

**TROY CITY COUNCIL
FINANCE COMMITTEE AGENDA
August 6, 2020
6:30 P.M.**

Pledge of Allegiance
Roll Call
Approval of Minutes
Presentation of Agenda
Public Forum*

LOCAL LAWS

ORDINANCES

56. Ordinance Transferring Funds Within The 2020 Garbage Fund Budget (Council President Mantello) (At The Request Of The Administration)

57. Ordinance Authorizing The Allocation Of Neighborhood Improvement Project Funds (Council Member Steele, Council Member Gulli, Council Member Cummings, Council President Mantello)

58. Ordinance Approving A Grant Of Easement To Niagara Mohawk Power Corporation And Verizon New York, Inc. (Council President Mantello) (At The Request Of The Administration)

59. Ordinance Authorizing A Credit For Any Penalty Imposed On Payments Made To The City Of Troy Treasurer's Office On August 1, August 2, Or August 3, 2020 (Council President Mantello) (At The Request Of The Administration)

60. Ordinance Transferring Funds Within The 2020 General Fund Budget (Council President Mantello) (At The Request Of The Administration)

RESOLUTIONS

85. Resolution Appointing Commissioners Of Deeds For The City Of Troy (Council President Mantello)

86. Resolution Authorizing The Mayor To Execute An Agreement With Passport Labs, Inc. (Council President Mantello) (At The Request Of The Administration)

* Due to the COVID-19 crisis, this meeting shall be held via videoconference. If you would like a statement added to the record as part of the public forum at the beginning of the meeting, please email your statement to the City Clerk at mara.drogan@troyny.gov at least 1 hour before the start of the meeting. Indicate that it is intended to be read at the meeting and include your full name and residential address. Public forums for committee meetings are limited to agenda items.

**ORDINANCE TRANSFERRING FUNDS WITHIN THE 2020 GARBAGE FUND
BUDGET**

The City of Troy, convened in City Council, ordains as follows:

Section 1. The City of Troy 2020 budget is herein amended as set forth in Schedule A entitled:

2020 Budget Transfer(s) – Garbage Fund

which is attached hereto and made a part hereof

Section 2. This act will take effect immediately.

Approved as to form _____, 2020

Richard T. Morrissey, Corporation Counsel

MEMO IN SUPPORT

This budget transfer provides additional funding in the Garbage Fund for the hiring of temporary employees, funding for additional overtime for the rest of the fiscal year and to fund the accounts for clothing allowance pursuant to the CSEA contract.

Schedule A

ORD56

2020 Budget Transfer(s) – Garbage Fund

Department	Account No.	Description	Original Budget*	Change (+ / -)	Revised Budget
Health Insurance Admin	CL.1710.0409.0010.0000	Health Insurance Admin	3,143.00	638.00	3,781.00
Contingency	CL.1990.0418.0000.0000	Contingency	19,078.00	(18,838.00)	240.00
Residential Pickup	CL.8160.0101.0000.0000	Permanent Salaries	1,058,515.00	(40,000.00)	1,018,515.00
Residential Pickup	CL.8160.0102.0000.0000	Temporary Salaries	0.00	30,000.00	30,000.00
Residential Pickup	CL.8160.0103.0000.0000	Overtime	30,000.00	15,000.00	45,000.00
Residential Pickup	CL.8160.0107.0000.0000	Clothing Allowance	0.00	10,000.00	10,000.00
Municipal Pickup	CL.8170.0107.0000.0000	Clothing Allowance	0.00	1,600.00	1,600.00
Bulk Pickup	CL.8175.0107.0000.0000	Clothing Allowance	0.00	1,600.00	1,600.00
Net Impact On Garbage Fund				<u>0.00</u>	

* Or as previously amended

**ORDINANCE AUTHORIZING THE ALLOCATION OF NEIGHBORHOOD
IMPROVEMENT PROJECT FUNDS**

The City of Troy, in City Council convened, ordains as follows:

Section 1. \$10,000 has been allocated in the 2020 City of Troy budget for 2020 Neighborhood Improvement Projects.

Section 2. The City Council of the City of Troy, New York, having given due deliberation and consideration to the several applications presented for Neighborhood Improvement Projects, does hereby allocate the 2020 Neighborhood Improvement Projects according to the recommendations of the NIP Subcommittee, which shall be attached hereto by the Clerk and made a part hereof.

Section 3. This ordinance shall take effect immediately.

Approved as to form _____, 2020

Richard T. Morrissey, Corporation Counsel

**ORDINANCE APPROVING A GRANT OF EASEMENT TO NIAGARA MOHAWK
POWER CORPORATION AND VERIZON NEW YORK, INC.**

WHEREAS, Niagara Mohawk Power Corporation and Verizon New York, Inc., have asked the City of Troy to grant a perpetual Easement through City lands commonly identified as the Green Island Bridge parking lot at 401 River Street; and

WHEREAS, the location of the Easement is more fully described in the “Grant of Easement” with Easement Sketch attached hereto as Exhibit “A” and made a part hereof; and

WHEREAS, the terms, conditions, and covenants of the Easement are stated in the attached Grant of Easement; and

WHEREAS, the immediate purpose of the Easement is to induce Niagara Mohawk to install a new 600 amp underground service and above-ground transformer that will supply the City’s new Marina with electric power; and

WHEREAS, Niagara Mohawk’s planned facilities, as well as the rights to use and maintain them within the Easement area, are reasonably consistent with the current uses of the surface lands and will greatly enhance the serviceability of the new Marina; and

WHEREAS, the Marina is a capstone element of the Troy Seawall Project that the City wants to bring to completion as soon as possible.

NOW, THEREFORE, the City of Troy, in City Council convened, hereby ordains and authorizes the Mayor to execute on the City’s behalf a Grant of Easement conforming to Exhibit “A” attached hereto.

Approved as to form, _____

Richard T. Morrissey, Corporation Counsel

MEMO IN SUPPORT

This permanent Easement will transfer certain property rights in City owned lands located at 401 River Street (commonly identified as the Green Island Bridge parking lot) to Niagara Mohawk and Verizon. The purpose of the Easement is to induce Niagara Mohawk to install a new 600 amp underground service and above-ground transformer that will supply our new Marina with electric power. The planned underground conduit, as shown on the map, runs underneath the Green Island Bridge parking lot to the lot's center island, where the new transformer will be placed. The new transformer will be connected to already existing underground lines. Niagara Mohawk will own all of the power facilities it constructs, as well as the rights to use and maintain them within the granted Easement area in perpetuity. The planned facilities are consistent with the current uses of the surface lands and will greatly enhance the serviceability of the new Marina. The City's goal is to have the power up and running by Labor Day weekend in order to have a grand opening ribbon cutting with FEMA. The Marina is a capstone element of the long running Troy Seawall Project. The Project has been funded largely by FEMA and is fast approaching completion. As a practical consideration, the Marina needs to be completed in order to close out the job in order for FEMA to sign off on the City's reimbursement.

GRANT OF EASEMENT

CITY OF TROY of 433 River Street, Suite 5001, Troy, NY 12880 (hereinafter referred to as “Grantor”), for consideration of One Dollar (\$1.00), and other valuable considerations paid, the receipt and sufficiency of which are hereby acknowledged under seal, hereby grants to **NIAGARA MOHAWK POWER CORPORATION**, a New York corporation, having an address at 300 Erie Boulevard West, Syracuse, New York 13202 and **VERIZON NEW YORK INC.**, having an address of 140 West Street, New York, New York 10007 (hereinafter collectively referred to as “Grantees”), for Grantees and their lessees, licensees, successors, and assigns, the perpetual right and easement as described in Section 1 below (the “Easement”) in, under, through, over, across, and upon the Grantor’s land, as described in Section 2 below (the “Grantor’s Land”).

