PARKING
OF BALTIMORE CITY
AUTHORITY

VPP OPS-02-2023 Addendum

1. We understand the key personnel required include Project Manager, Lead Developer, Software/Systems Tester, and Data Security Manager. Is there a job description or is it open to the Contractor to select the candidates we believe are a good fit based on our solution? PABC does not have a job description. It is the contractor's responsibility to select the candidates that are the best fit.

2. Is the City firm on waiving the MBE/WBE requirement since Exhibit C is not included in the RFP? Yes, the City is firm on waiving the MBE/WBE requirements. The waiver will be included in the Addendum.

3. How many permits does the Authority issue on an annual basis? An average of 40,000

4. How many Digital permits? 6,771

5. Please provide the ratio of online permits purchased compared to permits sold in the office. We sell 49 % of our permits online and 51% in the office.

6. How many physical permits are issued annually? 32,740

7. Integration with Baltimore City Real Property Tax Database- Can the Authority provide additional information on the information received from this database? The real property tax database confirms ownership of a property and provides applicable plat maps.

8. Exhibit J – can you clarify what RPO Pricing stands for? RPO stands for Recovery Point Objective. Recovery point objective (RPO) is defined as the maximum amount of data – as measured by time – that can be lost after a recovery from a disaster, failure, or comparable event before data loss will exceed what is acceptable to an organization.

9. What is the anticipated commencement date of the contract? The commencement date would be no earlier than 90 days (about 3 months) after approval of the contract by the PABC Board of Directors and the Baltimore City Board of Estimates.

10. Who are PABC's current permit vendors. Iparq for paper permitting and Paylock for digital.

11. Do those vendors perform real-time validations with MVA? Paylock currently does.

12. **Page 11, Section IV, Section 2. Scope of Services – Design Criteria, and Standards, Paragraph 3: "The System must integrate with Active Directory for administrative roles."**
    Q - Will this be used for single-sign on and giving access to PABC employees? Yes

13. **Page 14, Section IV, Section 2. Scope of Services – Design Criteria, and Standards, Customer Application: "Require customers to fulfill off-street parking requirements in eligible areas before decal purchase in the areas which this applies."**
    Q - What are the off-street parking requirements that will need to be enforced by the system? In a few RPP areas, properties that have a garage or parking space(s) (driveway or pad), the resident(s) must utilize – fill those eligible spaces; the vehicles using those spaces will not be able to get a permit, and the plate number is recorded in the VPP system. Additional vehicles are able to purchase a permit(s).

14. **Page 15, Online Administrative Site, The System must: "Provide a live chat feature that will give administrators the ability to dialogue with customers regarding their applications. This tool would be used by PABC Staff, during normal business hours."**
    Q - Are you looking for an AI chat bot to answer simple questions first and then refer to an agent, if their question cannot be answered? The AI chat bot is not required. The live chat feature would need to connect the customer directly to an agent with an estimated queue wait time.

15. **Page 15, Online Administrative Site, The System must: "Integrate with the following public agency databases:**
    - **Baltimore City Zoning/Planning**
    - **Baltimore City Real Property Tax Database"**

    Q - Can you describe how the data from each of these agencies will be used within the system? The Real Property Tax Database confirms ownership of a property and provides applicable plat maps. The Baltimore City Zoning/Planning database confirms if a property is registered as commercial or residential and how many authorized dwelling units are at the property.

16. What is the projected number of permits (broken down by residential and visitor) to be issued annually? Residential Permits 25,000. Visitor Permits 15,000

17. To what extent will PABC be using paper/decal permits? When Virtual Permit Parking is fully launched, each area will be given the option to switch from paper to VPP during

their upcoming renewal month. The system must be hybrid to accommodate the areas that wish to remain on paper.

18. To what extent will the 24/7 help center be used? Will they be taking calls after hours only? Will they be taking the overflow calls during the day? The 24/7 help center is used daily for overflow and after-hours calls.

19. **Page 19, Section VI, City Requirements, # 3. a, b, and c require that Exhibit G & H be submitted as part of the RFP submission.**
    Q: These Exhibits are not attached in the RFP. Please confirm if they are only for reference and are not required to be submitted with the RFP submission. Those items are listed for reference only.

20. **Page 24, Section IX, Submission Requirements, # 3: "Respondents must submit one (1) electronic copy of the proposal…"**
    Q: Where should we email this electronic copy? The electronic copy should be emailed to contracts@bcparking.com

21. Would the PABC please identify the designated merchant services provider the winning vendor will be required to use? The Parking Authority uses Authorize.net and Global Payments Direct, Inc.

22. Is the PABC willing to consider additional and alternative pricing models, on top of the pricing feedback that is specifically requested by the PABC to what is specifically being asked for in the RFP, which is a monthly fee model? No.

23. Does the current Permit/Enforcement Pilot program, being provided by PayLock, include any sort of financial agreement between the PABC and PayLock? Yes. The current financial agreement with Paylock will be added to the addendum.

24. If there is a Pilot Program Agreement, MOU or similar agreement in place with PayLock, would the PABC please make that agreement available for review? Yes. The Pilot agreement with Paylock will be added to the addendum.

25. It is stated in the RFP, "be able to accommodate high daily customer volume demand of upwards of 23,000 customers using the system a day." - Would the PABC please offer information on the following? The software should be able to operate without slowing down or crashing, while this potential number of transactions is being completed online. A customer can have multiple transactions while making changes to their account.

26. Can the PABC break down the 23,000 customers per day transaction types? Transaction types include assigning new visitor permits, permit purchases, new customer

registration, address changes, vehicle replacement and permit reissuance.

27. Is this the total number of permit accounts that have access to the system? There are 40,000 active accounts.

28. Can the PABC identify the average number of new monthly permit purchase, monthly account renewals. There is an average of 348 new customers per month. The average monthly account renewals are 1,000.

29. What kind of manual decals are managed currently? Will the City consider digitizing all manual permit decals? Currently there are paper decals that are affixed to the windshield and visitor permit placards. When Virtual Permit Parking is fully launched, each area will be given the option to switch from paper to VPP during their upcoming renewal month. The system must be hybrid to accommodate the areas that wish to remain on paper.

30. How many plate checkers licenses does the city require? We would like the plate checker to be available to all active participants and it will need to be a global license for all States

31. What is the goal for the installation "Go Live" date, after the contract is awarded? We can offer a schedule that makes sense to us, but if the PABC has a deadline set, please state that. The commencement date would be no earlier than 90 days (about 3 months) after approval of the contract by the PABC Board of Directors and the Baltimore City Board of Estimates.

32. Not including visitor passes, how many permits are currently issued in all 41 areas? There are 47 areas and 35,000 permits excluding visitor permits.

33. Not including visitor passes. How many active monthly permits are there? Monthly permits are not available. Permits are issued on an annual basis.

34. **from the RFP: The VPP System must be operational no less than 99.9% of the time, measured monthly, and be able to accommodate high daily customer volume demand of upwards of 23,000 customers using the system a day.**
    a. What are your 23,000 customers using the system for? Transaction types include assigning new visitor permits, permit purchases, new customer registration, address changes, vehicle replacement and permit reissuance.

35. How many calls does the current call center receive per month? For the previous 12-month period, the call center received an average of 49 calls per month for the two areas that have digital permitting. The areas with paper permits do not utilize the call center.

36. What is the average duration of the call center calls? The average handle time for the previous 12-month period is 8.9 minutes.

37. Does the city have a budget that needs to be met for this project? How much? No, there is no set budget for this project.

38. What was the amount (dollar value) of the current contract? Is that award easily accessible for viewing? Yes. The current agreements with Paylock and Iparq will be added to the addendum.

PILOT AGREEMENT FOR SOFTWARE

THIS PILOT AGREEMENT FOR SOFTWARE ("Agreement") is made and entered into this day of 11 September, 2019 (the "Effective Date") by and between IPT LLC, (hereinafter, "PAYLOCK") and the BALTIMORE CITY PARKING AUTHORITY (hereinafter, "PABC") for the benefit of The Mayor & City Council of Baltimore (hereinafter, the "City").

WHEREAS, PABC, on behalf of the City, desires to test a web-based application, database management, and virtual permitting software system for its Residential Permit Parking Program (hereinafter, "RPP") for the City of Baltimore; and

WHEREAS, PAYLOCK desires to design, develop, supply, install, support and maintain such a software system for the City of Baltimore utilizing as its foundation the Internet-based suite of permit management software known as ParkingView™ that is owned by PAYLOCK and hosted by PAYLOCK; and

WHEREAS, PAYLOCK and PABC have agreed to test the system that PAYLOCK has developed for PABC's desired purposes in two (2) RPP areas (the "Pilot Areas").

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

1. SCOPE OF WORK. PAYLOCK shall design, deliver and install its products and provide services to the PABC in accordance with the terms of this Agreement and the Software ASP Subscription Agreement (attached hereto as **Exhibit A**), as directed from time to time by PABC.

1.1 System. PAYLOCK shall design, develop, supply, install, support and maintain a complete suite of parking permit management software for the City of Baltimore, utilizing as its foundation PAYLOCK's internet-based ParkingView™ Software program (hereinafter, the "System") with a software subscription for the System and fifteen (15) concurrent user licenses. The System shall meet or exceed the capabilities and characteristics specified in this Agreement.

The System shall include the following features configured in a manner as agreed between the parties. All Software and database(s) shall be ODBC compliant. Any data converted or prepared pursuant to this Agreement (including existing data converted for import into the System) shall be ODBC compliant and must be able to be imported to PABC windows-based software for internal reporting/analysis.

A. On-line Application Form

The Software shall use on-line application form(s) and graphic interfaces

developed by PAYLOCK in cooperation with, and as approved by, PABC, utilizing ParkingView™. All of the fields required by PABC's current permit application shall be incorporated into the System and PAYLOCK shall make modifications and additions to the form pursuant to PABC's direction.

The on-line application form shall have 24 hour, 7 days a week, 365 days a year access, yet be able to lock-out applicants from applying for permits in RPP Areas that are not currently scheduled for renewals. Scheduled maintenance will be announced and performed at intervals that will minimize interruptions or access to the system.

The application site, accessible via ParkingView™ shall include, but not be limited to, the following functions and characteristics:

1) Be user-friendly (i.e. with intuitive features, large font, and easy to navigate with step-by-step instructions)
2) Have a "shopping cart" feature that allows multiple permits to be purchased in one transaction, while limiting the number of permits that can be purchased for one address (as RPP Area dictates)
3) Allow for online credit card payments, via Mastercard, Discover, Visa and American Express through PABC's designated merchant services provider.
4) Provide a "Frequently Asked Questions" (FAQ) page and help menu which may be revised by PABC
5) Provide a "forgot password" function with security question to automatically email password and username to the customer.
6) Allow for sale of all RPP permits to customers via the public website, subject to restrictions as noted below:
   i. Set a maximum number of permits that may be sold per property, by permit type, on an annual basis. Each property will have the following number of limited permits available for controlled sale: Visitor pass, Off-street, Decal, Party Passes. Each property will has have permits available based on the zone in which it is designated.
   ii. Allowing for permit sale contingent upon another permit's sale. Permits must be offered to customers online in one transaction along with all other desired permits.
7) Prevent customers from purchasing a Visitor Permit in any way that violates the policy
8) Protect private information (i.e. credit card information, personally identifying information, telephone numbers, email addresses) from unauthorized access
9) Allow partially completed on-line applications for permits to be "saved" and completed at another time
10) Provide a "drop-down" menu of customary choices for particular fields of entry (i.e. state; city; vehicle make, model, or color; street names in that RPP area). Very common entries (i.e. Maryland for state) should be pre-populated, with a

drop-down menu for other choices. Drop-down menus for addresses should include only street names and directions (i.e. East Cross Street; West Cross Street) that are eligible for RPP permits in that RPP area.

11) Provide printable receipts for permits purchased on-line that contain sufficient information (i.e. customer's name and address; permit numbers; date of purchase; make, model, color and license plate number of vehicles for which permits are purchased). The System should allow specific notes to be added by PABC staff to receipts provided to residents in certain RPP Areas or multiple RPP Areas.

12) Clearly identify when the maximum number of permits have been acquired for a residence.

13) Provide "RPP Area Pages" that RPP Customers/Residents of RPP Areas can refer to in order to easily find information regarding their area, such as:
    i. Expiration date for current permits
    ii. Display starting and ending dates for permit renewal periods
    iii. Contact information for RPP Liaison/Area Representative for that RPP area, including a hyperlink to the RPP Liaison/Area Representatives email address.
    iv. Hyperlinks to the RPP Rules & Regulations page and to the site for purchasing permits
    v. The maximum number of Resident Permits and Visitor Permits that may be acquired per eligible property for that specific RPP Area

14) Provide the ability for "email blasts" to be sent by PABC to residents of an RPP area or to residents of multiple RPP Areas to remind them of upcoming permit renewal periods, and to provide them with other RPP-related news and information.

B. <u>Permit Registration by Phone Call Center</u>

1) Throughout the Term, PAYLOCK shall operate a 24-hour, toll-free, call center for RPP customers . This call center will allow existing RPP customers to renew their existing parking permits and request/pay for new permits. This call center will also allow for new permit applicants to apply for parking permits as a first-time customer. will be able to participate as a first-time customer using solely the call center.

2) Residential Permit Parking Customers in the Pilot Areas will be able to call in to request use of visitor permits and party passes throughout the length of this service contract.

3) PAYLOCK will provide its plate-checker feature to assist residents to confirm permit registration.

4) PAYLOCK will provide a 24/hour call center contact for PABC administrators to dialogue with to address any urgent matters. Normal accessible business hours should be offered to PABC. The call center should

be operational 99.1% of advertised operating hours.

5) There will be a touch tone directory that allows for RPP customers to ask for a live person.

6) All call center staff, who work on PABC customers or data, must always be fully trained and have an online training manual available to them.

7) A daily report shall be provided to PABC administrators to see what call center transactions were performed and what average wait times are for customers. PABC must also be able to run reports to see the average transaction time.

C. On-line Administrative Site. System shall have an administrative site accessible via ParkingView™ with restricted levels of access (PABC shall have ability to set security levels) where reports can be generated and necessary changes to resident (permit applicant) data can be made. The System shall be able to create standardized predefined reports as well as ad hoc reports concerning RPP operations on a daily basis and shall provide a clearly defined audit trail from transaction initiation to completion.

1) For PABC staff, the System should:

a. Allow staff to add, delete, override and refund revenue – tracking and recording such actions
b. Provide real-time ability to cross reference existing data to avoid duplicate inputs
c. Force all migrated data moved into the ParkingView™ system to be in either all capital alphabetical characters or all lower-case alphabetical characters.
d. Allow for easy customer logging to the customer portal, which utilized drivers' license numbers as log-in credentials. Customers at the login screen should be prevented from entered dashes and spaces for this field
e. Integrate with other public agency databases as needed (i.e. State MVA, Zoning/Planning, Real Property Tax Database, Parking Enforcement Agent hand-held devices and software)
f. Be able to integrate with either City-hosted database of eligible RPP addresses to prevent non-existent, or prevent ineligible addresses from obtaining permits or provide such abilities through system itself
g. Limit number of Visitor Permits issued to each property according to particular RPP Area specifications, which should be able to be changed from time to time
h. Limit the number of Resident Permits issued per property, which should be able to be changed from time to time
i. Allow PABC staff to indicate the number of available off-street parking spaces for each address
j. Allow Customers to indicate the vehicle that will park in an available off-street parking space and which vehicle will receive Vehicle Permit.
k. Reduce the number of permits allowed when off-street parking spaces exist, according to each Area's specifications

l. Provide drop down menus or other user entry aids for street name, street type, City/State to prevent typing errors
m. Allow staff to flag a specific address or property that is not in the program
n. Prevent addresses within certain RPP Areas from obtaining permits (block addresses)
o. Allow staff to search by different fields (i.e. customer name, address, vehicle license plate)
p. Allow staff to easily add, delete and edit Customer accounts/records (i.e. customer name, address, vehicle information, notes, etc.), while tracking by staff-member who performed the changes and when the changes were made.
q. Allow staff to indicate when, where and by whom the permit(s) was/were issued (i.e. Parking Authority Office or online)
r. Provide a drop-down menu to indicate what documentation a resident presented when obtaining permit(s) which remains in the resident's account history
s. Show all activity history, including staff edits
t. Allow staff to easily send mass emails to residents of each area concerning their renewal and provide administrative support of that function if necessary
u. Provide multiple levels of access (i.e. staff, residents, liaison/representatives)
v. Provide different levels of access for PABC staff, Supervisors and Finance. There should be at least 3 in-house administrator accounts that have financial and permit control override rights. Two PABC administrators and at least one Call center staff member are envisioned as designated administrators.
w. Allow designated community liaisons to run up to three reports entitled: off-street report, admin/decal report, and vehicle by block report. These reports are available to PAYLOCK at any time and they outline what permits are available in an area/property and what information we can share with the community.
x. Allow staff to run reports to see with what frequency, duration, time of use of all digital visitor passes by area over the following time periods: Hours, days, month(s).
y. Provide an online training handbook, to be made in partnership with PABC. This handbook will be made available to PABC admins and PAYLOCK Call Center staff.
z. Provide email and telephone support to be answered within a set time frame.
aa. Allow for the tracking of transactions by number, employee, date, etc.
bb. Allow access and approve any permit application type.
cc. Grant access to ParkingView™ with expected server response times to be less than 4 seconds for a PABC admin to navigate from one site page to another.
dd. Process applications at a centralized office or remotely by phone service operators.
ee. Set dependencies for online and in-house sales and ensure prerequisites are met (off-street parking).
ff. Have access to Maryland Motor Vehicle Administration data to check if a vehicle is properly registered to the RPP address. The search will be done via vehicle identification number, license plate, or vehicle title number.

2) Reporting: The System should generate:

a. Financial daily reconciliation, showing order #, credit card transaction ID, amount paid for each order, payment type, and display any financial

corrections.

b. RPP area report showing active permits for said area, active permits per property, and active permits per permit type.
c. RPP area report by block face, showing number of vehicles per block face with active permits, permit type (visitor/contractor/decal/one day).
d. Off-street parking report: display of number of properties withoff-street parking spaces by RPP area. display number of active permits assigned to each space.
e. Automatically generated report displaying every day: number of customers added to the system by PABC administrators, number of customers accessing the system as NEW over past 24 hours, number of properties added to system by administrators.

3) For PABC's Residential Permit Parking Area Representatives (Liaisons), the system should provide reports that may be sorted by available fields and may be downloaded from the System, after security login, enabling RPP Liaisons/Area Representatives to assist in identifying and reporting certain abuses of the RPP programs, or mistakes in the issuance of permits, such as:

a. RPP permits fraudulently obtained by, or mistakenly issued to, a resident of a property that is ineligible for that area's permits.
b. Too many permits issued to a particular property.
c. The issuance of RPP permits to properties that have not designated enough vehicles to off-street parking
d. Spaces in RPP areas that require the designation of vehicles to off-street parking before RPP Permits can be issued.
e. Provide reports for RPP Liaisons such that they are exportable in .csv format.
f. Provided reports with search capabilities that include wildcard search criteria(i.e. Visitor Permits issued to properties in the 600 block of Elm Street).
g. Provide the ability for RPP Liaisons to create predefined reports through administrative access, subject to restrictions defined by PABC and State Law. This may include Resident Permit reports, Visitor Permit reports, or a required off-street parking space report.

D. Parking Enforcement

1) Integrate with current Enforcement software and hardware including License Plate Recognition Cameras & handheld parking enforcement devices provided by GTechna.
2) Provide data in real-time identifying permitted vehicles, and what permit type is attached to the vehicle.
3) PAYLOCK shall absorb the discounted integration certification fee of $5,000 required by the City's current enforcement vendor, GTechna.

E. On-line Payment

On-line credit card payments made by permit applicants shall be sent through the

PABC's third party credit card processor (accepting Visa, Mastercard, Discover and American Express). PABC shall have the ability to monitor all of the credit card activity on-line in order to reconcile permits and transactions with revenue (a transaction number associated with each application would be most desirable). Residents will be able to purchase all permits with one transaction. PABC should have the capability to refund Residents all or a portion of their payments when necessary, and the System shall be able to recognize and reconcile refunds in the revenue stream.

F. Security

PAYLOCK and any of its subcontractors will exercise an appropriate standard of care for the management and processing of all data and the related information systems. PAYLOCK and each of its subcontractors will complete an annual system security audit. PAYLOCK will provide and maintain a secure, PCI-compliant site for permit transactions. Secure data will be stored behind multiple firewalls, and PAYLOCK will incorporate industry-standard best practices for ensuring ongoing security.

PAYLOCK will notify PABC within one (1) business day of discovery of any system security breach involving PAYLOCK or its subcontractor systems. Any costs incurred by PABC or the City as a result of any security breach caused by PAYLOCK or its subcontractors negligence shall be borne by PAYLOCK and reimbursed to PABC/City upon demand. PAYLOCK and its subcontractors will provide their best efforts to format credit card data to minimize financial institution processing costs.

Access to PABC/City data shall be secured, at a minimum, by password protection, and shall include multilevel access control. The System shall maintain all data in a secure manner such that PABC employees, PAYLOCK employees and others will not have access to credit card information.

G. Hosting

For the term of this Agreement, PAYLOCK shall host the System and database through its cloud hosting service provider ensuring that the system, with the exception of planned downtime, will be fully operational 99.99% of the term of this Agreement. The cost of hosting is included in the purchase price detailed in Section 3 of this Agreement.

Paylock also agrees to host PABC's financial data, accumulated over the length of the pilot, for 1 year after the close of the pilot project. Data may be accessed or reviewed by PABC at any time. Ideally PABC is provided log-in keys and rights to log into the PABC ParkingView site for one year after the close of the pilot.

1.2 System Implementation and Training.

The Purchase Price includes full System design, installation, implementation and training. The System shall be installed, and PAYLOCK shall perform its other duties in a manner

that meets or exceeds the capabilities and characteristics specified in PAYLOCK's Proposal and the RFP including, without limitation:

A. System Implementation.

Paylock may provide basic system functionality within one business day. For legacy data migration and outside system integration, PAYLOCK will work from a 120-day implementation timeline but may complete any one or all milestones earlier than the timeline.

There are four key milestones during the 120-day implementation:

Skeleton Site (within 30 day). This is a site customized based on the initial requirements and populated with sample data. It is designed to familiarize PABC staff with the management system, and to provide a means for self-training PABC staff.

Legacy Data Migration (within 45 days). Once PAYLOCK receives PABC's legacy data, PAYLOCK will import the data into PAYLOCK's sandbox system, testing it for integrity and validating all of the fields. PAYLOCK will then migrate the legacy data into the Skeleton Site. This will enable the PABC to see how the system will function with real world data. PAYLOCK will collaborate with the PABC throughout this process.

Coordination with Parking Enforcement (within 60 days)

Staff Training (within 90 days). PAYLOCK will train PABC staff as outlined below. PAYLOCK will provide three days of on-site training.

Finalize, Test, Launch (within 120 days). PAYLOCK's development team will configure and test a live system based on information and data gathered. An up-to-date System containing permit legacy data and configured pursuant to PABC business requirements detailed in this Agreement, will be provided to PABC for final testing and debugging. PABC shall have 30 days to review and test the System to determine whether it complies with the Scope of Work. When PABC is satisfied with the System a date shall be agreed upon by PAYLOCK and PABC for launch of the System (the "Launch Date")

B. Training & Manuals.

PAYLOCK shall fully train all designated PABC employees on the use of the System. Such training shall be performed at the PABC offices and PAYLOCK shall provide at least 16 hours of on-site training without additional compensation. PAYLOCK shall provide a thorough outline of training content and a complete electronic copy of a user manual for each user license. PAYLOCK shall provide a thorough outline of the training content and provide a training schedule for both software and hardware. The schedule shall include periodic refresher training (continuing education) at then current rates, including, but not limited to, emphasis on particular areas of PABC's choice and upgrades of software and/or hardware. City reserves the right to approve the training course content. PAYLOCK shall provide, as needed, a system of on-line training for the public in how to use the permit application form.

PAYLOCK shall provide one electronic copy of all operating manuals associated with the software and back-office systems purchased pursuant to this Agreement. Manuals will be in English and provided during the training period.

(a) Technical Support & Maintenance.

PAYLOCK shall provide telephone and email based technical support for the entire term of this Agreement. Technical support shall be available Monday through Friday, 8 am to 8 pm (EST) utilizing a toll-free telephone number and email address provided by PAYLOCK. PAYLOCK shall respond to each telephone or email request for technical support within thirty (30) minutes of receipt without additional compensation. PAYLOCK shall provide remote system diagnostics capability.

(b) Upgrades.

PAYLOCK shall provide to PABC and install all software and System upgrades/enhancements without additional compensation during the term of this Agreement. However, PABC shall not be required to accept System enhancement and, as directed by the PABC, PAYLOCK shall continue to provide the Software configured in the manner directed by the PABC consistent with the terms of this Agreement. Any request of PABC to change the application processing, including without limitation, rates, rate structures, payment acceptance, etc., will be reviewed by PAYLOCK, and a Scope of Work will be submitted within 5 business days of final submittal of all required data. An hourly rate of two hundred dollars ($200.00) may apply depending upon the nature of the changes.

1.3 Software ASP Subscription Agreement.

In addition to the terms and conditions of this Agreement, PAYLOCK's Work and PABC's obligations are also governed by the Software Subscription Agreement attached hereto as **Exhibit A** and incorporated herein by reference. In the event of any inconsistencies between this Agreement and the Software Subscription Agreement, this Agreement shall control on all matters.

2. TERM.

(a) The Term of this Agreement shall begin on the Effective Date and shall continue for a period of one (1) year from the Launch Date.

(b) Renewal and Extension of the Term of the Agreement. The PABC shall have, in its sole discretion, the option of renewing and extending this Agreement for up to one (1) successive extended term of one-year. Notice of PABC's intent to exercise the option for any extended term shall be made, in writing, no later than thirty (30) days prior to the expiration of the initial term. All provisions of this Agreement, and

the Subscription Agreement shall apply to the extended term except as provided in this sub-paragraph.

3. PRICE AND PAYMENT.

(a) For all services performed by PAYLOCK pursuant to the Agreement during the Term, PABC shall pay PAYLOCK a one-time payment of Twenty-Four Thousand Dollars ($24,000.00).

(b) 4,000 minutes of call center support is included in the $24,000.00 payment; PABC shall pay to PAYLOCK $1.48 per minute of total call center minutes exceeding 4,000 minutes during the Term.

4. WARRANTY. PAYLOCK guarantees and warrants, for a period consistent with the Term of Agreement to repair and/or replace, at no additional cost to PABC or the City, any portion or all of the System that is defective such that it cannot meet the specifications of this Agreement.

5. TERMINATION.

(a) Termination for Default. Either party may terminate this Agreement for default upon thirty (30) days' written notice to the other if the other party has substantially failed to fulfill any of its obligations under this Agreement in a timely manner.

(b) Termination for Cause. If either party fails to comply with any of the material terms and conditions of this Agreement, including without limitation the payment of any Fees or reimbursement due and payable to PAYLOCK under this Agreement, the non-defaulting party may terminate this Agreement and/or any or all Purchase Orders and any and all subscription rights upon thirty (30) days' written notice to the defaulting party specifying any such breach, unless within the period of such notice, all breaches specified therein shall have been remedied. The customer shall have the right to terminate this contract early for: (i) unavailability of funds; (ii) cause.

(c) Termination for Convenience. Either party may terminate this Agreement at any time for convenience upon 90 days written notice. PAYLOCK will issue no refunds for prepaid annual subscriptions.

6. NOTICE. A written notice is deemed served when a party sends the notice in an envelope addressed to the other party to this Agreement and deposits it with the U.S. Postal Service, first class mail, postage prepaid. For purposes of this Agreement, all notices to the PABC and/or City shall be addressed as follows:

Executive Director
Baltimore City Parking Authority
200 W. Lombard Street
Baltimore, MD 21201

All notices to PAYLOCK shall be addressed as follows:

IPT LLC
205 West Main Street, 4th floor
Somerville, NJ 08876
Attention: Justin Kennedy, CEO

7. **INDEMNIFICATION.** PAYLOCK warrants that it has the right to license all software and components of the System under this Agreement and the Software Subscription Agreement. PAYLOCK further warrants that it has obtained any and all necessary permissions from third parties to license the System and its software, and that use of the System by PABC in accordance with the terms of this Agreement shall not infringe the copyright of any third party. PAYLOCK shall indemnify and hold PABC and software harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, or any other property right arising out of the use of the System by PABC in accordance with the terms of this Agreement. This indemnity shall survive the termination of this agreement. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION.

8. **FIDELITY BOND.** PAYLOCK shall maintain throughout the term of this contract, at no expense to the PABC, a Blanket fidelity Bond or a Blanket Crime Policy (Employee Dishonesty Coverage) covering all officers, employees and subcontractors, in an amount not less than Fifty Thousand Dollars ($50,000.00) per occurrence, with any deductible not to exceed Five Thousand Dollars ($5,000.00) and including City and the PABC as "additional obligees" or "loss payees" as their interest may appear.

9. **INDEPENDENT CONTRACTOR / NO AGENCY.** PAYLOCK shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which PAYLOCK performs the services required of it by the terms of this Agreement. PAYLOCK shall be liable for its acts and omissions, and those of its employees and its agents. Nothing contained in this Agreement shall be construed to constitute or create any employment, agency or partnership relationship with the PABC and/or City and PAYLOCK. Nothing contained in the RFP or in this Agreement shall be construed to constitute or create any employment or agency with the City or PABC. PAYLOCK is not, and shall not be, an agent or employee of the City or PABC. Direction from the PABC regarding any subject of this Agreement shall be construed as providing direction as to policy and the result of PAYLOCK's Work only and not as to the means or methods by which such a result is obtained.

10. **CONFLICT OF INTEREST PROHIBITED.** No employee, officer, director, partner or member of PAYLOCK, or immediate family member of any of the preceding, shall have served or will serve as an elected officer, an employee, or a City board, committee or commission member, who has directly or indirectly influence in the making and/or maintenance of this Agreement.

11. **PROPERTY OF THE CITY.** Excluding PAYLOCK's proprietary software, all of the data prepared, converted, assembled, generated or maintained by PAYLOCK under this

Agreement remains the exclusive property of the PABC and the PABC retains all rights. PAYLOCK further agrees to make available upon demand, all documentation pertinent to the use of the data such as descriptions of data structures, table relationships, indices and fields of the software provided by PAYLOCK. PAYLOCK shall have the right to use such data for the performance of this contract or as directed in writing by PABC.

12. SETOFF AGAINST DEBTS. PAYLOCK agrees that City may deduct from any payments due to PAYLOCK under this Agreement any monies that PAYLOCK owes City under any ordinance, Agreement or resolution for any unpaid taxes, fees, licenses, unpaid checks or other amounts.

13. CONFIDENTIALITY OF INFORMATION. PAYLOCK understands and agrees that, in the performance of the services under this Agreement or in the contemplation thereof, PAYLOCK may have access to private or confidential information which may be owned or controlled by PABC and/or City and that such information may contain personal, proprietary or confidential details, the disclosure of which to third parties may be damaging. PAYLOCK agrees that all information disclosed by the PABC or the City to PAYLOCK shall be held in confidence and used only in performance of the Agreement. PAYLOCK shall exercise the same standard of care to protect such information as a reasonably prudent consultant would use to protect its own proprietary data.

14. THIRD-PARTY BENEFICIARIES. The City is an express third-party beneficiary of this Agreement. Except the City, and as otherwise expressly provided in this Agreement, nothing in this Agreement shall operate to confer rights or benefits on persons or entities not party to this Agreement.

15. TAXES. Payment of any taxes, including Maryland Sales and use Taxes, due as a result of this Agreement and/or the purchases contemplated by this Agreement shall be the obligation of the PABC, if applicable.

16. MISCELLANEOUS PROVISIONS.

(a) Governing Law. Any court action related to the formation, interpretation and performance of this Agreement shall be in brought and maintained only in the Court of the City of Baltimore, Maryland.

(b) Amendments. The terms and conditions of this Agreement shall not be altered or otherwise modified except by a written amendment to this Agreement executed by PABC and PAYLOCK and approved by the Board of Estimates of Baltimore City.

(c) Severability. If any part of this Agreement or the application thereof is declared invalid for any reason, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared to be severable.

(d) Waiver. Failure of the PABC and/or City to insist on strict performance of

this Agreement and/or any obligation hereof shall not constitute a waiver of any of the provisions of this Agreement or a waiver of any other default by PAYLOCK.

(e) Assignment. PAYLOCK may not assign this Agreement without the prior written consent of the City, except that PAYLOCK may assign its right to any money due or to become due hereunder.

(f) Effect On Successors And Assigns. This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto.

(g) Section Headings. The sections and other headings of this Agreement are for convenience of reference only and shall be disregarded in the interpretation of this Agreement.

(h) Entire Agreement. This Agreement, including all attachments and exhibits referenced herein, constitutes the entire agreement between the PABC and PAYLOCK.

(i) Compliance with the Law. PAYLOCK shall comply with all Federal, State, and City laws, rules, regulations, and ordinances applicable to its activities and obligations under this Agreement.

(j) Time of the Essence. PAYLOCK acknowledges that time is of the essence in regard to its performance under this Agreement.

(k) Survival. The provisions of this Agreement shall survive the expiration or early termination of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written, the corporate parties by their officers duly authorized.

WITNESS/ATTEST:

_____

BALTIMORE CITY PARKING AUTHORITY:

By: _____
Peter Little, Executive Director

WITNESS/ATTEST:

Teresa Mancini
Name:

IPT LLC:

By: _____
Justin Kennedy, CEO

Exhibit A

SOFTWARE ASP SUBSCRIPTION AGREEMENT

THIS SOFTWARE ASP AGREEMENT ("Subscription Agreement") is entered by and between IPT LLC ("PAYLOCK") with its principal office located at 205 West Main Street, 4th Floor, Somerville, NJ 08876, and the Baltimore City Parking Authority on behalf of the Mayor and City Council of Baltimore, with its principal office located at 200 W. Lombard Street, Baltimore, MD 21201, ("Subscriber").

WHEREAS, PAYLOCK will provide a hosted system for Subscriber to allow City residents and other Subscriber approved parking patrons to purchase residential permits online via the Web; and

WHEREAS, PAYLOCK owns the Software, as defined below; and

WHEREAS, Subscriber and PAYLOCK have, by Pilot Agreement for Software of even date herewith, agreed to Subscriber's use of the Software through an application server, where PAYLOCK operates the Software on a computer acting as an application server in a shared hardware environment for purposes of access and use by Subscriber over the Internet, all in accordance with the terms and conditions hereof;

WHEREAS, this SUBSCRIPTION AGREEMENT is meant to technically define the particulars and nuances of Subscriber's use of the Software, the Pilot Agreement for Software is meant to define the intent of the parties as to their relationship and the operation of the Software.