Section 1 – Description of the Easement. The “Easement” granted by the Grantor to the Grantees consists of a perpetual easement and right-of-way, with the right, privilege, and authority to:

a. Construct, reconstruct, relocate, extend, repair, maintain, operate, inspect, patrol, and, at its pleasure, abandon or remove underground electric and communication facilities including a line or lines of wires or cables (either direct-buried or installed in underground conduits), handholes, manholes, conduit, vaults, junction boxes, pad-mount transformers, housings, connectors, switches and switching equipment, pipes, pedestals, closures, ducts and duct work, markers, cables, connections to overhead and underground lines, insulators, transformers, braces, fittings, foundations, anchors, lateral service lines, communications facilities, and other fixtures and appurtenances (collectively, the “Facilities”), which the Grantees shall require now and from time to time, for the transmission and distribution of high and low voltage electric current and for the transmission of intelligence and communication purposes, by any means, whether now existing or hereafter devised, for public or private use, in, upon, over, under, and across that portion of the Grantor’s Land described in Section 3 below (the “Easement Area”), and the highways abutting or running through the Grantor’s Land, and to renew, replace, add to, and otherwise change the Facilities and each and every part thereof and the location thereof within the Easement Area, and utilize the Facilities within the Easement Area for the purpose of providing service to the Grantor and others;

b. From time to time, without further payment therefore, clear and keep cleared, by physical, chemical, or other means, the Easement Area of any and all trees, vegetation, roots, aboveground or belowground structures, improvements, or other obstructions and trim and/or remove other trees, roots and vegetation adjacent to the Easement Area that, in the opinion of one or both of the Grantees, may interfere with the construction, operation, and maintenance of the Facilities. The first clearing may be for less than the full width and may be widened from time to time to the full width;

c. Excavate or change the grade of the Grantor’s Land as is reasonable, necessary, and proper for any and all purposes described in this Section 1; provided, however, that the Grantees will, upon completion of their work, backfill and restore any excavated areas to reasonably the same condition as existed prior to such excavation; and

d. Pass and repass along the Easement Area to and from the adjoining lands and pass and repass over, across, and upon the Grantor’s Land to and from the Easement Area, and construct, reconstruct, relocate, use, and maintain such footbridges, causeways, and ways of access, if any, thereon, as is reasonable and necessary in order to exercise to the fullest extent the Easement.

Section 2 – Description of Grantor’s Land. The “Grantor’s Land” is described in a certain Deed recorded in the **Rensselaer** County Clerk’s office in **Book: 1321 Page: 43** and consists of land described as being part of **Tax Parcel No. 101.37-1-1** of the City of **Troy**, County of **Rensselaer**, New York, commonly known as **401 River Street (Marina)**.

Section 3 – Location of the Easement Area. The “Easement Area” shall consist of a portion of the Grantor’s Land 20 feet in width throughout its extent, the centerline of the Easement Area being the centerline of the Facilities. The general location of the Easement Area is shown on the sketch entitled, “**Work Request # 29645828**” which sketch is attached hereto as **Exhibit A** and recorded herewith, copies of which are in the possession of the Grantor and the Grantees. The final and definitive location(s) of the Easement Area shall become established by and upon the final installation and erection of the Facilities by the Grantees in substantial compliance with **Exhibit A** hereto.

Section 4 – Facilities Ownership. It is agreed that the Facilities shall remain the property of the Grantees, its successors and assigns.

Section 5 – General Provisions. The Grantor, for itself, its heirs, legal representatives, successors, and assigns, hereby covenants and agrees with the Grantees that no act will be permitted within the Easement Area which is inconsistent with the Easement hereby granted; no buildings or structures, or replacements thereof or additions thereto, swimming pools, or obstructions will be erected or constructed above or below grade within the Easement Area; no trees shall be grown, cultivated, or harvested, and no excavating, mining, or blasting shall be undertaken within the Easement Area without the prior written consent of the Grantees, it being the intent that the Easement herein conveyed is intended to prohibit the longitudinal or parallel use or occupancy

of said Easement Area by surface or subsurface activities or structures which might damage or interfere with the Facilities; the Easement shall not be modified nor the Easement Area relocated by the Grantor without the Grantees' prior written consent; the present grade or ground level of the Easement Area will not be changed by excavation or filling; the Grantees shall quietly enjoy the Grantor's Land; and the Grantor will forever warrant title to the Grantor's Land.

The Grantees, their successors and assigns, are hereby expressly given and granted the right to assign this Easement, or any part thereof, or interest therein, and the same shall be divisible between or among two or more owners, as to any right or rights created hereunder, so that each assignee or owner shall have the full right, privilege, and authority herein granted, to be owned and enjoyed either in common or severally. This Grant of Easement shall at all times be deemed to be and shall be a continuing covenant running with the Grantor's Land and shall inure to and be binding upon the successors, heirs, legal representatives, and assigns of the parties named in this Grant of Easement.

IN WITNESS WHEREOF, the Grantor has duly executed this Grant of Easement under seal this _____ day of _____, 20____.

CITY of TROY

Signature of Grantor

Title

State of _____

County of _____

On the ____ day of _____ in the year 20____, before me, the undersigned, personally **appeared** _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Complete for ALL Grantors: Please print name and address of Grantor(s) (If Grantor is other than an individual(s), print name and address of Company and include name and title of signer):