NOW, THEREFORE, in consideration of the foregoing, and in reliance on the mutual agreements contained herein, the parties agree as follows:

1. **Definitions.**

1.1 **"Software."** Software and all related software components as specified in the Pilot Agreement for Software and any updates that may be provided by PAYLOCK from time to time.

1.2 **"Complete Software Package."** All modules for the sale of parking permits offered under ParkingView with database management and storage, along with the module for transmitting real-time data to parking enforcement.

1.3 **"PAYLOCK's Application Server."** The computer(s) use by PAYLOCK for the purpose of: hosting the Software for access over the Internet at the web site specified; and transmitting permit data to parking enforcement.

1.4 **"Supported Browser(s)."** Those Internet browser(s) which are supported by PAYLOCK for purposes of access and use of the Software.

1.5 **"Authorized Concurrent Users."** The number of Subscriber's employees working at designated Subscriber facilities that are authorized to access and use the Software concurrently.

1.6 **"Subscriber Data."** Data (i) converted from Subscriber's existing database, (ii) entered as input by Subscriber for processing by the Software, and (iii) produced as output by the Software based on a specific query or execution initiated by Subscriber.

1.7 **"Proprietary Rights."** Any and all rights, whether registered or unregistered, in and with respect to patents, copyrights, confidential information, know-how, trade secrets, moral rights, contract or subscription rights, confidential and proprietary information protected under contract or otherwise under law, trade names, domain names, trade dress, logos, animated characters, trademarks, service marks, and other similar rights or

interests in intellectual or industrial property. Unless Subscriber has a Subscription to the Complete Software Package, Subscriber may not develop its own applications, interfaces, etc. to the Software. Subscribers to the ParkingView Software Package may develop its own applications, interfaces, etc. to the Software only for its own internal and non-commercial use.

1.8 **"Guaranteed Minimum Commitment."** Notwithstanding anything to the contrary contained herein, if the Pilot Agreement for Software is terminated by PAYL●CK for cause or by Subscriber for convenience, PAYL●CK will issue no refunds for prepaid annual subscriptions.

2. **Subscription.** Subject to the terms and conditions hereof, during the term hereof, PAYLOCK hereby grants to Subscriber only to the extent of Authorized Concurrent User Licenses the non-exclusive right under the Proprietary Rights of PAYLOCK (i) to access and execute the Software only with Supported Browsers through the Internet, and (ii) to transmit Subscriber Data from the Software to Subscriber only with Supported Browsers through the Internet. Subscriber shall use the Software only for Subscriber's internal business operations including affiliated entities that control, or are controlled by, Subscriber, and Subscriber shall not permit the Software to be used by or for the benefit of third parties. Subscriber shall not have the right to sell rights to access or use the Software or to transfer or assign rights to access or use the Software, except as expressly provided herein. All rights not expressly granted to Subscriber herein are expressly reserved by PAYLOCK.

3. **Restrictions.** Subscriber shall not: (i) transmit or share identification and/or password codes to persons other than the Authorized Concurrent Users for whom such codes were generated; (ii) permit Authorized Concurrent Users to share identification and/or password codes with others; (iii) permit the identification and/or password codes to be cached in proxy servers and accessed by individuals who are not Authorized Concurrent Users; (iv) permit access to PAYLOCK's Application Server through a single identification and/or password code being made available to multiple users on a network; or (v) attempt or permit any person without valid identification and/or password codes to attempt to access PAYLOCK's Application Server.

4. **Purchase of Additional Subscriptions.** Subscriber may elect to purchase additional subscriptions via Purchase Order from time to time. Such additional subscriptions shall be governed by the terms and conditions hereof. Pricing for additional subscriptions shall be in accordance with PAYLOCK's pricing schedule. Subscriber agrees that, absent PAYLOCK's express written acceptance thereof, the terms and conditions contained in any purchase order or other document issued by Subscriber to PAYLOCK for the purchase of additional subscriptions, shall not be binding on PAYLOCK to the extent that such terms and conditions are additional to or inconsistent with those contained in this Subscription Agreement.

5. **Services Regarding Software.** During the term hereof and subject to the terms and conditions hereof, PAYLOCK shall (i) install, operate, and maintain the Software on PAYLOCK's Application Server, and (ii) provide to Subscriber access to PAYLOCK's Application Server sufficient for Subscriber to exercise its subscription rights granted herein.

6. **Services Regarding Access to PAYLOCK's Application Server Shared Hardware Environment.** During the term hereof and subject to the terms and conditions hereof, PAYLOCK shall undertake commercially reasonable efforts to provide Subscriber with consistent service in a shared hardware environment (i) insulated from changes in the Internet, and (ii) sufficient to access the Software on PAYLOCK's Application Server through the Internet twenty-four (24) hours per day, seven (7) days per week, except for routine maintenance performed pursuant to notice to Subscriber. PAYLOCK shall monitor PAYLOCK's Application Server and undertake commercially reasonable efforts to restore promptly all failures of service at no additional charge to Subscriber. Subscriber shall be solely responsible for (i) providing Internet devices and Supported Browsers to subscriber's staff, and (ii) Internet connections, at Subscriber's sole cost and expense.

7. **Technical Support Services.** Payment in full of Subscription Fee entitles Subscriber to limited technical support in the form of responses to questions by email or telephone. If additional services are required for the proper use and operation of the Software, PAYLOCK shall provide such training and/or consulting services at its then-current standard rates for time and materials.

7.1 Upgrading Software after normal Technical Support hours.

7.2 Provide redundant power supply to PAYLOCK's application servers

7.3 Provide redundant Internet feeds to PAYLOCK's application servers

7.4 Provide daily back-ups for the data residing on PAYLOCK's application servers

7.5 Provide firewall to limit access to data residing on PAYLOCK's application servers

7.6 Provide Microsoft® updates and security fixes to PAYLOCK's application servers as needed

7.7 Provide maintenance reviews of database software. May include memory adjustments, manual extension of table spaces / data files, exports and imports to clean up internal fragmentation on PAYLOCK's application servers

7.8 Technical Support hours are 10:00 a.m. to 8:00 p.m. EST with 30-minute targeted call back

8. **Cooperation.** Subscriber acknowledges (i) that certain services or obligations of PAYLOCK hereunder may be dependent on Subscriber providing certain data, information, or assistance to PAYLOCK from time to time (collectively, "Cooperation"), and (ii) that such Cooperation may be essential to the performance of services by PAYLOCK. The parties agree that any delay or failure by PAYLOCK to provide services hereunder which is caused by Subscriber's failure to provide timely Cooperation reasonably requested by PAYLOCK shall not be deemed to be a breach of PAYLOCK's performance obligations under this Subscription Agreement.

9. **Subscription Fee.** Subscriber shall pay to PAYLOCK a Subscription Fee for the use of the Software, fixes, patches and updates to the Software applicable to the Subscriber's Purchase Order, and technical support services provided hereunder in accordance with the Pilot Agreement for Software.

10. **Ownership.** Title to the Proprietary Rights embodied in the Software and other software installed on PAYLOCK's Application Server or operating as part of PAYLOCK's web site shall remain in and be the sole and exclusive property of PAYLOCK. Subscriber shall not alter, change or remove any proprietary notices or confidentiality legends placed on or contained within PAYLOCK's Application Server operating as part of PAYLOCK's web site, the Software, or any other software installed on PAYLOCK's Application Server.

11. **Confidentiality of Software and Software Installed on PAYLOCK's Application Server.** Subscriber acknowledges PAYLOCK's claim that the Software and other software installed on PAYLOCK's Application Server embodies logic, design, and coding methodology which constitute valuable confidential information that is proprietary to PAYLOCK and its Subscribers. Subscriber shall safeguard the right to access the Software and other software installed on PAYLOCK's Application Server using the same standard of care which Subscriber uses for its similar confidential materials, but in no event less than reasonable care.

12. **Confidentiality of Subscriber Data.** All Subscriber Data and/or information disclosed to PAYLOCK in connection with the performance of this Subscription Agreement ("Subscriber Confidential Information") shall be held as confidential by PAYLOCK and shall not, without the prior written consent of Subscriber, be disclosed or be used for any purposes other than the performance of this Subscription Agreement. PAYLOCK shall safeguard the confidentiality of such Subscriber Confidential Information using the same standard of care which PAYLOCK

uses for its similar confidential materials, but in no event less than reasonable care. Notwithstanding the forgoing, the term "Subscriber Confidential Information" shall not be deemed to include information which: (i) is now, or hereafter becomes, through no act or failure to act on the part of PAYLOCK, generally known or available; (ii) is known by PAYLOCK at the time of receiving such information as evidenced by its written records; (iii) is hereafter furnished to PAYLOCK by a third party, as a matter of right and without restriction on disclosure; (iv) is independently developed by PAYLOCK as evidenced by its written and dated records and without any breach of this Subscription Agreement; or (v) is the subject of a written permission to disclose provided by Subscriber. Further notwithstanding the forgoing, disclosure of Subscriber Confidential Information shall not be precluded if such disclosure: (i) is in response to a valid order of a court or other governmental body of the United States; (ii) is otherwise required by law; or (iii) is otherwise necessary to establish rights or enforce obligations under this Subscription Agreement, but only to the extent that any such disclosure is necessary.

13. **Limited Warranty.** During the term hereof, PAYLOCK warrants that (i) PAYLOCK's Software shall conform to and operate, and (ii) the Software shall be accessible through the Internet pursuant to the terms of the Pilot Agreement for Software and this Subscription Agreement, SUBSCRIBER'S SOLE AND EXCLUSIVE REMEDY AND PAYLOCK's SOLE AND EXCLUSIVE LIABILITY FOR BREACH OF THIS WARRANTY SHALL BE THE REPLACEMENT OF SERVICE FOR ANY TIME PAYLOCK's SOFTWARE THAT DO NOT CONFORM TO THE WARRANTY. PAYLOCK DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE.

14. **Warranty Disclaimers.** EXCEPT FOR THE LIMITED EXPRESS WARRANTY PROVIDED ABOVE, NEITHER PAYLOCK NOR ANY OF ITS SUPPLIERS OR RESELLERS MAKES ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND PAYLOCK AND ITS SUPPLIERS SPECIFICALLY DISCLAIM THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, AND DATA ACCURACY. SOME STATES DO NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY. SUBSCRIBER ACKNOWLEDGES THAT NO REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS SUBSCRIPTION AGREEMENT HAVE BEEN MADE RESPECTING THE SOFTWARE OR SERVICES TO BE PROVIDED HEREUNDER, AND THAT SUBSCRIBER HAS NOT RELIED ON ANY REPRESENTATION NOT EXPRESSLY SET OUT IN THIS SUBSCRIPTION AGREEMENT, THE PILOT AGREEMENT FOR SOFTWARE. FURTHER, SUBSCRIBER ACKNOWLEDGES AND AGREES THAT THE INTERNET IS NOT ESTABLISHED OR MAINTAINED BY PAYLOCK, THAT PAYLOCK HAS NO CONTROL OVER THE INTERNET, AND THAT PAYLOCK IS NOT LIABLE FOR THE DISCONTINUANCE OF OPERATION OF ANY PORTION OF THE INTERNET OR POSSIBLE REGULATION OF THE INTERNET WHICH MIGHT RESTRICT OR PROHIBIT THE OPERATION OF THE SOFTWARE.

15. **Proprietary Rights Warranty and Indemnification.** PAYLOCK represents and warrants that PAYLOCK has the authority to issue subscriptions to the Software which is granted herein. PAYLOCK shall defend, indemnify, and hold Subscriber harmless from claim or damage arising out of (i) the lack of right or authority to issue subscriptions to the Software, or (ii) infringement of any U.S. copyright, trade secret, or patent known to PAYLOCK as a result of the use of a current, unmodified copy of the Software; provided, however, that PAYLOCK is promptly notified in writing of any such suit or claim, and further provided that Subscriber permits PAYLOCK to defend, compromise, or settle same, and provides all available information and reasonable assistance to enable PAYLOCK to do so. The foregoing is exclusive and states the entire liability of PAYLOCK with respect to infringements or misappropriation of any Proprietary Rights by the Software.

16. **Disclaimer of Incidental and Consequential Damages.** EXCEPT AS PROVIDED HEREIN, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER UNDER ANY THEORY INCLUDING CONTRACT AND TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCTS LIABILITY) FOR ANY , SPECIAL OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF THE PARTY CAUSING SUCH DAMAGES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT

ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY.

17. **Injunctive Relief**. The parties hereby agree that any breach of any provision hereof regarding confidentiality or protection of Proprietary Rights would constitute irreparable harm, and that the aggrieved party shall be entitled to specific performance and/or injunctive relief in addition to other remedies at law or in equity.

18. **Term of Agreement.** The initial term of this Agreement shall commence at the date the Software is installed or six (6) months from the Effective Date of the Pilot Agreement for Software, whichever is earlier, and shall continue for a period of twelve (12) months. If a delay in installation is caused by PAYLOCK, the initial term of this Agreement shall commence at the date the Software is installed. After the expiration or termination of this Agreement and the Pilot Agreement for Software, any existing order then still in effect shall continue unaffected and in full force and effect unless otherwise terminated as provided herein or in such order.

19. [intentionally omitted]

20. **Automatic Termination.** Unless PAYLOCK promptly notifies Subscriber to the contrary in writing after discovery of the relevant facts, this Subscription Agreement and all orders will terminate immediately without notice upon the institution of insolvency, bankruptcy, or similar proceedings by or against PAYLOCK, any assignment or attempted assignment by PAYLOCK for the benefit of creditors, or any appointment, or application for such appointment, of a receiver for PAYLOCK.

21. **Termination for Cause.** If either party fails to comply with any of the material terms and conditions of this Subscription Agreement or the Pilot Agreement for Software, including without limitation the payment of any Subscription Fee or reimbursement due and payable to PAYLOCK under this Agreement, the non-defaulting party may terminate this Agreement and/or any or all Purchase Orders and any and all subscription rights upon thirty (30) days' written notice to the defaulting party specifying any such breach, unless within the period of such notice, all breaches specified therein shall have been remedied.

22. **Return of Materials.** Within ten (10) days of the expiration or termination of any subscription under any Purchase Order, Subscriber shall return to PAYLOCK any materials provided by PAYLOCK and PAYLOCK shall provide a copy of all Subscriber Data in an SQL database format. All data conversion paid for by Subscriber, shall remain the property of Subscriber.

23. **Notices.** Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by email or facsimile or U.S. Mail in each case to the address set forth on the initial page hereof or at such other addresses as shall be designated in writing by either party to the other in accordance with this Section. Such notice will be deemed to be given when received.

24. **Assignment.** Subscriber shall not assign this Agreement or any right or interest under this Subscription Agreement, nor delegate any work or obligation to be performed under this Agreement, without PAYLOCK's prior written consent. Any attempted assignment or delegation in contravention of this Section shall be void and ineffective.

25. **Continuing Obligations.** The following obligations shall survive the expiration or termination hereof and the distribution grace period provided above: (i) any and all warranty disclaimers, limitations of liability and indemnities granted by either party herein, (ii) any covenant granted herein for the purpose of determining ownership of, or protecting, the Proprietary Rights, including without limitation, the confidential information of either party, or any remedy for breach thereof, and (iii) the payment of taxes, duties, or any money to PAYLOCK hereunder.

26. **Arbitration.** Except for actions to protect Proprietary Rights and to enforce an arbitrator's decision hereunder, all disputes, controversies, or claims arising out of or relating to this Agreement or a breach thereof shall be submitted to and finally resolved by arbitration under the rules of the American Arbitration Association ("AAA") then in effect. There shall be one arbitrator, and such arbitrator shall be chosen by mutual agreement of the parties in accordance with AAA rules. The arbitration shall take place in Baltimore, Maryland. The arbitrator shall apply the laws of the State of Maryland to all issues in dispute. The findings of the arbitrator shall be final and binding on the parties, and may be entered in any court of competent jurisdiction for enforcement. Legal fees may be awarded to the prevailing party in the arbitration.

27. **Independent Contractors.** The relationship of the parties is that of independent contractor, and nothing herein shall be construed to create a partnership, joint venture, franchise, employment, or agency relationship between the parties. Subscriber shall have no authority to enter into agreements of any kind on behalf of PAYLOCK and shall not have the power or authority to bind or obligate PAYLOCK in any manner to any third party. PAYLOCK shall have no authority to enter into agreements of any kind on behalf of Subscriber or the City of Baltimore and shall not have the power or authority to bind or obligate Subscriber or the City in any manner to any third party.

28. **Force Majeure.** Neither party shall be liable for damages for any delay or failure of delivery arising out of causes beyond their reasonable control and without their fault or negligence, including, but not limited to, Acts of God, acts of civil or military authority, fires, riots, wars, embargoes, Internet disruptions or third party communications failures. Notwithstanding anything to the contrary contained herein, if either party is unable to perform hereunder for a period of thirty (30) consecutive days, then the other party may terminate this Subscription Agreement immediately without liability by ten (10) days written notice to the other.

29. **Miscellaneous.** This Subscription Agreement shall be construed under the laws of the State of Maryland, without regard to its principles of conflicts of law. This Subscription Agreement may be modified only by a written agreement signed by the parties. The failure of either party to enforce at any time any of the provisions hereof shall not be a waiver of such provision, or any other provision, or of the right of such party thereafter to enforce any provision hereof. If any provision of this Subscription Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Subscription Agreement, and this Subscription Agreement shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

IN WITNESS WHEREOF, the parties have caused this Subscription Agreement to be duly executed below.