Name(s): _____

Address: 433 River Street, Suite 5001

Company: City of Troy

City/Village/Town: Troy

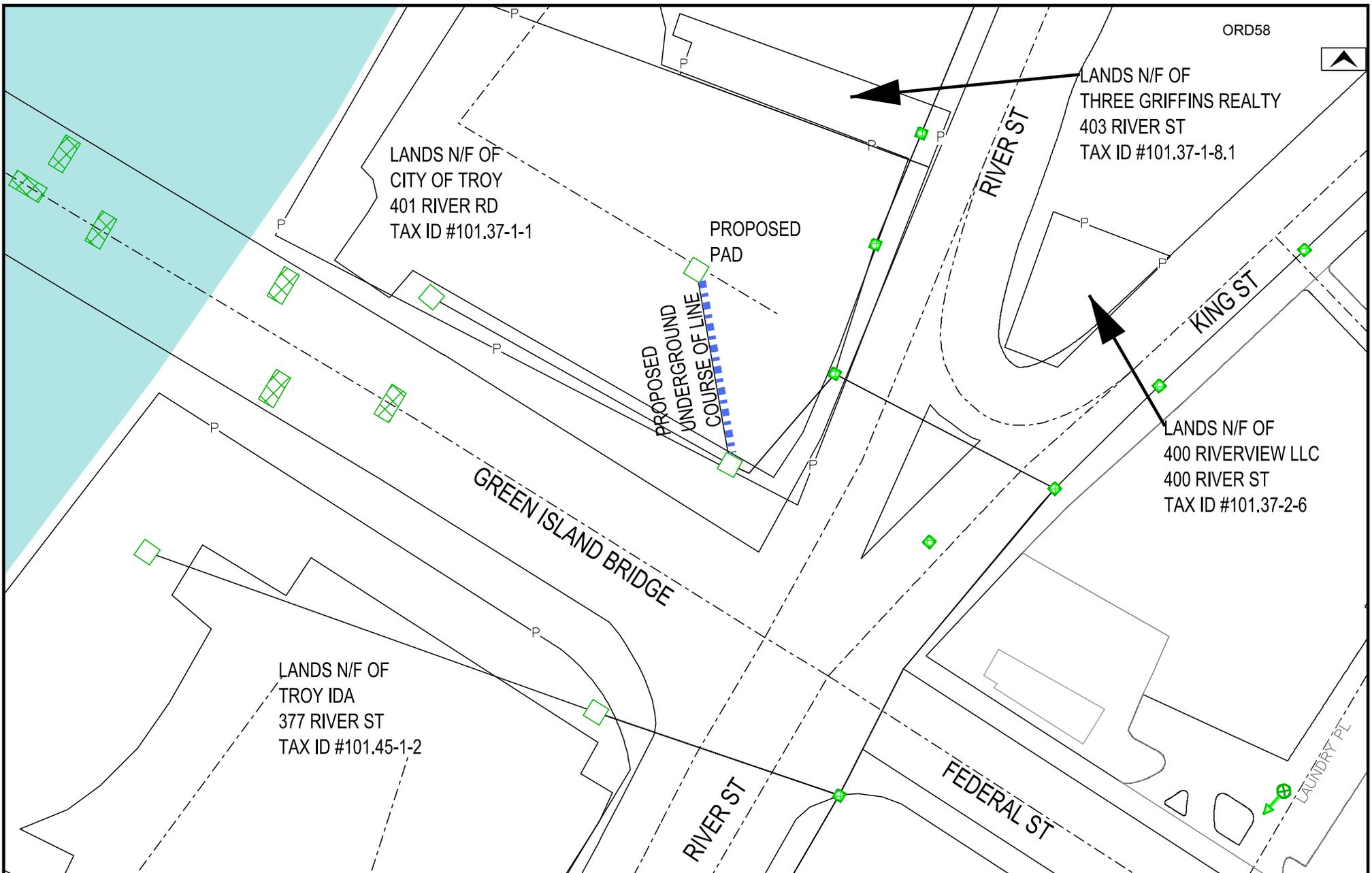
Title: _____

State: NY Zip Code: 12180

PLEASE RECORD & RETURN TO:

National Grid
Attention: Halina Gajewski, Supervisor
Real Estate Department
1125 Broadway
Albany, NY 12204

WR# 31-20-29645828 (7301)



EASEMENT #: 30-20-29645828

EASEMENT SKETCH - EXHIBIT A

NOT TO SCALE

DESIGNER: Hien Nguyen
 DATE: 22 APR 2020
 WORK ORDER #: 31-20-29645828

PROPOSED INSTALLATION ON LANDS OF
 CITY OF TROY
 401 RIVER ST
 CITY OF TROY
 COUNTY OF RENSSELAER
 TAX PARCEL #101.37-1-1

nationalgrid

SHEET 1 OF 1

**ORDINANCE AUTHORIZING A CREDIT FOR ANY PENALTY IMPOSED ON
PAYMENTS MADE TO THE CITY OF TROY TREASURER'S OFFICE ON
AUGUST 1, AUGUST 2, OR AUGUST 3, 2020**

The City of Troy, convened in City Council, ordains as follows:

- Section 1.** Troy City Charter § C-48 (E) requires that a penalty of 3% be added to unpaid taxes on the first day of each month succeeding the collection period until such taxes are paid.
- Section 2.** Because of certain programmed safety limits, the City's online payment collection service would not accept some tax payments on Friday, July 31, 2020, the last day of the penalty free collection period for the second installment of City property taxes.
- Section 3.** As a result, certain taxpayers who attempted to make timely payments online on July 31, 2020, were unable to pay their taxes.
- Section 4.** As a corrective measure in these unique circumstances, the Treasurer shall issue a credit for any penalty imposed on payments made to the City online or postmarked by regular mail on August 1, August 2, or August 3, 2020, but there shall be no credit for penalties imposed on payments made or postmarked after August 3, 2020.
- Section 5.** This act will take effect immediately.

Approved as to form _____, 2020

Richard T. Morrissey, Corporation Counsel

MEMO IN SUPPORT

On the evening of July 31, 2020 the City's payment website stopped accepting payments due to certain safety limits being exceeded. The limits are implemented by the site through discussions with the City for internal control measures.

This ordinance authorizes the Treasurer to issue a credit for the 3% interest penalty accrued on any account that makes payment on August 1st, 2nd or 3rd. This is needed for fairness to the taxpayers who attempted to pay but were shut out of the system. The second installment of property taxes was due and payable on July 31st.

**ORDINANCE TRANSFERRING FUNDS WITHIN THE 2020 GENERAL FUND
BUDGET**

The City of Troy, convened in City Council, ordains as follows:

Section 1. The City of Troy 2020 budget is herein amended as set forth in Schedule A entitled:

2020 Budget Transfer(s) – General Fund

which is attached hereto and made a part hereof

Section 2. This act will take effect immediately.

Approved as to form _____, 2020

Richard T. Morrissey, Corporation Counsel

MEMO IN SUPPORT

This budget transfer provides funding required for the contract with Passport Labs, Inc. The City is purchasing a license to use their parking permit portal and software in order to implement a contactless payment and permitting system. A separate Resolution authorizing the contract is on the agenda.

Schedule A

ORD60

2020 Budget Transfer(s) – General Fund

Department	Account No.	Description	Original Budget*	Change (+ / -)	Revised Budget
Parking	A.3320.0409.0000.0000	Consultant Services	115,000.00	9,400.00	124,400.00
Facilities	A.3320.0404.0068.0000	Repairs - Equipment	9,510.00	(9,400.00)	110.00
Net Impact On General Fund				<u>0.00</u>	

* Or as previously amended

**RESOLUTION APPOINTING COMMISSIONERS OF DEEDS
FOR THE CITY OF TROY**

BE IT RESOLVED, that the City Council hereby appoints the following persons, as identified in the applications attached hereto and made a part hereof, Commissioners of Deeds for the City of Troy for two-year terms running from August 7, 2020 through August 6, 2022.

Stephanie Lynn Reiser
473 Croll Road
Valley Falls, New York 12185

Sharon Wells
386 8th Street
Troy, NY 12180

Approved as to form _____, 2020

Richard T. Morrissey, Corporation Counsel



COMMISSIONER OF DEEDS
Application for Appointment

To the City Clerk of the City of Troy, New York:

I, Stephanie Lynn Reiser (print full name), being duly sworn, hereby make application for appointment to the office of Commissioner of Deeds in and for the City of Troy.

I hereby swear that:

- 1. I am a citizen of the United States, and
- 2. I am at least 18 years of age and
- 3. Check one:

A. I maintain my fixed and permanent residence at (print address):
_____, Troy, New York.

B. I maintain an office or place of business in the City of Troy, at (print address):
80 Second Street (District Attorney office) Troy, New York.

And I maintain my fixed and permanent residence at (print address):
473 Croll Rd in
Valley Falls (town/village) in Rensselaer County.

Signature: [Handwritten Signature]

On July 16, 2020, before me appeared Stephanie Reiser, to me known to be the same person described herein and who executed the foregoing instrument and s/he duly acknowledged to me that s/he executed the same and that the information contained therein is true and accurate.