WITNESS/ATTEST:

_____

WITNESS/ATTEST:

Teresa Mannix
Name:

BALTIMORE CITY PARKING AUTHORITY:

By: _____ (SEAL)
Peter Little, Executive Director

IPT LLC:

By: _____
Justin Kennedy, CEO

RA 46-47

COPY

PARKING
OF BALTIMORE CITY
AUTHORITY

Contact: David Rhodes Esq.
Tel. No.: 443-573-2807

TO: **HONORABLE PRESIDENT AND MEMBERS OF THE BOARD OF ESTIMATES**

FROM: Pete Little, Executive Director
Parking Authority of Baltimore City

DATE: February 10, 2012

AUDITS HAS REVIEWED AND HAS NO OBJECTION TO B/E APPROVAL

SUBJECT: Approval of Agreement for Software and Software Subscription Agreement

ACTION REQUESTED OF THE BOARD OF ESTIMATES:

The Parking Authority of Baltimore City ("PABC") requests approval from The Board of Estimates of an Agreement for Software, a Software Subscription Agreement and an Application End-user License Agreement (the three agreements are interrelated and together create the desired relationship), between the PABC and Inet, Inc. ("Iparq"). The period of the agreement will begin on and continuefor five years from the launch date with two one-year renewal optio

AMOUNT OF MONEY AND SOURCE OF FUNDS:

System Implementation	**Account #**
$239,530.00	**2076-000000-2321-253300-[illegible]01**
Annual Service and Licensing Fees	**Account #**
$54,000.00	**2076-000000-2321-253300-607001**

COPY

BACKGROUND/EXPLANATION:

A primary service provided by the Parking Authority of Baltimore City (PABC) is administration of the Residential Permit Parking Program. The Residential Permit Parking Program (RPP) was established in 1979 in the Oakenshawe neighborhood, primarily to minimize the problems created by Union Memorial Hospital employees parking within the residential areas of Oakenshawe. The initial RPP Program was successful, and the program has since expanded to a total of 43 RPP areas, with continued growth expected. In 2011, the PABC issued a total of 35,000 RPP permits.

For 24 years, the tracking of all information relating to applications, and the administration of the program was performed manually. In 2003, a computer program and database was introduced to facilitate the storage of required information, and allow for on-line application for RPP permit renewals. That program performed adequately, but demonstrated certain limitations when the PABC sought to meet further needs of the RPP Program.

PARKING
OF BALTIMORE CITY
AUTHORITY

Contact: David Rhodes Esq.
Tel. No.: 443-573-2807

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For 24 years, the tracking of all information relating to applications, and the administration of the program was performed manually. In 2003, a computer program and database was introduced to facilitate the storage of required information, and allow for on-line application for RPP permit renewals. That program performed adequately, but demonstrated certain limitations when the PABC sought to meet further needs of the RPP Program.

The PABC procured a new software system for the RPP program via competitive bidding and with approval of the eventual contract by the Board of Estimates on January 23, 2008. The system is currently in use and has performed adequately, but there are limitations that the PABC believes may be overcome with the adoption of new system.

In 2010, the PABC advertised an RFP to solicit proposals from firms capable of providing software products that could meet the growing needs of the RPP Program. The Parking Authority received 3 responsive proposals.

The PABC established a panel to review all proposals. The panel consisted of: Steve Johnson, RPP Area #28 Representative and Chairman of the Residential Permit Parking Advisory Board; Dave Hirst, RPP Area #19 Representative, Marsha Parham RPP Area #1 Representative; Tricia Leist, Mayor's Office of Information Technology; Theresa Webb, Manager of Permits and Regulations, Parking Authority; Nikki Philips, Accountant III, Parking Authority (together the "Panel").

The panel met several times for a few hours each time and all responsive proposals were reviewed in detail. After discussions of the pros and cons of each proposal, the Panel invited the three vendors to present their programs, to allow hands-on use of the programs, and to answer any questions. After the presentations, the Panel reevaluated the cost, the hosting, the features, and how the programs were able to meet the Parking Authority's needs. The Panel believed that the system offered by Iparq was the strongest.

The Panel recommended Iparq as the strongest proposal representing the best value to the PABC Board of Directors. The PABC Board approved the Panel's recommendation and called for the negotiation of an agreement with Iparq. This is a five-year agreement.

Thus, the PABC requests approval from The Board of Estimates of this Agreement.

MBE/WBE PARTICIPATION:

Waived

Respectfully submitted,

Pete Little, Executive Director
Parking Authority of Baltimore City

APPROVED FOR FUNDS
FEB 21 2012
BUDGET & MGMT. RESEARCH

APPROVED BY BOARD OF ESTIMATES

MAR 07 2012

DATE **CLERK**

APPROVED FOR FUNDS
DEPARTMENT OF FINANCE

Lindsay Wines

Exhibit A

Payment of the Purchase Price shall be made according to the following terms.

COST OF SYSTEM IMPLEMENTATION			
	Milestone (deliverable)	Cost	Payment
1.	Modification of Skeleton Site (Base System) for PABC purposes	$12,000.00	Due 30 days after the Effective Date
	Legacy Data Migration & Conversion	$62,500.00	
2.	Unlimited System Updates, Upgrades, and customization pursuant to Scope of Work	$65,000.00	Due 30 days after completion of Legacy Data Migration and Conversion
3.	Testing, Set-up, Implementation	$82,750.00	Due 30 days after the Launch Date
4.	Software Escrow	17,280.00	Due 30 days after the Launch Date

A. Three payments shall be made to IPARQ during System Implementation.

1. Payment for Modification of the Skeleton Site (the base System) and Legacy Data Migration & Conversion shall be made within 30 days following the Effective Date.
2. Payment for Unlimited System Updates, Upgrades and Customization pursuant to Scope of Work shall be made within 30 days following written acceptance by PABC of the Modification of the Skeleton Site (the base System) and Legacy Data Migration & Conversion.
3. Payment for Testing, Set-up & Implementation, and a one-time payment for the Software Escrow Agreement shall be made within 30 days following the Launch Date.

B. Monthly Payments shall begin on the Launch Date and shall continue on a monthly basis throughout the Term, unless the Agreement is terminated pursuant to the terms of the Agreement. The Monthly Payment of $4,500.00 shall be made, by the first day of each month for which the Monthly Payment is due.

MONTHLY PAYMENT (POST IMPLEMENTATION)			
Service	Unit Price	Monthly Payment	5 year Total
15 Subscription Seat Licenses	$160.00 per Seat	$2400.00	$144,000.00
Hosting Fee	$900.00 per month	$900.00	$54,000.00
Customer Support: Includes, interfacing with Zoning/Planning, Real Property Database, DMV, Parking Enforcement Handheld devices, Training and Customization	$1200.00 per month	$1200.00	$72,000.00
Total Monthly Payment		$4500.00	5 yrs - $270,000.00

AGENCY PRE-SOLICITATION MBE/WBE WAIVER REQUEST

Contracting Agency: Par king Authority of Baltimore City (PABC)

Contract Number and Title: Agreement for Software between PABC and Inet, Inc. (d/b/a IPARQ)

Term of Contract: 5 years

Dollar value of Contract: $509,530

Explain why waiver is requested:

PABC is purchasing software system licenses with customization to meet the PABC's requirements. The system along with the eventual customization is proprietary to IPARQ, eliminating opportunities for sub-contracting. Contract was issued for competitive bidding.

Agency intends to use a selected source: X yes ____ no
Agency intends to use a sole source ____ yes x no
If yes, selected/sole source is ____ MBE ____ WBE

Attach a copy of the contract budget.

If contract will not be competitively bid, attach a list of businesses solicited and indicate which are MBE or WBE.

Signature: [signature] Date: 2/15/12

Name and Title: Peter Little, Executive Director Phone #: (443) 573-2800

Action by Minority and Women's Business Opportunity Office

Signature: [signature] Date: 2/15/12

Waiver Approved X

Waiver Denied ____

Name and Title

Reason if Denied:

AGREEMENT FOR SOFTWARE
RESIDENTIAL PERMIT PARKING PROGRAM

THIS AGREEMENT FOR SOFTWARE (the "**Agreement**") is made and entered into this 10 day of February, 2012, between

the **Baltimore City Parking Authority**
Address: Parking Authority of Baltimore City
200 W. Lombard Street, Suite B
Baltimore, Maryland 21201
Phone: 443-573-2800
Fax: 410-685-1557

and **INET, INC. (d/b/a IPARQ)**
Address: IPARQ

Phone: 805-963-9400
Fax: 413-581-4380

and for the benefit of: **THE MAYOR AND CITY COUNCIL OF BALTIMORE**

for the supply of: **RESIDENTIAL PERMIT PARKING PROGRAM WEB–BASED PERMIT APPLICATION AND DATABASE MANAGEMENT SOFTWARE**

in accordance with the terms and conditions of this Agreement and the attached Exhibits.

Contract Number: _____

Acknowledged: _____ PABC Representative initials

_____ IPARQ Systems Representative initials

AGREEMENT FOR SOFTWARE

THIS AGREEMENT FOR SOFTWARE ("Agreement") is made and entered into this day of _____, 2012 (the "Effective Date") by and between INET, INC., (hereinafter, "IPARQ") and the BALTIMORE CITY PARKING AUTHORITY (hereinafter, "PABC") for the benefit of The Mayor & City Council of Baltimore (hereinafter, the "City").

WHEREAS, The PABC, on behalf of the City, desires to purchase web-based application and database management software for its Residential Permit Parking Program (hereinafter, "RPP Program") for the City of Baltimore; and

WHEREAS, On or about August 1, 2010, the PABC issued a Request for Proposals for Residential Permit Parking Program Web-Based Application and Database Management Software (the "RFP") to which IPARQ responded by a proposal dated September 30, 2010 ("IPARQ's Proposal");and

WHEREAS, IPARQ desires to design, develop, supply, install, support and maintain such software for the City of Baltimore utilizing as its foundation the Internet-based suite of permit management known as ThePermitStore.com and MyIParq.com that is owned by IPARQ and hosted by IPARQ.

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

1. SCOPE OF WORK. IPARQ shall design, deliver and install its products and provide services to the PABC in accordance with the terms of this Agreement, the attached Software ASP Subscription Agreement, the attached Administrative End-User License Agreement (the "AEULA"), IPARQ's Proposal, and as directed from time to time by the PABC.

1.1 System. IPARQ shall design, develop, supply, install, support and maintain a complete suite of parking permit management software for the City of Baltimore, utilizing as its foundation IPARQ's Internet-based, integrated modules of The PermitStore.com and MyiParq.com (hereinafter, the "System") with a software subscription for the System and fifteen (15) concurrent user licenses. The Software shall meet or exceed the capabilities and characteristics specified in IPARQ's Proposal.

The System shall include the following features configured in a manner as agreed between the parties. All Software and database(s) shall be ODBC compliant. Any data converted or prepared pursuant to this Agreement (including existing data converted for import into the System) shall be ODBC compliant and must be able to be imported to PABC windows-based software for internal reporting/analysis.

A. On-line Application Form

The Software shall use on-line application form(s) and graphic interfaces developed by IPARQ in cooperation with, and as approved by, the PABC, utilizing www.ThePermitStore.com. All of the fields required by PABC's current permit application shall be incorporated into the System and IPARQ shall make modifications and additions to the form pursuant to IPARQ's Response and PABC's direction.

The on-line application form shall have 24 hour, 7 days a week, 365 days a year access, yet be able to lock-out applicants from applying for permits in Residential Permit Parking Areas ("RPP Areas") that are not currently scheduled for renewals. Scheduled maintenance will be announced and performed at intervals that will minimize interruptions or access to the system.

The application site, accessible via www.ThePermitStore.com shall include, but not be limited to, the following functions and characteristics:

1) Be user-friendly (i.e. with intuitive features, large font, and easy to navigate with step-by-step instructions)
2) a "shopping cart" feature that allows multiple permits to be purchased in one transaction, while limiting the number of permits that can be purchased for one address (as RPP Area dictates)
3) Allow for online credit card payments, via Mastercard, Discover, Visa and American Express through PABC's merchant services provider
4) Provide a "Frequently Asked Questions" (FAQ) page and help menu which may be revised by PABC
5) Provide a "forgot password" function with security question to directly and automatically email password and user name to the customer.
6) Protect private information (i.e. credit card information; personally indentifying information, telephone numbers; email addresses) from unauthorized uses
7) Allow partially completed on-line applications for permits to be "saved" and completed at another time
8) Provide a "drop-down" menu of customary choices for particular fields of entry (i.e. state; city; vehicle make, model, or color; street names in that RPP area). Very common entries (i.e. Maryland for state) should be pre-populated, with a drop-down menu for other choices. Drop-down menus for addresses should include only street names and directions (i.e. East Cross Street; West Cross Street) that are eligible for RPP permits in that RPP area.
9) Provide printable receipts for permits purchased on-line that contain sufficient information (i.e. customer's name and address; permit numbers; date of purchase; make, model, color and license plate number of vehicles for which decals are purchased) to ensure the correct distribution of permits. The System should allow specific notes to be added by PABC staff to receipts provided to residents in certain RPP Areas or multiple RPP Areas.
10) Clearly identify when the maximum number of decals and/or visitor permits have been acquired for a residence
11) Provide "RPP Area Pages" that RPP Customers/Residents of RPP Areas can refer to in order to easily find information regarding their area, such as:
    i. Expiration date for current permits
    ii. Display starting and ending dates for permit renewal periods
    iii. Provide Dates, times, and locations of community permit distributions (aka "community pick-ups")
    iv. Contact information for RPP Liaison/Area Representative for that RPP area, including a hyperlink to the RPP Liaison/Area Representatives email address.

v. Hyperlinks to the RPP Rules & Regulations page and to the site for purchasing permits

vi. The maximum number of decals and visitor permits that may be acquired per eligible property for that specific RPP Area

12) Provides the ability for "email blasts" to be sent by PABC to residents of an RPP area or to residents of multiple RPP Areas to remind them of upcoming permit renewal periods, and to provide them with other RPP-related news and information

B. On-line Administrative Site

The System shall have an administrative site accessible via www.MyiParq.com with restricted levels of access (PABC shall have ability to set security levels) where reports can be generated and necessary changes to resident (permit applicant) data can be made. The System shall be able to create standardized predefined reports as well as ad hoc reports concerning RPP operations on a daily basis and shall provide a clearly defined audit trail from transaction initiation to completion.

1) For PABC staff, the System should:

a. Allow staff to add, delete, override and refund revenue – tracking such actions
b. Provide real-time ability to cross reference existing data to avoid duplicate inputs
c. Force all alphabetical data to be in capital letters to maintain uniformity of data
d. prevent dashes and spaces in driver's license number to maintain uniformity
e. Separate all parts of an address into separate fields (i.e. apartment number, street direction, street name, building address, suite number, etc.)
f. Integrate with other public agency databases (i.e. State MVA, Zoning/Planning, Real Property Tax Database, Parking Enforcement Agent hand-held devices and software)
g. Be able to either integrate with City-hosted database of eligible RPP addresses to prevent non-existent or ineligible addresses from obtaining permits or provide such abilities through system itself
h. Limit number of Visitor Permits issued to each property according to particular RPP Area specifications, which should be able to be changed from time to time
i. Limit the number of decals issued per property, which should be able to be changed from time to time
j. Allow PABC staff to indicate the number of available off-street parking spaces for each address
k. Allow Customers to indicate the vehicle that will park in an available off-street parking space and which vehicle will display decal.
l. Reduce the number of permits allowed when off-street parking spaces exist, according to each Area's specifications
m. Provide drop down menus or other user entry aids for street name, street type, City/State to prevent typing errors
n. Allow staff to flag specific vehicles (i.e. commercial vehicles) that are not able to obtain a permit
o. Allow staff to flag a specific address or property that is not in the program
p. Prevent entire apartment buildings within certain RPP Areas from obtaining permits (block addresses)

q. Allow staff to search by different fields (i.e. customer name, address, permit number, vehicle license plate)
r. Allow staff to easily add, delete and edit Customer accounts/records (i.e. customer name, address, vehicle information, notes, etc.), while tracking by staff-member who performed the changes and when the changes were made.
s. Have the ability to document bulk permit pick-ups by Liaisons
t. Allow staff to indicate when, where and by whom the permit(s) was/were issued (i.e. Parking Authority Office or Neighborhood Pick-Up)
u. Allow staff to add notes that will also print on the receipt provided to Customers
v. Provide a drop down menu to indicate what documentation a resident presented when obtaining permit(s) which remains in the resident's account history
w. Show all activity history, including staff edits
x. Allow staff to easily send mass emails to residents of each area concerning their renewal and provide administrative support of that function if necessary
y. Use a color coded system within a resident's account to indicate returned, expired or current information (i.e. permits, vehicles, addresses)
z. Provide multiple levels of access (i.e. staff, residents, liaison/representatives)
aa. Provide different levels of access for PABC staff, Supervisors and Finance
bb. Allow for permits to be printed either off-site or on-site
cc. Provide a help page to walk PABC staff through any problems
dd. Provide email and telephone support to be answered within a reasonable set time frame
ee. Allow for the tracking of transactions by number, employee, date, etc.