[Handwritten Signature]
Notary Public or Commissioner of Deeds
BRIAN D ROSSITER
Commissioner of Deeds, City of Troy
Cert. Filed in Rensselaer County
Commission Expires on 3/12
Date 7/16/2020

Return this form with proof of residence and, if required, proof of employment to the office of the City Clerk, 433 River St, Suite 5001, Troy, NY 12180.

OFFICE USE ONLY

- Valid NYS driver's/non driver's license within city limits of Troy or Rensselaer County
- Recent pay stub

APPROVED:
[Handwritten Signature]
City Clerk

7/20/20
Date



COMMISSIONER OF DEEDS
Application for Appointment

To the City Clerk of the City of Troy, New York:

I, Sharon Wells (print full name), being duly sworn, hereby make application for appointment to the office of Commissioner of Deeds in and for the City of Troy.

I hereby swear that:

- 1. I am a citizen of the United States, and
- 2. I am at least 18 years of age and
- 3. Check one:

A. I maintain my fixed and permanent residence at (print address):
386 8th Street, Troy, NY 12180, Troy, New York.

B. I maintain an office or place of business in the City of Troy, at (print address):
_____, Troy, New York.

And I maintain my fixed and permanent residence at (print address):
_____ in _____
(town/village) in Rensselaer County.

Signature: Sharon Wells

On July 20, 2020, before me appeared Sharon Wells, to me known to be the same person described herein and who executed the foregoing instrument and s/he duly acknowledged to me that s/he executed the same and that the information contained therein is true and accurate.

Julie Huff 07/20/2020
Notary Public or Commissioner of Deeds Date

Return this form with proof of residence and, if required, proof of employment to the office of the City Clerk, 433 River St, Suite 5001, Troy, NY 12180.

OFFICE USE ONLY

- Valid NYS driver's/non driver's license within city limits of Troy or Rensselaer County
- Recent pay stub

APPROVED:
[Signature]
City Clerk

7/20/20
Date

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT
WITH PASSPORT LABS, INC.**

WHEREAS, the City has been exploring options for contactless payments for parking meters and parking permits; and

WHEREAS, the National Cooperative Purchasing Alliance (NCPA) issued a Request for Proposal and awarded a contract to Passport Labs, Inc., for a digital permit portal and mobile payment system; and

WHEREAS, the National Cooperative Purchasing Alliance (NCPA) included language authorizing other government entities to use this contract.

NOW, THEREFORE, BE IT RESOLVED, that the City Council authorizes the Mayor to enter into an agreement with Passport Labs, Inc. for a digital permit portal and mobile payment system for one (1) year with the option to extend or cancel upon and in accordance with the terms attached hereto and made a part thereof.

Approved as to form _____, 2020

Richard T. Morrissey, Corporation Counsel

MEMO IN SUPPORT

There are currently parking meters in place throughout the City that require a visitor to physically pay at the parking kiosk with either cash or credit card. Implementing a mobile payment system will allow visitors in the City to pay the parking fee through a mobile app without having to go to the parking kiosk. This will create more efficiency for the user, as well as provide a contactless payment option for them.

The Treasurer's Office currently accepts payments for monthly parking permits. Payments can be made in person, over the phone, or through the mail. At present, there is no online option to pay or be placed on a waiting list for a parking space. The digital permit portal from Passport Labs, Inc., will allow customers to make an electronic payment, apply for a permit electronically, and be added to a waiting list electronically. The system now in place for parking permits is very manual and outdated and is not efficient. This new system will increase efficiencies for both the user and City employees, as well as offer a contactless payment option.

Both of these systems will allow the Parking Enforcement Officers to electronically correlate license plates with permits before issuing tickets. The officers will no longer have to search for a piece of paper on a dashboard or a hangtag on a rearview mirror to determine if there is a valid parking permit. This will also greatly increase efficiency with enforcement.

This contract will help the City move towards more contactless payments during a time when it is very much needed due to the COVID-19 pandemic, as well as introduce up to date technology to the City's visitors - technology that is already in place in many other municipalities.

SOFTWARE LICENSE AND SERVICE AGREEMENT

This Software License and Service Agreement is effective as of August 7, 2020 (the "Effective Date") and entered into by and between Passport Labs, Inc., a Delaware corporation ("Passport"), and the City of Troy, New York ("Customer"). Passport and Customer are each a "Party" and collectively the "Parties."

Passport is in the business of providing, and Customer desires to obtain from Passport, certain parking- or transit-related software, hardware, and/or related services. This Agreement establishes the master terms and conditions that will apply to Customer's purchase from Passport of the products and services under this Agreement and Passport's delivery of the same to Customer. In consideration of the mutual promises and covenants contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. DEFINITIONS.

For purposes of this Agreement, the following terms shall have the meaning set forth below (or as otherwise defined in the Agreement):

1.1. "Agreement" means this Software License and Service Agreement, the Product-Specific Terms, the Order Form(s), the Statement(s) of Work, and all other attachments, exhibits, and schedules hereto.

1.2. "Confidential Information" means all information of either Party ("Disclosing Party") which is disclosed to the other Party ("Receiving Party") pursuant or in relation to this Agreement (a) if in written form, that is marked "Confidential," "Proprietary," or with words of similar import; and (b) if in written form, but not marked "Confidential," "Proprietary," or with words of similar import, or if disclosed verbally that a reasonable person would regard such information as confidential under the circumstances of disclosure or in view of the nature of the information. Confidential Information includes, by way of illustration and not limitation, this Agreement, the Passport System and all components thereof, the Intellectual Property, and all non-public know-how, inventions, techniques, processes, algorithms, software programs, schematics, designs, contracts, customer lists, financial information, pricing information, marketing information, and product plans.

1.3. "Customer" is the entity specified in the preamble and includes any entity directly or indirectly controlling, controlled by, or under common control with Customer including, without limitation, any subsidiary, affiliate, or parent of Customer on the Effective Date of this Agreement.

1.4. "Documentation" means the technical documentation for the Passport System provided by Passport to Customer, including all updates and versions thereof, whether in the form of electronic or printed materials, magnetic media, or machine-readable format.

1.5. "End User" means any individual who uses any component of the Passport System to transact for any Product.

1.6. "Go-Live Date" means the date on which the Passport System, or any individual Product thereof if more than one Product is purchased under this Agreement, is launched and begins to be utilized by Customer.

1.7. "Initial Term" means a period of thirty-six (36) months from the Go-Live Date, unless otherwise indicated in an Order Form.

1.8. "Intellectual Property" means all tangible and intangible property of Passport or its third-party vendors provided to Customer pursuant to this Agreement that is embodied in or used in connection with the Passport System, including, without limitation, trade names, source code, trademarks, copyrights, patents, and trade secrets, and/or which is protected or is protectable under copyright, patent, trade secret, service mark, trademark, or other intellectual property laws and/or regulations.

1.9. "License Fees" means the fees owed to Passport in consideration of providing Customer the Passport System pursuant to this Agreement as memorialized in the Order Form or elsewhere in the Agreement.

1.10. "Licensed Hardware" means the Passport hardware and any Third Party Hardware as more particularly set forth in an Order Form.

1.11. "Licensed Software" means the Passport software and any Third Party Software as more particularly set forth in an Order Form.

1.12. "Order Form" means that certain form bearing the same caption on which the Products, Third Party Products, and any other software, hardware, products, or services ordered by Customer under this Agreement, among other things, are specified.

1.13. "Passport System" means collectively the Licensed Software, Licensed Hardware, Documentation, and any Third Party Products licensed or sold under this Agreement by Passport to Customer.

1.14. "Product" means any product offered by Passport, including a mobile payments for parking platform, a citation issuance and management platform, a digital permits platform, a mobile payments for transit platform, a micromobility management platform, and a unified platform for the management and distribution of parking rates and business rules, as well as any other product identified in an Order Form.

1.15. "Product-Specific Terms" means those separate legal terms appended to this Agreement that apply to each Product purchased by Customer under this Agreement.

1.16. "Renewal Term" means a period of twelve months following the Initial Term, unless otherwise indicated in an Order Form.

1.17. "Statement of Work" or "SOW" means a statement of work agreed upon by the parties with reference to each Product purchased under this Agreement and appended to this Agreement or to an Order Form. Any variation to a Statement of Work must be memorialized in a change order that is agreed upon and signed by the parties.

1.18. "Substantial Completion Date" means the date that Passport has completed configuring the Passport System, or any individual Product thereof if more than one Product is purchased under this Agreement, to the specifications as set forth in the applicable SOW and is ready to be launched and utilized by Customer. Passport will notify Customer when it has achieved the Substantial Completion Date for each Product.

1.19. "Term" means the Initial Term and any Renewal Term(s).

1.20. "Third Party Hardware" means the hardware (and any related software embedded in or distributed with the hardware by the manufacturer of such hardware) manufactured by third parties and resold and/or sublicensed by Passport to Customer.

1.21. "Third Party Products" means Third Party Hardware and Third Party Software.

1.22. "Third Party Software" means all software owned by third parties, sublicensed by Passport to Customer and integrated into or interfaced by Passport into the Passport System.

2. SERVICES

2.1. Performance. Passport shall perform the services and deliver the software and products under this Agreement in a competent, professional, and workmanlike manner consistent with industry practices. Passport will maintain all permits, certificates and licenses required by applicable law and Passport's

employees performing the services will be qualified to perform the services and licensed as required. Passport will at all times during the Term be duly organized, validly existing and in good standing under the laws of the state of Delaware.

2.2. Order Forms. The Order Form shall set forth what Passport is to provide to Customer under this Agreement. To the extent Customer wishes to procure, and Passport wishes to provide, any additional products or services, the parties shall enter into one or more additional Order Forms as applicable that shall each form a part of and be subject to this Agreement.

2.3. Products. As of the Effective Date, Passport provides the Products (as defined above) in the marketplace (as well as related Third Party Products). Customer may request the addition of any Products and related services to the extent not provided by Passport to Customer as of the Effective Date and any additional software or platforms developed by Passport from and after the Effective Date, which shall be memorialized in a subsequent Order Form along with any additional terms (if applicable).

3. COMPLIANCE WITH LAW

3.1. In providing the services under this Agreement, Passport will comply at its sole cost and expense with all applicable federal, state, provincial, county, and municipal laws, statutes, rules, regulations and ordinances.

4. LICENSE; SERVICES

4.1. License Grant. Subject to the terms and conditions of this Agreement and all Third Party Software licenses, including, without limitation, the payment of all applicable License Fees, Passport hereby grants Customer a revocable, non-exclusive, nontransferable, non-subleaseable, and non-assignable license to use the Passport System during the Term for Customer's own internal operations in accordance with the terms of, and subject to the restrictions contained in, this Agreement.

4.2. License Restrictions. As a condition to the license set forth in Section 4.1, Customer shall not, directly, indirectly, alone, or with another person or entity (a) decompile, disassemble, interpret, reverse engineer, translate, or otherwise determine or attempt to determine any source code, algorithms, or underlying ideas of the Licensed Software or any portion thereof; (b) remove or modify any Passport or third-party markings, identification, copyright, or other notices from the Passport System; (c) sublicense, provide, lease, lend, pledge, use for timesharing or service bureau purposes, or allow others to use the Passport System to or for the benefit of third parties; (d) modify, change, incorporate into other software, create any databases other than as permitted herein, or create a derivative work of any part of the Licensed Software or Documentation; (e) disclose results of any performance information, analysis, or program benchmark tests without Passport's prior written consent; (f) make the Passport System, in whole or in part, available in any manner to any third party; (g) install or use the Passport System in any manner not in accordance with the license grant pursuant to Section 5.1; or (h) attempt to do any of the foregoing whether individually or with others.

4.3. No Other Licenses. Except as specifically granted in this Agreement, no license or other right is granted, either directly or indirectly, by implication or otherwise, to Customer, and all other rights are expressly reserved to Passport or its third-party vendors, as applicable.

5. THIRD PARTY PRODUCTS

5.1. The successful delivery of the Passport System may require that Customer use certain Third Party Products depending on Customer's operations, and, if so, Customer will be notified. Customer agrees to be bound to all licenses, obligations, restrictions, and limitations in connection with any Third Party Products. Excluding warranty of title to any Third Party Products, all other Third Party Product warranties, including, without limitation, warranties with respect to materials, workmanship, capability, and intellectual property rights are made by such manufacturers and not by Passport. Passport will use commercially reasonable efforts to pass through to Customer for Customer's benefit all end-user warranties

that the Third Party Products vendor(s) provides directly to Passport. Customer will look solely to such vendors or manufacturers for all remedies under such warranties.

6. INTELLECTUAL PROPERTY

6.1. Ownership. Customer acknowledges and agrees that the Intellectual Property is exclusively owned by and reserved to Passport, or to Passport's Third Party Software or Third Party Hardware providers, as the case may be, and Passport or such Third Party Software or Third Party Hardware providers will retain all right, title, and interest in the Intellectual Property. Customer will neither acquire nor assert any ownership or other proprietary rights in the Intellectual Property or in any derivation, adaptation, or variation thereof (regardless of who creates the derivation, adaptation, or variation) except as otherwise explicitly set forth in this Agreement.

6.2. Feedback. Nothing in this Agreement or in the Parties' dealings arising out of or related to this Agreement will restrict Passport's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback (as defined below), without compensating or crediting Customer or the individual providing such Feedback, except to the limited extent that Section 21 (Confidentiality; Trade Secrets) governs Feedback that constitutes Customer's Confidential Information. Notwithstanding the provisions of Section 21 (Confidentiality; Trade Secrets), Customer may not designate Feedback as its Confidential Information to the extent that such Feedback relates to the Passport System. "Feedback" refers to any suggestion or idea for improving or otherwise modifying the Passport System.

7. PRIVACY POLICY; TERMS OF USE

7.1. End users' use of the Passport System shall at all times be governed by Passport's Privacy Policy, which can be viewed at <https://passportinc.com/privacy-policy/>, and Passport's Terms and Conditions, which can be viewed at <https://passportinc.com/terms-and-conditions/>. Passport's Privacy Policy and Terms and Conditions may be amended from time to time in Passport's sole discretion.

8. SUPPORT SERVICES

8.1. Customer Support. Passport will provide telephone and email support to Customer's staff Monday through Friday between 8:00 a.m. to 7:00 p.m. ET to address technical support issues. Passport will provide 24/7 after-hours telephone support. Passport can be contacted for support issues at:

- 980-939-0990 or via email at help@passportinc.com (Monday-Friday 8AM-7PM ET)
- 866.815.3043 or help247@passportinc.com (after-hours support)

8.2. End User Support. Customer shall provide initial support, including inquiries via telephone and email, for End Users. If Customer is unable to address End User inquiries, Customer may direct End Users to Passport's End User support team, which is available Monday through Saturday between the hours of 8:00 a.m. to 9:00 p.m. ET at 704-817-2500 or via email at support@passportinc.com. Customer should not display Passport's support phone numbers (or other direct contact information for Passport) on any marketing or signage visible by End User.