2) <u>For PABC's Residential Permit Parking Area Representatives (Liaisons),</u> the system should provide reports that may be sorted by available fields and may be downloaded from the System, after security login, enabling RPP Liaisons/Area Representatives to assist the Parking Authority in identifying and reporting certain abuses of the RPP programs, or mistakes in the issuance of permits, such as:

a. Unauthorized vehicles displaying an RPP decal (i.e. a decal acquired for one vehicle, but displayed on another)
b. RPP decals or visitor permits fraudulently obtained by, or mistakenly issued to, a resident of a property that is ineligible for that area's decals or permits.
c. Too many decals or visitor permits issued to a particular property.
d. The issuance of RPP decals to properties that have not designated enough vehicles to off-street parking
e. Spaces in RPP areas that require the designation of vehicles to off-street parking before RPP decals can be issued.
f. Provide reports for RPP Liaisons such that they are exportable in .csv format.
g. Provided reports with search capabilities that include wildcard search criteria (i.e. visitor permits issued to properties in the 600 block of Elm Street).
h. Provide the ability for RPP Liaisons to create predefined reports through administrative access, subject to restrictions defined by PABC and State Law. This may include vehicle decal reports, visitor permit reports, or a required off-street parking space report.

C. <u>On-line Payment</u>

On-line credit card payments made by permit applicants shall be sent through the PABC's third party credit card processor (accepting Visa, Mastercard, Discover and American Express). The PABC shall have the ability to monitor all of the credit card activity on-line in order to reconcile permits and transactions with revenue (a transaction number associated with each application would be most desirable). Residents will be able to purchase all permits with one transaction. PABC should have the capability to refund Residents all or a portion of their payments when necessary, and the System shall be able to recognize and reconcile refunds in the revenue stream.

D. Security

IPARQ and any of its subcontractors will exercise an appropriate standard of care for the management and processing of all data and the related information systems. IPARQ and each of its subcontractors will complete an annual system security audit. IPARQ will provide and maintain a secure, PCI-compliant site for permit transactions. Secure data will be stored behind multiple firewalls, and IPARQ will incorporate industry-standard best practices for ensuring ongoing security.

IPARQ will notify the PABC within one (1) business day of discovery of any system security breach involving IPARQ or its subcontractor systems. Any costs incurred by PABC or the City as a result of any security breach caused by IPARQ or its subcontractors negligence shall be borne by IPARQ and reimbursed to PABC/City upon demand. IPARQ and its subcontractors will provide their best efforts to format credit card data to minimize financial institution processing costs.

Access to PABC/City data shall be secured, at a minimum, by password protection, and shall include multilevel access control. The System shall maintain all data in a secure manner such that PABC employees, IPARQ employees and others will not have access to credit card information.

E. Hosting

For the term of this Agreement, IPARQ shall host the System and database from its facility in the USA. IPARQ guarantees that the system will be fully operational 99.99% of the term of this Agreement. The cost of hosting is included in the purchase price detailed in Exhibit A of this Agreement. The System will be stored in temperature controlled, video monitored, and physically secure locations. Electronic Intrusion Detection Systems will constantly monitor IPARQ's servers. Back-ups of all data will be kept off-site in case of disaster.

1.2 System Implementation and Training. The Purchase Price includes full System design, installation, implementation and training. The System shall be installed, and IPARQ shall perform its other duties in a manner that meets or exceeds the capabilities and characteristics specified in IPARQ's Proposal and the RFP including, without limitation:

(a) System Implementation.

iParq can provide basic system functionality within one business day. For legacy data migration

and outside system integration, IPARQ will work from a 180 day implementation time line, but may complete any one or all milestones earlier than the time line.

There are four key milestones during the 180 day implementation:

• **Skeleton Site** (within 30 day). This is a site customized based on the initial requirements and populated with sample data. It's designed to get your staff familiar with the management system, and to provide a means for self-training among PABC staff.

• **Legacy Data Migration** (within 100 days). Once IPARQ receives PABC's legacy data, IPARQ will import the data into IPARQ's sandbox system, testing it for integrity and validating all of the fields. IPARQ will then migrate the legacy data into the Skeleton Site. This will enable the PABC to see how the system will function with real world data. IPARQ will collaborate with the PABC throughout this process.

• **Staff Training** (within 150 days). IPARQ will train PABC staff as outlined below. IPARQ will provide three days of on-site training.

• **Finalize, Test, Launch** (within 180 days). IPARQ's development team will configure and test a live system based on information and data gathered. An up-to-date System containing permit legacy data and configured pursuant to PABC business requirements detailed in this Agreement, will be provided to the PABC for final testing and debugging. PABC shall have 30 days to review and test the System to determine whether it complies with the Scope of Work. When PABC is satisfied with the System a date shall be agreed upon by IPARQ and PABC for launch of the System (the "Launch Date").

(b) Training & Manuals.

IPARQ shall fully train all designated PABC employees on the use of the System. Such training shall be performed at the PABC offices and IPARQ shall provide at least 16 hours of on-site training without additional compensation. IPARQ shall provide a thorough outline of training content and a complete electronic copy of a user manual for each user license. IPARQ shall provide a thorough outline of the training content and provide a training schedule for both software and hardware. The schedule shall include periodic refresher training (continuing education) at then current rates, including, but not limited to, emphasis on particular areas of the PABC's choice and upgrades of software and/or hardware. City reserves the right to approve the training course content. IPARQ shall provide, as needed, a system of on-line training for the public in how to use the permit application form.

IPARQ shall provide one electronic copy of all operating manuals associated with the software and back-office systems purchased pursuant to this Agreement. Manuals will be in English and provided during the training period.

(c) Technical Support & Maintenance.

IPARQ shall provide telephone and email based technical support for the entire term of this Agreement. Technical support shall be available Monday through Friday, 8 am to 8 pm (EST) utilizing a toll-free telephone number and email address provided by IPARQ. IPARQ shall

respond to each telephone or email request for technical support within thirty (30) minutes of receipt without additional compensation. IPARQ shall provide remote system diagnostics capability.

(d) Upgrades.

IPARQ shall provide to PABC and install all software and System upgrades/enhancements without additional compensation during the term of this Agreement. However, the PABC shall not be required to accept System enhancement and, as directed by the PABC, IPARQ shall continue to provide the Software configured in the manner directed by the PABC consistent with the terms of this Agreement. Any request of the PABC to change the application processing, including without limitation, rates, rate structures, payment acceptance, etc., will be reviewed by IPARQ, and a Scope of Work will be submitted within 5 business days of final submittal of all required data. An hourly rate of two hundred dollars ($200.00) may apply depending upon the nature of the changes.

1.3 Software ASP Subscription Agreement and Administrative and End User License Agreement ("AEULA"). In addition to the terms and conditions of this Agreement, IPARQ's Work and PABC's obligations are also governed by the Software ASP Subscription Agreement and AEULA of even date herewith attached hereto as **Exhibit B** and **Exhibit C** and incorporated herein by reference. In the event of any inconsistencies between this Agreement, the AEULA or the Software ASP Subscription Agreement, this Agreement shall control on all matters, and the AEULA shall control over the ASP Subscription Agreement.

2. PRICE AND PAYMENT. The price of the System configuration, System implementation, training, subscription and user licenses (the "Purchase Price") shall be as specified in **Exhibit A** attached hereto and incorporated herein by reference. Payment shall be made in accord with the terms and conditions of Exhibit A.

3. TERM.

(a) The Term of this Agreement shall begin on the Effective Date and shall continue for a period of five (5) years from the Launch Date.

(b) Renewal and Extension of the Term of the Agreement. The PABC shall have, in its sole discretion, the option of renewing and extending this Agreement for up to two (2) successive extended terms of one-year each. Notice of PABC's intent to exercise the option for any extended term shall be made, in writing, no later than thirty (30) days prior to the expiration of the initial or the then present extended term. All provisions of this Agreement, the Subscription Agreement, and the AEULA shall apply to extended term except as provided in this sub-paragraph.

4. WARRANTY. IPARQ guarantees and warrants, for a period consistent with the Term of Agreement to repair and/or replace, at no additional cost to the PABC or the City, any portion or all of the System that is defective such that it cannot meet the specifications of IPARQ's Proposal, the RFP and this Agreement.

5. TERMINATION.

(a) Termination for Default. Either party may terminate this Agreement for default upon thirty (30) days' written notice to the other if the other party has substantially failed to fulfill any of its obligations under this Agreement in a timely manner.

(b) Termination for Cause. If either party fails to comply with any of the material terms and conditions of this Agreement, including without limitation the payment of any Fees or reimbursement due and payable to IPARQ under this Agreement, the non-defaulting party may terminate this Agreement and/or any or all Purchase Orders and any and all subscription rights upon thirty (30) days' written notice to the defaulting party specifying any such breach, unless within the period of such notice, all breaches specified therein shall have been remedied. The customer shall have the right to terminate this contract early for: (i) unavailability of funds; (ii) cause.

(c) Termination for Convenience. PABC may terminate this Agreement at any time for convenience upon 180 days written notice to IPARQ. IPARQ will issue no refunds for prepaid annual subscriptions.

6. NOTICE. A written notice is deemed served when a party sends the notice in an envelope addressed to the other party to this Agreement and deposits it with the U.S. Postal Service, first class mail, postage prepaid. For purposes of this Agreement, all notices to the PABC and/or City shall be addressed as follows:

Executive Director
Baltimore City Parking Authority
200 W. Lombard Street
Baltimore, MD 21201

All notices to IPARQ shall be addressed as follows:

Inet Inc /iParq
P.O Box 2358
Santa Barbara, CA 93120

7. INDEMNIFICATION. IPARQ warrants that it has the right to license all software and components of the System under this Agreement, the AEULA, and the Software ASP Agreement. IPARQ further warrants that it has obtained any and all necessary permissions from third parties to license the System and its software, and that use of the System by PABC in accordance with the terms of this Agreement and the AEULA shall not infringe the copyright of any third party. IPARQ shall indemnify and hold PABC and software harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, or any other property right arising out of the use of the System by PABC in accordance with the terms of this Agreement. This indemnity shall survive the termination of this agreement. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION.

8. FIDELITY BOND. IPARQ shall maintain throughout the term of this contract, at no expense to the PABC, a Blanket fidelity Bond or a Blanket Crime Policy (Employee Dishonesty Coverage) covering all officers, employees and subcontractors, in an amount not less than Fifty Thousand Dollars ($50,000.00) per occurrence, with any deductible not to exceed Five Thousand Dollars ($5,000.00) and including City and the PABC as "additional obligees" or "loss payees" as their interest may appear.

9. **INDEPENDENT CONTRACTOR / NO AGENCY.** IPARQ shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which IPARQ performs the services required of it by the terms of this Agreement. IPARQ shall be liable for its acts and omissions, and those of its employees and its agents. Nothing contained in this Agreement shall be construed to constitute or create any employment, agency or partnership relationship with the PABC and/or City and IPARQ. Nothing contained in the RFP or in this Agreement shall be construed to constitute or create any employment or agency with the City or PABC. IPARQ is not, and shall not be, an agent or employee of the City or PABC. Direction from the PABC regarding any subject of this Agreement shall be construed as providing direction as to policy and the result of IPARQ's Work only and not as to the means or methods by which such a result is obtained.

10. **CONFLICT OF INTEREST PROHIBITED.** No employee, officer, director, partner or member of IPARQ, or immediate family member of any of the preceding, shall have served or will serve as an elected officer, an employee, or a City board, committee or commission member, who has directly or indirectly influence in the making and/or maintenance of this Agreement.

11. **PROPERTY OF THE CITY.** All of the data prepared, converted, assembled, generated or maintained by IPARQ under this Agreement remains the exclusive property of the PABC and the PABC retains all rights. IPARQ further agrees to make available upon demand, all documentation pertinent to the use of the data such as descriptions of data structures, table relationships, indices and fields of the software provided by IPARQ. IPARQ shall have the right to use such data for the performance of this contract or as directed in writing by PABC.

12. **SETOFF AGAINST DEBTS.** IPARQ agrees that City may deduct from any payments due to IPARQ under this Agreement any monies that IPARQ owes City under any ordinance, Agreement or resolution for any unpaid taxes, fees, licenses, unpaid checks or other amounts.

13. **CONFIDENTIALITY OF INFORMATION.** IPARQ understands and agrees that, in the performance of the services under this Agreement or in the contemplation thereof, IPARQ may have access to private or confidential information which may be owned or controlled by PABC and/or City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging. IPARQ agrees that all information disclosed by the PABC or the City to IPARQ shall be held in confidence and used only in performance of the Agreement. IPARQ shall exercise the same standard of care to protect such information as a reasonably prudent consultant would use to protect its own proprietary data.

14. **THIRD-PARTY BENEFICIARIES.** The City is an express third-party beneficiary of this Agreement. Except the City, and as otherwise expressly provided in this Agreement, nothing in this Agreement shall operate to confer rights or benefits on persons or entities not party to this Agreement.

15. **TAXES.** Payment of any taxes, including Maryland Sales and use Taxes, due as a result of this Agreement and/or the purchases contemplated by this Agreement shall be the obligation of the PABC, if applicable.

16. **BOARD OF ESTIMATES APPROVAL – CONDITION PRECEDENT.** This Agreement must be submitted to the Baltimore City Board of Estimates for approval. **Unless and until approval by the Board of Estimates, the Agreement contemplated herein shall be null and void and of no legal effect.**

17. MISCELLANEOUS PROVISIONS.

(a) Governing Law. Except for claims relating to the rights and duties expressed in the AEULA, any court action related to the formation, interpretation and performance of this Agreement shall be in brought and maintained only in the Court of the City of Baltimore, Maryland.

(b) Amendments. The terms and conditions of this Agreement shall not be altered or otherwise modified except by a written amendment to this Agreement executed by the PABC and IPARQ and approved by the Board of Estimates of Baltimore City.

(c) Severability. If any part of this Agreement or the application thereof is declared invalid for any reason, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared to be severable.

(d) Waiver. Failure of the PABC and/or City to insist on strict performance of this Agreement and/or any obligation hereof shall not constitute a waiver of any of the provisions of this Agreement or a waiver of any other default by IPARQ.

(e) Assignment. IPARQ may not assign this Agreement without the prior written consent of the City, except that IPARQ may assign its right to any money due or to become due hereunder.

(f) Effect On Successors And Assigns. This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto.

(g) Section Headings. The sections and other headings of this Agreement are for convenience of reference only and shall be disregarded in the interpretation of this Agreement.

(h) Entire Agreement. This Agreement, including all attachments and exhibits referenced herein, constitutes the entire agreement between the PABC and IPARQ. The Request for Proposal (including all addenda to the RFP) and IPARQ's response to the RFP (its' proposal) are explicitly subsumed by this Agreement.

(i) Compliance with the Law. IPARQ shall comply with all Federal, State, and City laws, rules, regulations, and ordinances applicable to its activities and obligations under this Agreement.

(j) Time of the Essence. IPARQ acknowledges that time is of the essence in regard to its performance under this Agreement.

(k) Survival. The provisions of this Agreement shall survive the expiration or early termination of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written, the corporate parties by their officers duly authorized.

WITNESS/ATTEST:

Custodian of the City Seal

Alternate

BALTIMORE CITY PARKING AUTHORITY:

By: _____(SEAL)
Peter Little, Executive Director

WITNESS/ATTEST:

_____
Name:

INET, INC. (d/b/a IPARQ):

By: _____(SEAL)
Todd Fisher, President

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

ASSISTANT CITY SOLICITOR

Erin Sher Smyth

APPROVED BY THE BOARD OF ESTIMATES

CLERK

MAR 07 2012
DATE

Exhibit A

Payment of the Purchase Price shall be made according to the following terms.

COST OF SYSTEM IMPLEMENTATION			
	Milestone (deliverable)	Cost	Payment
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2.	Unlimited System Updates, Upgrades, and customization pursuant to Scope of Work	$65,000.00	Due 30 days after completion of Legacy Data Migration and Conversion
3.	Testing, Set-up, Implementation	$82,750.00	Due 30 days after the Launch Date
4.	Software Escrow	17,280.00	Due 30 days after the Launch Date

A. Three payments shall be made to IPARQ during System Implementation.

1. Payment for Modification of the Skeleton Site (the base System) and Legacy Data Migration & Conversion shall be made within 30 days following the Effective Date.
2. Payment for Unlimited System Updates, Upgrades and Customization pursuant to Scope of Work shall be made within 30 days following written acceptance by PABC of the Modification of the Skeleton Site (the base System) and Legacy Data Migration & Conversion.
3. Payment for Testing, Set-up & Implementation, and a one-time payment for the Software Escrow Agreement shall be made within 30 days following the Launch Date.

B. Monthly Payments shall begin on the Launch Date and shall continue on a monthly basis throughout the Term, unless the Agreement is terminated pursuant to the terms of the Agreement. The Monthly Payment of $4,500.00 shall be made, by the first day of each month for which the Monthly Payment is due.

MONTHLY PAYMENT (POST IMPLEMENTATION)			
Service	Unit Price	Monthly Payment	5 year Total
15 Subscription Seat Licenses	$160.00 per Seat	$2400.00	$144,000.00
Hosting Fee	$900.00 per month	$900.00	$54,000.00
Customer Support: Includes, interfacing with Zoning/Planning, Real Property Database, DMV, Parking Enforcement Handheld devices, Training and Customization	$1200.00 per month	$1200.00	$72,000.00
Total Monthly Payment		$4500.00	5 yrs - $270,000.00

Exhibit B

SOFTWARE ASP SUBSCRIPTION AGREEMENT

THIS SOFTWARE ASP AGREEMENT ("Software Agreement") is entered by and between iNet, Inc. ("IPARQ") with its principal office located at 4240 W. Flamingo Rd #201 Las Vegas, NV 89103, and the Baltimore City Parking Authority on behalf of the Mayor and City Council of Baltimore, with its principal office located at 200 W. Lombard Street, Baltimore, MD 21201, ("Subscriber").

WHEREAS, IPARQ will provide a hosted system for Subscriber to allow City residents and other Subscriber approved parking patrons to purchase residential permits online via the Web, as prescribed in the RFP and IPARQ's proposal submitted in response to the RFP titled "RESIDENTIAL PERMIT PARKING PROGRAM WEB–BASED APPLICATION AND DATABASE MANAGEMENT SOFTWARE" dated September 30, 2010; and

WHEREAS, IPARQ owns the Software, as defined below; and

WHEREAS, Subscriber and IPARQ have, by Agreement for Software and AEULA of even date herewith, agreed to Subscriber's use of the Software through an application server, where IPARQ operates the Software on a computer acting as an application server in a shared hardware environment for purposes of access and use by Subscriber over the Internet, all in accordance with the terms and conditions hereof;

WHEREAS, this SOFTWARE ASP SUBSCRIPTION AGREEMENT is meant to technically define the particulars and nuances of Subscriber's use of the Software, the Agreement for Software is meant to define the intent of the parties as to their relationship and the operation of the Software Agreement.

NOW, THEREFORE, in consideration of the foregoing, and in reliance on the mutual agreements contained herein, the parties agree as follows:

1. **Definitions.**

1.1 **"Software."** AEULA describe software and all related software components as specified in the Agreement and IPARQ's Proposal and any updates that may be provided by IPARQ from time to time.

1.2 **"Complete Software Package."** All modules for the sale of parking permits offered under thePermitStore.com and MyIparq.com, with database management and storage.

1.3 **"IPARQ's Application Server."** The computer(s) use by IPARQ for the purpose of hosting the Software for access over the Internet at the web site specified on the applicable Purchase Order.

1.4 **"Supported Browser(s)."** Those Internet browser(s) which are supported by IPARQ for purposes of access and use of the Software.

1.5 **"Authorized Concurrent Users."** The number of Subscriber's employees working at designated Subscriber facilities that are authorized to access and use the Software concurrently.

1.6 **"Subscriber Data."** Data (i) converted from Subscriber's existing database, (ii) entered as input by Subscriber for processing by the Software, and (iii) produced as output by the Software based on a specific query or execution initiated by Subscriber.

1.7 **"Proprietary Rights."** Any and all rights, whether registered or unregistered, in and with respect to patents, copyrights, confidential information, know-how, trade secrets, moral rights, contract or subscription

rights, confidential and proprietary information protected under contract or otherwise under law, trade names, domain names, trade dress, logos, animated characters, trademarks, service marks, and other similar rights or interests in intellectual or industrial property, as limited in the AEULA. Unless Subscriber has a Subscription to the Complete Software Package, Subscriber may not develop its own applications, interfaces, etc. to the Software. Subscribers to the Complete Software Package may develop its own applications, interfaces, etc. to the Software only for its own internal and non-commercial use.

1.8 **"Guaranteed Minimum Commitment."** Notwithstanding anything to the contrary contained herein, if the Agreement for Software is terminated by IPARQ for cause or by Subscriber for convenience, IPARQ will issue no refunds for prepaid annual subscriptions.

2. **Subscription.** Subject to the terms and conditions hereof, during the term hereof, IPARQ hereby grants to Subscriber only to the extent of Authorized Concurrent User Licenses the non-exclusive right under the Proprietary Rights of IPARQ (i) to access and execute the Software only with Supported Browsers through the Internet, and (ii) to transmit Subscriber Data from the Software to Subscriber only with Supported Browsers through the Internet. Subscriber shall use the Software only for Subscriber's internal business operations including affiliated entities that control, or are controlled by, Subscriber, and Subscriber shall not permit the Software to be used by or for the benefit of third parties. Subscriber shall not have the right to sell rights to access or use the Software or to transfer or assign rights to access or use the Software, except as expressly provided herein. All rights not expressly granted to Subscriber herein are expressly reserved by IPARQ.

3. **Restrictions.** Subscriber shall not: (i) transmit or share identification and/or password codes to persons other than the Authorized Concurrent Users for whom such codes were generated; (ii) permit Authorized Concurrent Users to share identification and/or password codes with others; (iii) permit the identification and/or password codes to be cached in proxy servers and accessed by individuals who are not Authorized Concurrent Users; (iv) permit access to IPARQ's Application Server through a single identification and/or password code being made available to multiple users on a network; or (v) attempt or permit any person without valid identification and/or password codes to attempt to access IPARQ's Application Server.

4. **Additional Purchases.**

4.1 **Purchase of Additional Subscriptions.** Subscriber may elect to purchase additional subscriptions via Purchase Order from time to time. Such additional subscriptions shall be governed by the terms and conditions hereof. Pricing for additional subscriptions shall be in accordance with IPARQ's pricing schedule. Subscriber agrees that, absent IPARQ's express written acceptance thereof, the terms and conditions contained in any purchase order or other document issued by Subscriber to IPARQ for the purchase of additional subscriptions, shall not be binding on IPARQ to the extent that such terms and conditions are additional to or inconsistent with those contained in this Agreement.

4.2. **Purchase of Professional Services.** Subscriber may elect to purchase Professional Services including data conversion, web page design and interface programming. IPARQ agrees to provide Professional Services at the hourly rates quoted in its Proposal dated September1, 2011, and further agrees to use its best efforts to complete the work as priced and defined and within the number of hours estimated in that Proposal. After receipt of order IPARQ shall provide Subscriber with project Scope of Work documentation for approval and signature. IPARQ shall provide regular project status updates and notify Subscriber when (i) 75% of the services are complete or 75% of the hours allotted are expended, and/or (ii) when IPARQ believes that the professional services Scope of Work cannot be completed within the allotted/agreed hours. In no case shall IPARQ expend more than the allotted hours without the expressed written approval of the Subscriber (as further approved by the Board of Estimates). Should it be necessary for the PABC to seek approval from the Baltimore City Board of Estimates for an increase in the contract sum due to an inability of IPARQ to complete the Scope of Work as agreed, IPARQ agrees to cooperate with PABC and participate in the

presentations to the City as requested by PABC. IPARQ shall provide such services at the below rates for a period of one(1) year from the date of this agreement:

a).	**Data Conversion**	**$200/hr**
b).	**Web page design**	**$200/hr**
c).	**Interface programming**	**$200/hr**

5. **Services Regarding Software.** During the term hereof and subject to the terms and conditions hereof, IPARQ shall (i) install, operate, and maintain the Software on IPARQ's Application Server, and (ii) provide to Subscriber access to IPARQ's Application Server sufficient for Subscriber to exercise its subscription rights granted herein.

6. **Services Regarding Access to IPARQ's Application Server Shared Hardware Environment.** During the term hereof and subject to the terms and conditions hereof, IPARQ shall undertake commercially reasonable efforts to provide Subscriber with consistent service in a shared hardware environment (i) insulated from changes in the Internet, and (ii) sufficient to access the Software on IPARQ's Application Server through the Internet twenty-four (24) hours per day, seven (7) days per week, except for routine maintenance performed pursuant to notice to Subscriber. IPARQ shall monitor IPARQ's Application Server and undertake commercially reasonable efforts to restore promptly all failures of service at no additional charge to Subscriber. Subscriber shall be solely responsible for (i) providing Internet devices and Supported Browsers to subscriber's staff, and (ii) Internet connections, at Subscriber's sole cost and expense.

7. **Technical Support Services.** Payment in full of Subscription Fee entitles Subscriber to limited technical support in the form of responses to questions by email or telephone. If additional services are required for the proper use and operation of the Software, IPARQ shall provide such training and/or consulting services at its then-current standard rates for time and materials.

7.1 Upgrading Software after normal Technical Support hours.

7.2 Provide redundant power supply to IPARQ's application servers

7.3 Provide redundant Internet feeds to IPARQ's application servers

7.4 Provide daily back-ups for the data residing on IPARQ's application servers

7.5 Provide firewall to limit access to data residing on IPARQ's application servers

7.6 Provide Microsoft® updates and security fixes to IPARQ's application servers as needed

7.7 Provide maintenance reviews of database software. May include memory adjustments, manual extension of table spaces / data files, exports and imports to clean up internal fragmentation on IPARQ's application servers

7.8 Technical Support hours are 10:00 a.m. to 8:00 p.m. EST with 30 minute targeted call back

8. **Cooperation.** Subscriber acknowledges (i) that certain services or obligations of IPARQ hereunder may be dependent on Subscriber providing certain data, information, or assistance to IPARQ from time to time (collectively, "Cooperation"), and (ii) that such Cooperation may be essential to the performance of services by IPARQ. The parties agree that any delay or failure by IPARQ to provide services hereunder which is caused by Subscriber's failure to provide timely Cooperation reasonably requested by IPARQ shall not be deemed to be a breach of IPARQ's performance obligations under this Agreement.

9. **Subscription Fee.** Subscriber shall pre-pay to IPARQ an annual Subscription Fee for the use of the Software, fixes, patches and updates to the Software applicable to the Subscriber's Purchase Order, and technical support services provided hereunder in accordance with the Agreement for Software.

10. **Ownership.** Title to the Proprietary Rights embodied in the Software and other software installed on IPARQ's Application Server or operating as part of IPARQ's web site shall remain in and be the sole and exclusive property of IPARQ. Subscriber shall not alter, change or remove any proprietary notices or confidentiality legends placed on or contained within IPARQ's Application Server operating as part of IPARQ's web site, the Software, or any other software installed on IPARQ's Application Server.

11. **Confidentiality of Software And Software Installed on IPARQ's Application Server.** Subscriber acknowledges IPARQ's claim that the Software and other software installed on IPARQ's Application Server embodies logic, design, and coding methodology which constitute valuable confidential information that is proprietary to IPARQ and its Subscribers. Subscriber shall safeguard the right to access the Software and other software installed on IPARQ's Application Server using the same standard of care which Subscriber uses for its similar confidential materials, but in no event less than reasonable care.

12. **Confidentiality of Subscriber Data.** All Subscriber Data and/or information disclosed to IPARQ in connection with the performance of this Agreement ("Subscriber Confidential Information") shall be held as confidential by IPARQ and shall not, without the prior written consent of Subscriber, be disclosed or be used for any purposes other than the performance of this Agreement. IPARQ shall safeguard the confidentiality of such Subscriber Confidential Information using the same standard of care which IPARQ uses for its similar confidential materials, but in no event less than reasonable care. Notwithstanding the forgoing, the term "Subscriber Confidential Information" shall not be deemed to include information which: (i) is now, or hereafter becomes, through no act or failure to act on the part of IPARQ, generally known or available; (ii) is known by IPARQ at the time of receiving such information as evidenced by its written records; (iii) is hereafter furnished to IPARQ by a third party, as a matter of right and without restriction on disclosure; (iv) is independently developed by IPARQ as evidenced by its written and dated records and without any breach of this Agreement; or (v) is the subject of a written permission to disclose provided by Subscriber. Further notwithstanding the forgoing, disclosure of Subscriber Confidential Information shall not be precluded if such disclosure: (i) is in response to a valid order of a court or other governmental body of the United States; (ii) is otherwise required by law; or (iii) is otherwise necessary to establish rights or enforce obligations under this Agreement, but only to the extent that any such disclosure is necessary.

13. **Limited Warranty.** During the term hereof, IPARQ warrants that (i) IPARQ's Application Server and the Software shall conform to and operate, and (ii) the Software shall be accessible through the Internet, substantially in accordance with the terms and specifications of the Subscriber's Request for Proposals dated August 1, 2010. SUBSCRIBER'S SOLE AND EXCLUSIVE REMEDY AND IPARQ's SOLE AND EXCLUSIVE LIABILITY FOR BREACH OF THIS WARRANTY SHALL BE THE REPLACEMENT OF SERVICE FOR ANY TIME IPARQ's APPLICATION SERVER AND/OR THE SOFTWARE DO NOT CONFORM TO THE WARRANTY. IPARQ DOES NOT WARRANT THAT THE OPERATION OF IPARQ's APPLICATION SERVER, OR THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE.

14. **Warranty Disclaimers.** EXCEPT FOR THE LIMITED EXPRESS WARRANTY PROVIDED ABOVE, NEITHER IPARQ NOR ANY OF ITS SUPPLIERS OR RESELLERS MAKES ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND IPARQ AND ITS SUPPLIERS SPECIFICALLY DISCLAIM THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, AND DATA ACCURACY. SOME STATES DO NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY. SUBSCRIBER ACKNOWLEDGES THAT NO REPRESENTATIONS OTHER THAN THOSE CONTAINED

IN THIS AGREEMENT HAVE BEEN MADE RESPECTING THE SOFTWARE OR SERVICES TO BE PROVIDED HEREUNDER, AND THAT SUBSCRIBER HAS NOT RELIED ON ANY REPRESENTATION NOT EXPRESSLY SET OUT IN THIS AGREEMENT, THE AGREEMENT FOR SOFTWARE OR THE PROPOSAL. FURTHER, SUBSCRIBER ACKNOWLEDGES AND AGREES THAT THE INTERNET IS NOT ESTABLISHED OR MAINTAINED BY IPARQ, THAT IPARQ HAS NO CONTROL OVER THE INTERNET, AND THAT IPARQ IS NOT LIABLE FOR THE DISCONTINUANCE OF OPERATION OF ANY PORTION OF THE INTERNET OR POSSIBLE REGULATION OF THE INTERNET WHICH MIGHT RESTRICT OR PROHIBIT THE OPERATION OF THE SOFTWARE.

15. **Proprietary Rights Warranty and Indemnification.** IPARQ represents and warrants that IPARQ has the authority to issue subscriptions to the Software which is granted herein. IPARQ shall defend, indemnify, and hold Subscriber harmless from claim or damage arising out of (i) the lack of right or authority to issue subscriptions to the Software, or (ii) infringement of any U.S. copyright, trade secret, or patent known to IPARQ as a result of the use of a current, unmodified copy of the Software; provided, however, that IPARQ is promptly notified in writing of any such suit or claim, and further provided that Subscriber permits IPARQ to defend, compromise, or settle same, and provides all available information and reasonable assistance to enable IPARQ to do so. The foregoing is exclusive and states the entire liability of IPARQ with respect to infringements or misappropriation of any Proprietary Rights by the Software.

16. **Disclaimer of Incidental and Consequential Damages.** EXCEPT AS PROVIDED HEREIN, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER UNDER ANY THEORY INCLUDING CONTRACT AND TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCTS LIABILITY) FOR ANY , SPECIAL OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF THE PARTY CAUSING SUCH DAMAGES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY.

17. **Injunctive Relief**. The parties hereby agree that any breach of any provision hereof regarding confidentiality or protection of Proprietary Rights would constitute irreparable harm, and that the aggrieved party shall be entitled to specific performance and/or injunctive relief in addition to other remedies at law or in equity.

18. **Term of Agreement.** The initial term of this Agreement shall commence at the date the Software is installed or six (6) months from the Effective Date of the Agreement for Software, whichever is earlier, and shall continue for a period of sixty (60) months. If a delay in installation is caused by IPARQ, the initial term of this Agreement shall commence at the date the Software is installed. After the expiration or termination of this Agreement and the Agreement for Software, any existing order then still in effect shall continue unaffected and in full force and effect unless otherwise terminated as provided herein or in such order.

19. **Automatic Renewal of Agreement.** Upon expiration of the Initial Term, this Agreement will automatically renew and shall continue in accord with the contract term of the Agreement for Software unless canceled by Subscriber within thirty (30) days of the expiration of the Initial Term or an existing Auto Renewal Term.

20. **Automatic Termination.** Unless IPARQ promptly notifies Subscriber to the contrary in writing after discovery of the relevant facts, this Agreement and all orders will terminate immediately without notice upon the institution of insolvency, bankruptcy, or similar proceedings by or against IPARQ, any assignment or attempted assignment by IPARQ for the benefit of creditors, or any appointment, or application for such appointment, of a receiver for IPARQ.

21. **Termination for Cause.** If either party fails to comply with any of the material terms and conditions of this Agreement or the Agreement for Software, including without limitation the payment of any Subscription Fee or reimbursement due and payable to IPARQ under this Agreement, the non-defaulting party may terminate this

Agreement and/or any or all Purchase Orders and any and all subscription rights upon thirty (30) days' written notice to the defaulting party specifying any such breach, unless within the period of such notice, all breaches specified therein shall have been remedied.

22. **Return of Materials.** Within ten (10) days of the expiration or termination of any subscription under any Purchase Order, Subscriber shall return to IPARQ any materials provided by IPARQ and IPARQ shall provide a copy of all Subscriber Data in an SQL database format. All data conversion paid for by Subscriber, shall remain the property of Subscriber.

23. **Notices.** Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by email or facsimile or U.S. Mail in each case to the address set forth on the initial page hereof or at such other addresses as shall be designated in writing by either party to the other in accordance with this Section. Such notice will be deemed to be given when received.

24. **Assignment.** Subscriber shall not assign this Agreement or any right or interest under this Agreement, nor delegate any work or obligation to be performed under this Agreement, without IPARQ's prior written consent. Any attempted assignment or delegation in contravention of this Section shall be void and ineffective.