9. PRODUCT UPDATES

9.1. Updates. To the extent that Passport releases any system-wide improvements, modifications, updates, or enhanced versions of the Licensed Software during the Term, the improvements, modifications, updates, or enhanced versions will, when available, be provided to Customer at no charge and will automatically be subject to the terms of this Agreement.

9.2. New Features. Customer may request new features or functionality to be built into the Passport System, and, to the extent that Passport plans in its sole discretion to incorporate such requested new features or functionality into the Passport System, Passport will develop such features and functionality at no cost to Customer pursuant to Passport's development timeline. If Customer desires to expedite such

development, Passport may, in its sole discretion, charge Customer an expedite fee to develop the requested features or functionality, provided, however, that Passport shall first notify Customer of the expedite fee and receive written approval from Customer to proceed. If Customer's requested features or functionality are created for Customer's use and Passport does not plan to incorporate such requested features into the Passport System, Passport may, in its sole discretion, charge Customer a custom development fee for the development of such features or functionality, provided again, however, that Passport shall first notify Customer of the custom development fee and receive written approval from Customer to proceed.

10. UPTIME

10.1. Passport will provide the Passport System with Uptime (as defined below) of at least ninety-nine percent (99.0%) calculated over a rolling six-month period ("Uptime Guarantee"). For any month during which the Passport System uptime drops below the Uptime Guarantee, Passport will provide a billing credit in an amount equal to the percentage difference between a) the lowest uptime reached at any point during the month (calculated on a rolling six month period) and b) the Uptime Guarantee, multiplied by the total fees payable to Passport for such month. For example, if Uptime falls to ninety-five percent (95.0%) during a given month and if during that month the fees payable to Passport were one hundred dollars (\$100.00), Passport will issue a billing credit of four dollars (\$4.00). Uptime is defined as any period of time during which end users of the Passport System can use the Passport System, excluding any scheduled maintenance performed by Passport after hours or unavailability or impaired functionality of the Passport System due to causes outside of Passport's reasonable control (e.g., disruptions caused by Passport's hosting or payment processing partners).

11. FEES; PAYMENT

11.1. License Fees. In consideration for the licenses granted to Customer under this Agreement, Customer shall pay to Passport the License Fees.

11.2. Annual License Fees. For License Fees that are payable on an annual basis, as indicated in an Order Form, License Fees for the first year of the Term are due and payable upon the Effective Date and, thereafter, on the anniversary of the Effective Date for the duration of the Term.

11.3. Third Party Products Fees. Customer shall pay Passport all fees related to Third Party Products supplied to Customer under this Agreement as set forth in an Order Form (collectively, the "Third Party Product Fees"), if applicable. Fees for Third Party Products provided through Passport from and after the Effective Date may be subject to change based on the then-prevailing market rates of any Third Party Product provider for such products.

11.4. Implementation or Monthly Minimum Fees. Customer shall pay Passport the implementation fees or monthly minimum fees, if any, as set forth in an Order Form.

11.5. Fee Assumptions. Passport's License Fees, gateway services fees, and merchant services provider fees as set forth in this Agreement as of the Effective Date are conditioned upon certain underlying information pertaining to Customer's operations provided to Passport by Customer relating to transaction volume (e.g., number of mobile pay transactions, number of citations written, or number of parking permits purchased), transaction rates (e.g., hourly parking rates, citation rates, and permits rates), and average dollar amount of transactions as of the Effective Date, as well as card network fees in effect as of the Effective Date. To the extent there are non-trivial changes in any of the foregoing from and after the Effective Date, the License Fees, gateway services fees, and/or merchant services provider fees are subject to change to maintain, as closely as possible, the economic arrangement anticipated, or subsequently achieved, based on the information and card network fees in effect as of the Effective Date. Passport and Customer shall negotiate in good faith with respect to the same, provided, however, that Passport shall not be obligated to continue providing the Passport System if the Parties are unable to reach agreement on a revised fee structure.

11.6. Expenses. If applicable, Customer shall reimburse Passport for any pre-approved travel, lodging, and meal expenses incurred in connection with Passport's performance under this Agreement, which shall be invoiced as incurred.

11.7. Payment Terms. Unless otherwise indicated in an Order Form, all payments due to Passport hereunder are due and payable within thirty (30) days after the date of the invoice. Any amounts not timely paid shall bear interest at the rate of one and one-half percent (1.5%) per month from the due date or, if lower, the maximum rate permissible by law. If Customer fails to remit payment when due, Passport will have, in its sole discretion, the right to immediately suspend or terminate Customer's access to the Passport System in accordance with Section 17.2.1 and/or withhold funds in Passport's possession that would otherwise be remitted to Customer, in addition to any other remedies available to Passport under this Agreement or under law. Unless otherwise specified in an Order Form, all amounts payable to Passport hereunder are payable in full in United States Dollars without deduction or set off and shall be in addition to all tax obligations of Customer. If a currency other than the U.S. Dollar is specified in the Order Form, the exchange rate will be fixed at the foreign exchange rate published by the United States Federal Reserve on the date the remittance of payment is made or pursuant to a suitable commercially available service to the extent utilized by Passport in its sole discretion. If Customer requires remittance of funds by check or custom invoicing inconsistent with Passport's standard format, Passport reserves the right to assess reasonable additional fees that shall be communicated and agreed upon with Customer in advance.

12. CUSTOMER OBLIGATIONS.

In addition to the payment of fees as set forth above any other obligations of Customer set forth in this Agreement, Customer shall also be subject to the following covenants:

12.1. Customer shall use Passport as Customer's sole provider for the Products and services procured by Customer under this Agreement and any substantially similar products or services provided by other vendors that are capable of being provided by Passport. Parking Permit payments can still be made directly to Customer by mail and in person at City Hall. Parking Meter payments can still be made at the parking meter itself by cash or credit card. All such sales and payments are excluded from this Agreement.

12.2. Passport's pricing is conditioned on Customer's continuous use of the Passport System throughout the Term consistent with historical use of the Passport System or any predecessor system. Customer covenants that it will not, during the Term, take any action that would materially diminish or cease the use of the Passport System, except in the case of a termination pursuant to Section 17.2.

12.3. From and after the Effective Date, Customer shall cooperate reasonably and promptly with Passport, and devote sufficient personnel and resources, to support the configuration and implementation of the Passport System through and including the Substantial Completion Date and Go-Live Date, and thereafter as reasonably necessary to continue the ongoing operations and maintenance of the Passport System on behalf of Customer.

13. PAYMENT GATEWAY PROVIDER

13.1. Passport is a payment gateway provider and shall provide payment gateway services to Customer in connection with the Products delivered under the Passport System at the rates indicated in the Order Form.

14. MERCHANT SERVICES PROVIDER

14.1. Passport is a full-service Merchant Services Provider, meaning a service provider certified by the major card networks (Visa, Mastercard, Discover, and American Express) to process credit and debit card transactions. Passport shall serve as the Merchant Services Provider in connection with the provision of the Passport System at the rates indicated in the Order Form. Customer will be

responsible for paying all merchant processing costs, including, without limitation, chargeback fees, settlement fees and interchange reimbursement fees.