25. **Continuing Obligations.** The following obligations shall survive the expiration or termination hereof and the distribution grace period provided above: (i) any and all warranty disclaimers, limitations of liability and indemnities granted by either party herein, (ii) any covenant granted herein for the purpose of determining ownership of, or protecting, the Proprietary Rights, including without limitation, the confidential information of either party, or any remedy for breach thereof, and (iii) the payment of taxes, duties, or any money to IPARQ hereunder.

26. **Arbitration.** Except for actions to protect Proprietary Rights and to enforce an arbitrator's decision hereunder, all disputes, controversies, or claims arising out of or relating to this Agreement or a breach thereof shall be submitted to and finally resolved by arbitration under the rules of the American Arbitration Association ("AAA") then in effect. There shall be one arbitrator, and such arbitrator shall be chosen by mutual agreement of the parties in accordance with AAA rules. The arbitration shall take place in Baltimore, Maryland. The arbitrator shall apply the laws of the State of Maryland to all issues in dispute. The findings of the arbitrator shall be final and binding on the parties, and may be entered in any court of competent jurisdiction for enforcement. Legal fees may be awarded to the prevailing party in the arbitration.

27. **Independent Contractors.** The relationship of the parties is that of independent contractor, and nothing herein shall be construed to create a partnership, joint venture, franchise, employment, or agency relationship between the parties. Subscriber shall have no authority to enter into agreements of any kind on behalf of IPARQ and shall not have the power or authority to bind or obligate IPARQ in any manner to any third party. IPARQ shall have no authority to enter into agreements of any kind on behalf of Subscriber or the City of Baltimore and shall not have the power or authority to bind or obligate Subscriber or the City in any manner to any third party.

28. **Force Majeure.** Neither party shall be liable for damages for any delay or failure of delivery arising out of causes beyond their reasonable control and without their fault or negligence, including, but not limited to, Acts of God, acts of civil or military authority, fires, riots, wars, embargoes, Internet disruptions or third party communications failures. Notwithstanding anything to the contrary contained herein, if either party is unable to perform hereunder for a period of thirty (30) consecutive days, then the other party may terminate this Agreement immediately without liability by ten (10) days written notice to the other.

29. **Miscellaneous.** This Agreement shall be construed under the laws of the State of Maryland, without regard to its principles of conflicts of law. This Agreement may be modified only by a written agreement signed by the parties. The failure of either party to enforce at any time any of the provisions hereof shall not be a waiver of such

provision, or any other provision, or of the right of such party thereafter to enforce any provision hereof. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

IN WITNESS WHEREOF, the parties have caused this Software Agreement to be duly executed below.

WITNESS/ATTEST:

_____

BALTIMORE CITY PARKING AUTHORITY:

By:_____(SEAL)
Peter Little, Executive Director

WITNESS/ATTEST:

_____
Name:

INET, INC. (d/b/a IPARQ):

By:_____(SEAL)
Todd Fisher, President

APPROVED BY THE BOARD OF ESTIMATES:

MAR 07 2012

Date Clerk

Exhibit C

iparq Intelligent Parking

ADMINISTRATIVE AND END-USER LICENSE AGREEMENT FOR IPARQ SOFTWARE, INTELLECTUAL PROPERTY, AND SERVICES

IMPORTANT-READ CAREFULLY: This iNET("IPARQ") Administrative and End-User License Agreemen ("AEULA") is a legal agreement between you (either an individual or a single entity) and IPARQ for the IPARQ software product(s) identified above which may include associated software components, media, printed materials, patents, copyrights, trademarks, other intellectual property, and "online" or electronic documentation ("SOFTWARE PRODUCT"). By using the SOFTWARE PRODUCT, you agree to be bound by the terms of this AEULA.

The SOFTWARE PRODUCT is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE PRODUCT is licensed, not sold.

1. **GRANT OF LICENSE.** The SOFTWARE PRODUCT is licensed as follows:

- **Use.** IPARQ grants you the right to use the SOFTWARE PRODUCT via any standard web browser over the World Wide Web (WWW).
- **Backup Copies.** You may make not any copies of the SOFTWARE PRODUCT.
- **Components.** Certain software components of the SOFTWARE PRODUCT are subject to the following additional provisions:

  All restrictions, licenses, and provisions of the components of the SOFTWARE PRODUCT as specified in any license agreement under which iParq is bound.

2. **DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.**

- **Maintenance of Copyright Notices.** You must not remove or alter any copyright notices on all copies of the SOFTWARE PRODUCT.
- **Distribution.** You may not distribute copies of the SOFTWARE PRODUCT to third parties.
- **Prohibition on Reverse Engineering, Decompilation, and Disassembly.** You may not reverse engineer, decompile, or disassemble the SOFTWARE PRODUCT, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

INT: _____

- **Rental**. You may not rent, lease, or lend the SOFTWARE PRODUCT.

- **Transfer**. You may permanently transfer all of your rights under this AEULA, provided the recipient agrees to the terms of this AEULA and IPARQ so agrees in writing.

- **Support Services**. iParq may provide you with support services related to the SOFTWARE PRODUCT ("Support Services"). Use of Support Services is governed by the IPARQ polices and programs described in the user manual, in "on line" documentation and/or other IPARQ-provided materials. Any supplemental software code provided to you as part of the Support Services shall be considered part of the SOFTWARE PRODUCT and subject to the terms and conditions of this AEULA. With respect to technical information you provide to IPARQ as part of the Support Services, IPARQ may use such information for its business purposes, including for product support and development. IPARQ will not utilize such technical information in a form that personally identifies you.

- **Compliance with Applicable Laws**. You must comply with all applicable laws regarding use of the SOFTWARE PRODUCT.

3. **TERMINATION**. Without prejudice to any other rights, IPARQ may terminate this AEULA if you fail to comply with the terms and conditions of this AEULA. In such event, you must destroy all copies of the SOFTWARE PRODUCT.

4. **COPYRIGHT**. All title, including but not limited to copyrights, patents, trademarks and other intellectual property, in and to the SOFTWARE PRODUCT and any copies thereof are owned by IPARQ or its suppliers. All title and intellectual property rights in and to the content which may be accessed through use of the SOFTWARE PRODUCT is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This AEULA grants you no rights to use such content. All rights not expressly granted are reserved by IPARQ.

5. **U.S. GOVERNMENT RESTRICTED RIGHTS**. All SOFTWARE PRODUCT provided to the U.S. Government pursuant to solicitations issued on or after December 1, 1995 is provided with the commercial rights and restrictions described elsewhere herein. All SOFTWARE PRODUCT provided to the U.S. Government pursuant to solicitations issued prior to December 1, 1995 is provided with RESTRICTED RIGHTS as provided for in FAR, 48 CFR 52.227-14 (JUNE 1987) or FAR, 48 CFR 252.227-7013 (OCT 1988), as applicable.

6. **EXPORT RESTRICTIONS**. You agree that you will not export or re-export the SOFTWARE PRODUCT, any part thereof, or any process or service that is the direct product of the SOFTWARE PRODUCT (the foregoing collectively referred to as the "Restricted Components"), to any country, person or entity subject to U.S. export restrictions. You specifically agree not to export or re-export any of the Restricted Components (i) to any country to which the U.S. has embargoed or restricted the export of goods or services, which currently include, but are not necessarily limited to Cuba, Iran,

Iraq, Libya, North Korea, Sudan and Syria, or to any national of any such country, wherever located, who intends to transmit or transport the Restricted Components back to such country; (ii) to any person or entity who you know or have reason to know will utilize the Restricted Components in the design, development or production of nuclear, chemical or biological weapons; or (iii) to any person or entity who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government. You warrant and represent that neither the U.S. Commerce Department, Bureau of Export Administration nor any other U.S. federal agency has suspended, revoked or denied your export privileges.

7. **NOTE ON JAVA SUPPORT**. The SOFTWARE PRODUCT may contain support for programs written in Java. Java technology is not fault tolerant and is not designed, manufactured, or intended for use or resale as on-line control equipment in hazardous environments requiring fail-safe performance.

8. **NO WARRANTIES**. To the maximum extent permitted by applicable law, IPARQ and its suppliers provide the SOFTWARE PRODUCT and any (if any) Support Services related to the SOFTWARE PRODUCT AS IS AND WITH ALL FAULTS, and hereby disclaim all warranties and conditions, either express, implied or statutory, including, but not limited to, any (if any) implied warranties or conditions of merchantability, of fitness for a particular purpose, of lack of viruses, of accuracy or completeness of responses, of results, and of lack of negligence or lack of workmanlike effort, all with regard to the SOFTWARE PRODUCT, and the provision of or failure to provide Support Services. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT, WITH REGARD TO THE SOFTWARE PRODUCT.

9. **EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES**. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL IPARQ OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS AEULA, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF IPARQ OR ANY SUPPLIER, AND EVEN IF IPARQ OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. **LIMITATION OF LIABILITY**. Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages), the entire liability of IPARQ and any of its suppliers under any provision of this AEULA and your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by you for the SOFTWARE PRODUCT. The foregoing limitations, exclusions and disclaimers shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

11. **MISCELLANEOUS**.

If you acquired this SOFTWARE PRODUCT in the United States, this AEULA is governed by the laws of the State of California. If you acquired this SOFTWARE PRODUCT in Canada, unless expressly prohibited by local law, this AEULA is governed by the laws in force in the Province of Ontario, Canada; and, in respect of any dispute which may arise hereunder, you consent to the jurisdiction of the federal and provincial courts sitting in Toronto, Ontario. If this SOFTWARE PRODUCT was acquired outside the United States, then local law may apply.

Should you have any questions concerning this AEULA, or if you desire to contact IPARQ for any reason, please email your request to iParq at legal@iparq.com.

INT: _____

Software Escrow Agreement

("Single Beneficiary")

February 10, 2012
Date of Agreement

19840 SB
Escrow Number

EscrowTech International, Inc.
Escrow Agent

801-852-8202
Telephone

3290 West Mayflower Way
Address

801-852-8203
Facsimile

Lehi, UT 84043
City, State, Zip Code

INET INC
Owner Company Name

Bryant Park
Main Contact

4100 W. Flamingo Rd. #2750
Address Line 1

805-963-9400
Telephone

Address Line 2

888-900-7845
Facsimile

Las Vegas, NV 89103
City, State, Zip Code

Bryant@iparq.com
e-mail Address

USA
Country

Parking Authority of Baltimore City
Beneficiary Company Name

Peter Little
Main Contact

200 W. Lombard Street
Address Line 1

443-573-2801
Telephone

Address Line 2

410-685-1557
Facsimile

Baltimore, MD 21201
City, State, Zip Code

peter.little@baltimorecity.gov
e-mail Address

USA
Country

1. ***Software and Establishment of the Escrow.*** Owner owns or has rights to the "Software" identified in Exhibit A. By this Agreement, Owner establishes an escrow of Deposit Materials (see Exhibit A) for the Software (the "Escrow").

2. ***Deposit Materials.*** The Deposit Materials are described in Exhibit A. Owner shall deposit the "Deposit Materials" (including "Updates") into the Escrow by delivering them to EscrowTech. Owner certifies to EscrowTech that Owner has the right to provide the Deposit Materials to EscrowTech for the purposes of this Agreement and that a release, if ever, of such Deposit Materials to Beneficiary in accordance with this Agreement will not violate third party rights or U.S. export laws or regulations. Owner shall indemnify EscrowTech against, and hold it harmless from, any claim to the contrary.

3. ***Encryption and Reproduction.*** Owner warrants that no Deposit Materials will be encrypted or password protected and that all Deposit Materials will be in a readable and useable form (for purposes of the Permitted Use - see Section 12) and will be readily reproducible by EscrowTech for copying as needed under this Agreement (see, e.g., Section 11). Exception: If Deposit Materials are transmitted electronically to EscrowTech via FTP or other electronic transmission method accepted by EscrowTech, then such Deposit Materials may be in an encrypted format that is acceptable to EscrowTech and that can be decrypted by EscrowTech and stored in an unencrypted format on physical media (e.g., a CD ROM). It is Owner's responsibility to provide any decryption tools/keys, passwords, and information needed for decryption. It is not EscrowTech's responsibility to discover if any of the Deposit Materials are encrypted or password protected or to provide de-encryption tools/keys, passwords or information needed for decryption.

4. ***Updates.*** Owner shall update the Escrow by delivering to EscrowTech Updated Deposit Materials ("Updates") as described in Exhibit A. Updates shall be part of the "Deposit Materials."

5. ***Deposit Procedure.*** Deposit Materials shall be delivered by Owner to EscrowTech in accordance with EscrowTech's then-current deposit procedures. Duplicate copies (i.e., two sets) of all Deposit Materials in reliable storage media should be delivered by Owner, but EscrowTech is not responsible if Owner fails to comply with this.

(a) ***Deposit Inventory Form.*** Owner will submit with the Deposit Materials a completed Deposit Inventory Form. Such Deposit Inventory Form shall be a representation by Owner to Beneficiary and EscrowTech that the Deposit Materials conform to the descriptions and identifications in the Deposit Inventory Form.

(b) ***Confirmation.*** To confirm receipt of the Deposit Materials, EscrowTech will mail or otherwise deliver a copy of the Deposit Inventory Form to Owner and Beneficiary.

(c) ***Deficiency.*** If Beneficiary believes that the Deposit Materials, as identified in the Deposit Inventory Form, are deficient (e.g., incomplete or inadequate) or if there is some other problem, then Beneficiary shall notify Owner and resolve the matter with Owner. It is Owner's responsibility to deposit all required Deposit Materials.

(d) ***Verification.*** EscrowTech is not responsible for verifying the completeness, accuracy, suitability, state, format, safety, quality, or content of the Deposit Materials. However, at the request of Beneficiary, EscrowTech may conduct technical verifications of Deposit Materials for Beneficiary in accordance with a Technical Verification Addendum. Beneficiary must pay EscrowTech's then-current fees plus expenses for the technical verifications.

(e) ***File Name Listings.*** At the option of Beneficiary, EscrowTech may generate a list of file names from the Deposit Materials and provide a copy of the list to Beneficiary. This only applies to Deposit Materials in an electronic form from which EscrowTech can generate the list on a PC running Windows. The copy of the list will be provided with the Confirmation of Receipt of Deposit Materials or separately. If Beneficiary exercises this option, the "File Listing Fee" will be paid to EscrowTech in accordance with the Fee Schedule attached hereto.

6. ***Replacement of Obsolete Deposit Materials.*** Owner and Beneficiary may jointly identify for EscrowTech any Deposit Materials which become obsolete, outdated or redundant and instruct EscrowTech to destroy or return the identified Deposit Materials. Such identification shall be made in writing and must be consistent with the labeling and identification used by Owner when the Deposit Materials were deposited with EscrowTech or be otherwise understandable to EscrowTech. The "Deposit Materials" shall cease to include any destroyed or returned Deposit Materials.

7. ***License Agreement.*** Owner and Beneficiary have entered into one or more agreements identified in Exhibit A pursuant to which Owner has licensed or provided the Software to the Beneficiary. Such agreement(s) is (are) referred to herein as the "License Agreement." This Software Escrow Agreement is intended by the Parties to be "supplementary" to the License Agreement within the meaning of Section 365(n) of the U.S. Bankruptcy Code (11 U.S.C. 365(n)). If this Agreement and/or the License Agreement is (are) rejected by Owner as a debtor in possession or a trustee or by any other person or entity under the U.S. Bankruptcy Code, then Beneficiary may elect to retain its rights as provided in Section 365(n). The Parties intend that no bankruptcy or bankruptcy proceeding, petition, law or regulation (and no other proceeding, petition, law or regulation of a similar nature in any state or foreign jurisdiction) will impede, delay or prevent the release of Deposit Materials to Beneficiary in accordance with the provisions of this Agreement, and Owner hereby conveys and licenses to EscrowTech such rights (including intellectual property rights) as are necessary to allow EscrowTech to lawfully make such release and perform this Agreement. This license is granted as of the date of this Agreement and shall predate any bankruptcy petition subsequent to such date.

8. ***Embodiment of Intellectual Property.*** The Deposit Materials are an "embodiment" of "intellectual property" as those terms are used in Section 365(n) of the U.S. Bankruptcy Code (11 U.S.C. 365(n)). The tangible Deposit Materials and any copies thereof made by EscrowTech in accordance with this Agreement are owned by EscrowTech, but such ownership does not include ownership of any copyrights or other intellectual property in or to the Deposit Materials.

9. ***Release of Deposit Materials - Request of Beneficiary.*** Beneficiary shall be entitled to receive the Deposit Materials if the Release Condition described in Exhibit B occurs. The following release procedure shall apply:

(a) ***Notice to EscrowTech.*** Beneficiary shall give written notice to EscrowTech informing EscrowTech that the Release Condition has occurred, and shall request EscrowTech in writing to release the Deposit Materials to Beneficiary.

(b) ***Notice to Owner.*** EscrowTech shall then promptly send written notice to Owner of Beneficiary's notice and request for release. Such notice will be sent by a "next day" or "overnight" or "priority" or "express" commercial delivery service (e.g., Federal Express, UPS or U.S. Express Mail, etc.) or will be delivered personally.

(c) ***Release and Waiting Period.*** Unless there is a timely dispute or objection as provided in Section 9 (d) below, EscrowTech shall release the Deposit Materials to Beneficiary promptly after expiration of the Waiting Period. The "Waiting Period" shall be ____two weeks_____, beginning on the date that the notice is sent by EscrowTech to Owner.