15. **RESERVED.**

16. **SHIPMENT AND DELIVERY**

16.1. If any Third Party Products are purchased by Customer under this Agreement, Passport will deliver the same FOB shipping point for delivery to the installation site designated by Customer. Customer agrees to pay all reasonable delivery charges for the Third Party Products. Delivery schedules may not be canceled, postponed, or changed without Passport's prior written consent. Unless otherwise expressly stated, shipments shall be separately invoiced and paid as billed without regard to subsequent deliveries. Failure to timely pay Passport any monies due or owing Passport shall excuse Passport from making further deliveries, in addition to any other remedies to which Passport is entitled under this Agreement. Title to and risk of loss in the Third Party Products shall pass to Customer when the delivery carrier takes possession of the Third Party Products.

17. **TERM AND TERMINATION**

17.1. Term. This Agreement is effective as of the Effective Date and shall remain effective for as long as there is an active Order Form, unless sooner terminated pursuant to Section 17.2 below. Upon expiration of the Initial Term of an Order Form, the Order Form shall automatically renew for successive Renewal Terms on the same terms and conditions, unless either Party notifies the other in writing not less than ninety (90) calendar days prior to the expiration date of the Initial Term or the applicable Renewal Term of its intent not to renew. Either party may terminate this agreement with or without cause, subject to the terms contained in section 17.2.

17.2. Termination. The following termination rights are in addition to any rights provided elsewhere in this Agreement and are without prejudice to any other right or remedy available to Passport or Customer at law or in equity:

17.2.1. Passport may terminate this Agreement and all licenses granted hereunder upon notice to Customer in the event that Customer fails to make full payment when due of any amount required to be paid by Customer under this Agreement within thirty (30) calendar days of Passport's written notice of such failure to pay.

17.2.2. This Agreement may be terminated by either Party upon thirty (30) calendar days' prior written notice to the other Party in the event of a material breach of a material provision of this Agreement, provided, however, that the termination shall not be effective if, during the thirty (30) day notice period, or such other cure period as mutually agreed upon by the Parties, the breaching Party cures the breach. **Should the City of Troy elect to terminate this agreement for cause, the Customer will notify Passport thirty (30) days prior to the termination date and shall specify the cause for termination as well as the date the termination shall be effective. This termination notice will be issued via a written letter sent by certified U.S. mail.**

17.2.3. **The Customer reserves the right to terminate this agreement at any time upon ninety (90) days written notice to Passport.**

17.3. Effect of Termination. Upon expiration or termination of this Agreement for any reason, (a) any licenses granted to Customer and all rights of Customer in and to the Passport System will immediately terminate; (b) Customer shall immediately cease using the Passport System; (c) Customer shall return to Passport any Licensed Hardware which Customer has not obtained title to as of such expiration or termination, and (d) all monies paid or due or owing to Passport by Customer up to such cancellation, completion, expiration, or termination shall be deemed non-refundable. Customer shall make

payment on Passport's final invoice as set forth in Section 12.4. Passport will provide commercially reasonable assistance to Customer to enable the transition of the services to a successor vendor, if requested by Customer, provided first, however, that Customer has remitted to Passport all outstanding balances.

18. WARRANTIES.

18.1. Passport Warranties.

18.1.1. Passport warrants that it has full power and authority to license the Passport System to Customer as provided herein without the consent of any other person, or, in the event such consent is required, Passport has obtained said consent.

18.1.2. Passport warrants that the unmodified Passport System will operate in accordance with its specifications. Under this warranty, Passport will correct any errors in the unmodified Passport System at no extra charge to Customer. The foregoing warranty shall not apply to Third Party Products.

18.1.3. Passport further represents and warrants that (a) it has the full power and authority to enter into this Agreement and to carry out its obligations under this Agreement; (b) this Agreement shall be the legal, valid, and binding obligation of Passport, enforceable against it in accordance with the terms hereof; (c) the execution and performance of this Agreement will not violate any federal, state, or local statute, rule, or regulation or any other contractual obligation of Passport, and (d) the person signing this Agreement on behalf of Passport is authorized to bind Passport to this Agreement.

18.2. Customer Warranties.

Customer represents and warrants that (a) it has the full power and authority to enter into this Agreement and to carry out its obligations under this Agreement; (b) this Agreement shall be the legal, valid, and binding obligation of Customer, enforceable against it in accordance with the terms hereof; (c) the execution and performance of this Agreement will not violate any federal, state, or local statute, rule, or regulation or any other contractual obligation of Customer, and (d) the person signing this Agreement on behalf of Customer is authorized to bind Customer to this Agreement.

19. DISCLAIMERS

19.1. GENERAL. EXCEPT AS EXPLICITLY SET FORTH IN THIS AGREEMENT, PASSPORT EXPRESSLY DISCLAIMS, AND CUSTOMER HEREBY EXPRESSLY WAIVES, ALL WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE, SUITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. PASSPORT DOES NOT WARRANT AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS THAT THE PASSPORT SYSTEM WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE PASSPORT SYSTEM AND/OR ITS USE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT EVERY DEFECT IN THE PASSPORT SYSTEM WILL BE CORRECTED. THE PASSPORT SYSTEM IS EXPRESSLY PROVIDED "AS IS."

19.2. THIRD PARTY SOFTWARE AND THIRD PARTY HARDWARE DISCLAIMER. PASSPORT MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO THE THIRD PARTY SOFTWARE AND AS TO THE THIRD PARTY HARDWARE INCLUDING, WITHOUT LIMITATION, AS TO QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ALL OTHER WARRANTIES OR REPRESENTATIONS WITH RESPECT TO ANY THIRD PARTY SOFTWARE OR THIRD PARTY HARDWARE ARE HEREBY EXPRESSLY DISCLAIMED. THIRD PARTY SOFTWARE

OR THIRD PARTY HARDWARE PROVIDED UNDER THIS AGREEMENT ARE EXPRESSLY PROVIDED "AS IS."

19.3. **EXCLUSIONS.** Notwithstanding any other provisions of this Agreement to the contrary, the limited warranties provided in this Agreement shall not apply to nonconformities, errors, or defects of any goods or services provided by Passport pursuant to this Agreement or any amendments thereto due to any of the following: (a) Customer misuse of the Passport System; (b) Customer modification of the Licensed Software; (c) Customer failure to utilize compatible computer and networking hardware and software or to install updated or enhanced versions of the Licensed Software provided by Passport; or (d) interaction with software or hardware not provided by Passport.

20. LIMITATION OF LIABILITY

20.1. IN NO EVENT SHALL PASSPORT'S CONTRACTUAL LIABILITY ARISING OUT OF THIS AGREEMENT EXCEED THE AMOUNT OF ALL FEES ACTUALLY PAID BY CUSTOMER TO PASSPORT PURSUANT TO THIS AGREEMENT DURING THE SIX (6) MONTH PERIOD ENDING ON THE DATE OF THE EVENT GIVING RISE TO SUCH LIABILITY. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, COST OF COVER, PUNITIVE, OR EXEMPLARY DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING OUT OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, LOSS OF REVENUE, OR LOSS OF ANTICIPATED PROFITS, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (A) TO CUSTOMER'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT; OR (B) IN THE EVENT OF A BREACH OF THE PARTIES' CONFIDENTIALITY OBLIGATIONS CONTAINED IN THIS AGREEMENT.