(d) ***Dispute.*** If Owner disputes Beneficiary's right to the Deposit Materials or otherwise objects to their release, then Owner must give written notice of such dispute or objection to EscrowTech prior to the conclusion of the Waiting Period. If EscrowTech receives such timely notice of dispute or objection, then EscrowTech will not release the Deposit Materials to Beneficiary until the dispute or objection is resolved by Owner and Beneficiary in accordance with Section 17 or by court order. Such resolution will determine whether or not Beneficiary is entitled to receive the Deposit Materials from EscrowTech. EscrowTech has no obligation to determine whether or not Beneficiary is entitled to the Deposit Materials.

(e) ***Partial Release.*** If Owner believes that Beneficiary is entitled to a release of only a portion of the Deposit Materials, it is the responsibility of Owner to indicate this in a written notice to EscrowTech and to clearly identify in such notice the portion of the Deposit Materials that should be released to Beneficiary and what should not be released. This notice must be given promptly and must be received by EscrowTech within the above Waiting Period. If the Beneficiary believes that it is entitled to more than said portion of the Deposit Materials, then this dispute shall be resolved in accordance with Section 17.

10. ***Release of Deposit Materials - Owner's Instruction.*** Upon receipt of notice and instruction from Owner and the receipt of the Release Fee, EscrowTech shall release the Deposit Materials to Beneficiary.

11. ***Copies.*** Any Deposit Materials released to Beneficiary under this Agreement may be in the form of a copy of the Deposit Materials. EscrowTech

may copy the Deposit Materials for the purposes of this Agreement. Such copies shall be considered Deposit Materials for the purposes of this Agreement.

12. ***Use of Released Deposit Materials.*** Deposit Materials released to Beneficiary under this Agreement may only be used by Beneficiary as permitted in Exhibit B ("Permitted Use"). Owner hereby licenses Beneficiary to practice the Permitted Use. Although Beneficiary is not entitled to receive any Deposit Materials until after a release under this Agreement, this Permitted Use license is granted as of the date of this Agreement and shall predate any bankruptcy petition subsequent to such date. If this Agreement and/or the License Agreement are/is rejected by Owner as a debtor in possession or by a trustee or by any other person or entity under the U.S. Bankruptcy Code, then Beneficiary may elect to retain this Permitted Use license as part of the rights it may retain in accordance with Section 365(n) of the U.S. Bankruptcy Code. This shall not negate, prejudice or limit any other rights which Beneficiary may have.

13. ***Fees.*** EscrowTech shall receive the following fees and payments:

(a) ***Annual Fee.*** Beginning on the date of this Agreement and on each anniversary thereafter until termination of the Escrow, the Annual Fee shall be paid to EscrowTech in accordance with the Fee Schedule (Exhibit C). The Annual Fee is payable at the beginning of the contract year to which it is applicable.

(b) ***Excess Update Fee.*** Four Updates to the Escrow per contract year are included at no extra charge. If more than four Updates are made in a contract year, the Excess Update Fee shall be paid to EscrowTech for each extra Update in accordance with the Fee Schedule (Exhibit C).

(c) ***Release Fees.*** If Beneficiary requests a release of the Deposit Materials under Section 9, Beneficiary shall pay the Release Fee (Exhibit C) to EscrowTech prior to the release. If the Deposit Materials are released at the instruction of Owner under Section 10, Owner shall pay the Release Fee to EscrowTech prior to the release.

(d) ***Excess Storage Charges.*** If the storage requirement for the Deposit Materials exceeds two cubic feet, then the Excess Storage Charge shall be paid to EscrowTech in accordance with the Fee Schedule (Exhibit C).

(e) ***Increases.*** The fees set forth in Exhibit C are fixed for three years. Thereafter, fees are subject to reasonable increase by EscrowTech upon advance written notice. EscrowTech's then-current fees shall be payable.

(f) ***Costs.*** Beneficiary shall pay EscrowTech for reasonable out of pocket costs incurred by EscrowTech in releasing, copying and delivering the Deposit Materials to Beneficiary if the release is requested by Beneficiary. Owner shall be responsible for such costs if the release is requested by Owner. Owner and Beneficiary shall pay EscrowTech for all other costs reasonably incurred by EscrowTech in connection with this Agreement or the Escrow. Costs are not included in the above fees and are payable in addition to the above fees.

14. ***Termination of Escrow by Beneficiary or Termination Condition.*** The Escrow and Beneficiary's rights under this Agreement will terminate if any of the following occurs:

(a) Beneficiary gives written notice of Escrow termination to EscrowTech.

(b) A termination condition under Exhibit B is satisfied in accordance with Exhibit B. If any such termination condition is satisfied, then Beneficiary and Owner will give prompt written notice thereof to EscrowTech. If such notice is given by Owner, but not the Beneficiary, then EscrowTech may send notice thereof to Beneficiary and if EscrowTech does not receive a written objection from Beneficiary within three weeks after the date of EscrowTech's notice, then EscrowTech may terminate the Escrow.

(c) Beneficiary breaches this Agreement and does not cure such breach within 30 days of written notice of such breach, and EscrowTech gives notice of termination.

(d) The Escrow terminates under Section 15.

EscrowTech will have no obligation or liability to Beneficiary after termination of the Escrow.

15. ***Termination of Escrow by Owner or EscrowTech.*** Subject to Section 16, this Escrow may be terminated by either Owner or EscrowTech upon 90 days advance written notice of termination to the other Parties. Termination will not be effective until

the end of the 90 day period (and any extension pursuant to Section 16). If a Release Condition occurs and EscrowTech is given written notice thereof under Section 9 (a) prior to the date of termination, then the Escrow will not terminate without the written consent of Beneficiary. Upon termination of the Escrow the following shall apply:

(a) EscrowTech shall either return the Deposit Materials to Owner or destroy the Deposit Materials, whichever Owner requests. If destruction is requested, EscrowTech will certify in writing to Owner that such destruction has occurred.

(b) EscrowTech shall have no obligation or liability to Owner or Beneficiary after termination.

(c) Termination of the Escrow shall not affect any rights or licenses granted to EscrowTech or Beneficiary with respect to Deposit Materials released to (or which should be released to) Beneficiary because of a Release Condition occurring prior to the date of termination.

16. ***Establishment of Substitute Escrow.*** During the 90 day period under Section 15, Owner shall establish a substitute escrow with a third party escrow agent for the benefit of Beneficiary. The substitute escrow must be approved by Beneficiary, but such approval will not be unreasonably withheld or delayed. If necessary, this matter shall be resolved in accordance with Section 17. If more than 90 days is needed to establish the substitute escrow and if EscrowTech receives written notice from Owner or Beneficiary of such need prior to the end of such 90 days, then the 90 day period under Section 15 shall be extended as reasonably necessary and the Escrow shall not terminate until EscrowTech receives written notice from Owner that the substitute escrow has been established and approved.

17. ***Dispute Resolution.*** In the event of any dispute between the Parties relating to this Agreement or the Escrow, they shall first seek to settle the dispute by mutual agreement. If they have not reached a settlement within one week, then any disputing Party may thereafter submit the dispute to arbitration, and if so submitted, such dispute shall be finally settled by arbitration conducted in accordance with the commercial arbitration rules of the American Arbitration Association or its successor. The disputing Parties shall attempt to mutually agree upon a neutral arbitrator. If the disputing Parties cannot reach such agreement, they shall request the American Arbitration Association or its successor to designate a neutral arbitrator. Any arbitration involving EscrowTech as a party shall be conducted in Salt Lake City, Utah. Any arbitration to which EscrowTech is not a party shall be conducted in Owner's city as indicated at the beginning of this Agreement. The institution of any arbitration proceeding hereunder shall not relieve any Party of its obligation to make payments under this Agreement. The decision by the arbitrator shall be binding and conclusive upon the Parties, their successors, assigns and trustees and they shall comply with such decision in good faith, and each Party hereby submits itself to the jurisdiction of the courts of the place where the arbitration is held, but only for the entry of judgment or for the enforcement of the decision of the arbitrator hereunder. Judgment upon the award may be entered in any court having jurisdiction.

18. ***Protection of Deposit Materials.*** EscrowTech shall keep the Deposit Materials delivered to it in secure storage and shall keep the contents thereof confidential. If any of the Deposit Materials are damaged, destroyed or lost by fire, theft, accident, or other mishap or cause, Owner shall promptly submit to EscrowTech such Updates and replacements as are necessary to replace the damaged, destroyed or lost Deposit Materials. There shall be no Excess Update Fees charged to Owner for such Updates or replacements.

19. ***Indemnification.*** In the event that EscrowTech takes any action or inaction at the request or demand of Owner or Beneficiary, then the Owner or Beneficiary making such request or demand shall indemnify and hold harmless EscrowTech and its directors, officers, employees, shareholders, and representatives from and against any and all liabilities, claims, judgments, damages, losses and expenses, including attorneys' fees, arising out of or relating to such action or inaction.

20. ***Depository Only.*** EscrowTech acts hereunder as a depository only and is not responsible or liable for the completeness, accuracy, suitability, state, format, safety, quality, content, sufficiency, correctness, genuineness or validity of the Deposit Materials or any document submitted to EscrowTech or the execution of the same or the identity, authority, or rights of any person executing

or depositing the same. EscrowTech is not responsible for any loss of Deposit Materials due to defective, outdated, or unreliable storage media (e.g., CD ROMs, magnetic tape, disks, etc.) or for the degradation of storage media.

21. ***Uncertainty.*** Notwithstanding anything in this Agreement to the contrary, if EscrowTech is uncertain as to any duty, obligation, demand, or right, EscrowTech may hold the Deposit Materials and refrain from taking any action and wait for a final resolution under Section 17 or a court order.

22. ***Reliance.*** EscrowTech shall not incur any liability in acting upon any notice, request, waiver, consent, receipt or other paper or document believed by EscrowTech to be genuine and to be signed by the proper party or parties, or in acting upon any resolution under Section 17 or any court order.

23. ***Extraordinary Services.*** In addition to the Fees and Charges for the usual services of EscrowTech under this Agreement (see Section 13 and Exhibit C), EscrowTech shall be entitled to additional reasonable compensation should EscrowTech be requested or required to perform any additional or extraordinary service; and EscrowTech shall be reimbursed for any out-of-pocket expenses (including, without limitation, travel expenses and fees of counsel) reasonably incurred in connection with such additional or extraordinary services. Extraordinary services include, but are not limited to, any involvement of EscrowTech, at the request or demand of Owner or Beneficiary, in any meeting, mediation, arbitration or litigation between Owner and Beneficiary.

24. ***Disclaimer.*** **ESCROWTECH MAKES NO WARRANTY NOT EXPRESSLY SET FORTH HEREIN. ANY IMPLIED WARRANTIES ARE DISCLAIMED AND EXCLUDED BY ESCROWTECH.**

25. ***Limitation on Liability.*** **FOR ANY AND ALL CLAIMS AND CAUSES OF ACTION (INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, TORT, MALPRACTICE, ETC.), ESCROWTECH'S AGGREGATE LIABILITY TO OWNER AND BENEFICIARY SHALL NOT EXCEED THE TOTAL FEES PAID TO ESCROWTECH UNDER THIS AGREEMENT. IN NO EVENT SHALL ESCROWTECH BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES OR LOSS OF PROFITS, REVENUES OR BUSINESS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.**

26. ***Interpretation.*** The wording used in this Agreement is the wording chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against or in favor of any Party. Section headings are for convenience only, and do not limit or affect the provisions of this Agreement or their interpretation.

27. ***Entire Agreement.*** This Agreement constitutes the entire agreement of the Parties relating to the Escrow. This Agreement sets forth all the duties and obligations of EscrowTech with respect to any and all matters relating to this Agreement, the Escrow or the Deposit Materials. EscrowTech has no implied duties or obligations. No prior, contemporaneous, or subsequent purchase order that contains conflicting or additional terms or conditions will be binding on parties even if such purchase order is acknowledged or accepted.

28. ***Force Majeure.*** Except for obligations to make payment, no Party shall be liable for any failure to perform arising from causes beyond its control, including, but not limited to, fire, storm, flood, earthquake, explosion, accident, theft, terrorism, acts of public enemies, war, insurrection, sabotage, illness, labor disputes or shortages, product shortages, failure or delays in transportation, inability to secure materials, parts or equipment, acts of God, or acts of any governmental authority or agency thereof.

29. ***Governing Law.*** This Agreement is made and entered into in the state of Utah. This Agreement, the Escrow and the relationship of EscrowTech with Owner and Beneficiary shall be governed and construed under and in accordance with the laws of the state of Utah without regard to conflict of laws principles. Furthermore, in the event of any litigation or arbitration between EscrowTech and Owner or between EscrowTech and Beneficiary, such litigation or arbitration shall be conducted exclusively in Salt Lake City, Utah and the Parties hereby agree and submit to such jurisdiction and venue.

30. ***Notices.*** All notices under this Agreement shall be in writing and shall be delivered to the address indicated for the intended Party at the beginning of this Agreement, or to such substitute address as any Party may designate for itself by proper notice to the other Parties. It is the

responsibility of each Party to keep the other Parties informed of its then-current address and telephone and fax numbers.

31. ***Modification.*** This Agreement may only be modified, amended or rescinded by a writing signed by all affected Parties.

32. ***Assignment.*** This Agreement may be assigned by a Party to a successor who acquires substantially all of such Party's business assets relevant to the subject matter of this Agreement. The assigning Party must give notice thereof to the other affected Parties and must deliver to such other affected Parties a copy of the successor's written agreement to accept this Agreement and to assume the assigning Party's position under this Agreement.

33. ***Execution.*** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. The persons signing below represent that they are duly authorized to execute this Agreement for and on behalf of the Party for whom they are signing. The signature of a signing party may be in the form of an electronic signature.

[Signatures are found on Next Page.]

Agreed to and accepted by:

INET INC	EscrowTech International, Inc.
Owner Company Name	Escrow Agent
Authorized Signature	Authorized Signature
Todd Fisher	
Name	Name
President	
Title	Title

Parking Authority of Baltimore City

Beneficiary Company Name

Authorized Signature

Peter Little

Name

Executive Director

Title

EXHIBIT A

1. LICENSE AGREEMENT

Owner and Beneficiary have entered into one or more other agreements identified below:

_____
License Agreement

Such agreement(s) (including addendums or amendments thereto, if any) is (are) referred to in the Escrow Agreement as the "License Agreement."

2. SOFTWARE

The following "Software" is licensed or provided by Owner to Beneficiary under their License Agreement:

_____
Software

3. DEPOSIT MATERIALS

Owner shall deliver to EscrowTech the following "Deposit Materials" to be held in the Escrow:

Source Code for the Software

4. UPDATES

If and as Beneficiary receives under the License Agreement any new version of, update to, or replacement for the Software, Owner shall update the Escrow by delivering to EscrowTech the corresponding new version of, update to, or replacement for the Deposit Materials ("Updated Deposit Materials" or "Updates"). Owner shall keep the Deposit Materials current with the Software licensed or provided to Beneficiary under the License Agreement. However, Owner shall not be obligated to provide Updates more frequently than __4__ times per contract year.

EXHIBIT B

1. RELEASE CONDITION

The "Release Condition" shall be deemed to have occurred in the event of any of the following:

1. Owner discontinues business because of insolvency or bankruptcy, and no successor assumes Owner's Software maintenance obligations under the License Agreement.

2. Owner (or its successor) defaults in its obligation to provide maintenance services as required by the License Agreement, and fails to cure such default within two weeks after receiving written notice of the default from Beneficiary. The notice must describe the default and the action which Beneficiary believes is necessary to cure the default. If more than two weeks is reasonably required to complete the cure, Owner (or its successor) shall have such additional time (not to exceed two months) as is reasonably needed, provided that Owner (or its successor) is diligent in completing the cure.

3. Beneficiary becomes entitled to a release of the Deposit Materials pursuant to the terms of the License Agreement.

2. PERMITTED USE

The following apply to Deposit Materials released to Beneficiary in accordance with this Software Escrow Agreement:

a) Beneficiary may only use the Deposit Materials to maintain, modify and enhance the Software. The maintained, modified and enhanced Software may only be used in accordance with the License Agreement.

b) Beneficiary may not disclose the Deposit Materials to any third party and shall keep the Deposit Materials confidential, except as provided below.

c) Beneficiary may engage the services of independent contractors (e.g., computer programmers or an outsourced maintenance service) to assist Beneficiary in exercising its Permitted Use rights. Each such independent contractor must agree in writing that it/he/she will not disclose or transfer the Deposit Materials to any other person, and will not use the Deposit Materials for any purpose other than to assist Beneficiary in exercising its Permitted Use rights. These restrictions shall not limit or negate the rights, if any, of the independent contractor with respect to materials that are similar or identical to the Deposit Materials and are lawfully received by the independent contractor from a source other than Beneficiary (e.g., a maintenance service that receives similar or identical materials from other beneficiaries or licensees).

d) Items a., b. and c. above are subject to such additional rights or limitations as may be set forth in a provision, if any, in the License Agreement which addresses use of the released Deposit Materials by Beneficiary.

The Permitted Use is a fully paid-up license and may not be revoked, terminated or rejected without Beneficiary's written consent. This Permitted Use license also includes the right to use and copy the binary, executable and object code versions of the Software and the maintained, modified and enhanced versions of Software created from or with the Deposit Materials.

3. TERMINATION OF ESCROW – TERMINATION CONDITIONS (see Subsection 14(b) of the Software Escrow Agreement)

In addition to other grounds for termination under Section 14 or 15, the Escrow will terminate if any of the following termination conditions is satisfied:

1. The License Agreement terminates; or

2. The License terminates; or

3. Owner's obligations to provide maintenance and support services to Beneficiary for the Software have ended.