20.2. EACH PARTY SHALL BE RESPONSIBLE FOR ITS OWN NEGLIGENCE OR OTHER FAULT, AND SHALL DEFEND AND INDEMNIFY THE OTHER FROM ALL CLAIMS ARISING THEREFROM. LIMITATIONS OF LIABILITY SHALL NOT APPLY TO CLAIMS OF END USERS OR THIRD PARTIES.

20.3. PASSPORT AND CUSTOMER EACH ACKNOWLEDGE THAT THE PROVISIONS OF THIS AGREEMENT WERE NEGOTIATED TO REFLECT AN INFORMED, VOLUNTARY ALLOCATION BETWEEN THEM OF ALL RISKS (BOTH KNOWN AND UNKNOWN) ASSOCIATED WITH THE TRANSACTIONS CONTEMPLATED HEREUNDER. THE PROVISIONS OF THIS SECTION SHALL BE ENFORCEABLE INDEPENDENT OF AND SEVERABLE FROM ANY OTHER PROVISION OF THIS AGREEMENT.

21. CONFIDENTIALITY; TRADE SECRETS.

21.1. **Obligations.** Each Party will maintain in strict confidence all Confidential Information of the Disclosing Party. The Receiving Party will not disclose or grant use of the Disclosing Party's Confidential Information to any third party except to the Receiving Party's employees and other representatives who have a need to know such Confidential Information or as expressly authorized by the Disclosing Party in writing. The Receiving Party will not use the Disclosing Party's Confidential Information except as authorized by this Agreement. The Receiving Party will use at least the same standard of care to protect the Confidential Information of the Disclosing Party as it uses to protect its own confidential information of a similar nature, but in no event with less than reasonable care. The Receiving Party will cause each employee or other representative to whom the Receiving Party discloses the Confidential Information to be bound by an obligation of confidentiality that is at least as rigorous as the obligations contained in this Agreement. The Receiving Party will promptly notify the Disclosing Party upon discovery of any unauthorized use or disclosure of the Disclosing Party's Confidential Information. Unless otherwise set forth herein, upon the expiration or termination of this Agreement for any reason, or upon the request of the Disclosing Party, the Receiving Party shall promptly return to the Disclosing Party (or, at the Receiving Party's option, destroy) all of the Disclosing Party's Confidential Information and shall promptly certify in

writing that it has done so; provided, however, that the Receiving Party shall not be obligated to return or destroy any Confidential Information stored in archival or back-up files for which return or destruction is not reasonably practicable or any Confidential Information that must be retained for as long as necessary for purposes of audit, compliance, dispute resolution, or record retention pursuant to this Agreement.

21.2. Exceptions. The foregoing obligations of confidentiality shall not apply to any information that the Receiving Party can show is or was: (a) already known to the Receiving Party at the time of disclosure without obligation of confidentiality; (b) independently developed by the Receiving Party without use of or access to the Confidential Information of the Disclosing Party; (c) approved for disclosure by the Disclosing Party beforehand and in writing; (d) in the public domain without breach of this Agreement; or (e) lawfully received by the Receiving Party from a third party without obligation of confidentiality.

21.3. Permitted Disclosures. Nothing in this Section shall be construed to prohibit either Party from disclosing the Confidential Information of the other Party to the extent that such disclosure is required by applicable law or order of a court or other governmental agency, including pursuant to any open records law, open meetings law, or any other local public disclosure law applicable to Customer; provided, however, that the Receiving Party shall promptly notify the Disclosing Party in writing of such requirement and shall cooperate with the Disclosing Party to minimize the scope of any such disclosure and to obtain a protective or similar order.

21.4. Trade Secrets. Customer hereby acknowledges that the Passport System and its components, whether provided by Passport or its third-party vendors or licensors, constitute trade secrets of Passport and/or its third party-vendors or licensors, and as such are protected by civil and criminal law, are very valuable to Passport and/or its third-party vendors or licensors, and that their use must be carefully and continuously controlled. Customer agrees to notify Passport immediately of the unauthorized possession, use, or knowledge of any item supplied under this Agreement by any person or organization not authorized by this Agreement to have such possession, use, or knowledge. Customer will promptly furnish Passport full details of such possession, use, or knowledge and will cooperate fully with Passport in any litigation against third parties reasonably deemed necessary by Passport to protect its proprietary rights.

21.5. No Adequate Remedy. In the event of a breach of this Section 21, the parties agree that the Disclosing Party may not have an adequate remedy at law, in money, or damages and, accordingly, shall be entitled to seek an injunction against such breach without posting a bond, in addition to any other remedies at law or in equity.

22. DATA RIGHTS.

This Section shall govern the rights of Passport and Customer, as the case may be, with respect to the data that is subject to this Agreement. Passport will, by provisions in its Privacy Policy or otherwise, procure from such end users all such lawful consents and rights necessary to grant to Customer the rights in such data as stated in this Section. Passport's Privacy Policy, as it may be amended from time to time in Passport's sole discretion, can be viewed at <https://www.passportinc.com/privacy-policy>.

22.1. Operational Data. Operational Data is data specific to Customer's operation that is provided by Customer to Passport to be used in the configuration and provision of the Passport System for Customer's use. Operational Data is specific to Customer's operation, which is not available to Passport publicly or by other means. Operational Data may include, but is not limited to, zone information, rate information, operational schedules, business metrics, business rules, parking and other inventory and assets, and relevant details of partner agreements. In each case, Operational Data may refer to past, present, or future states of such items. Operational Data is the sole and exclusive property of Customer. Customer grants Passport a perpetual, irrevocable, royalty-free, and non-exclusive license to Operational Data.

22.2. PCI-DSS Information. Payment Card Industry-Data Security Standard Information ("PCI-DSS Information") consists of the following items, each as defined by the then-current Payment Card

Industry Data Security Standards (“PCI-DSS”): Account Data; Cardholder Data; Primary Account Number; and Sensitive Authentication Data. Passport acquires a license or sublicense to the PCI-DSS Information from end users who share such data with Passport in connection with their use of the Software. In providing the services under this Agreement, Passport will maintain Payment Card Industry – Data Security Standard certification and secure PCI-DSS Information in accordance with PCI-DSS. As such, Passport may not grant Customer derivative rights to such PCI-DSS Information and Passport shall not be required to disclose such PCI-DSS Information to Customer.

22.3. Personal Identifiable Information. Personal identifiable information (“PII”) is any representation of information that permits the identity of an individual to whom the information applies to be reasonably determined or inferred by either direct or indirect means. Name, address, social security number, telephone number, or email address directly identify individuals. Certain data elements—including gender, race, birth date, geographic indicator (such as zip code or postal code), and other descriptors—can be used in conjunction or with other data elements to indirectly identify individuals. Passport may sublicense PII to Customer under certain conditions (including but not limited to Customer’s compliance with information security controls and applicable regulations) that shall be memorialized separately if and when applicable.

22.4. Activity Data. Activity Data is any data generated in the providing of services under this Agreement by Passport to Customer and by end users’ interactions with the services or with Passport directly that is not otherwise PCI-DSS information or PII as defined above. Activity Data may include, but is not limited to, user interaction data, geolocation data, opt-in/opt-out status (including compliance logs), purchase and session data, application diagnostic data, service performance data, and support data. Data that is derived from Activity Data is also Activity Data. Activity Data is the sole and exclusive property of Passport. Passport grants Customer an irrevocable, royalty-free, non-exclusive, non-assignable, and nontransferable license to Activity Data for the Term to the extent and in the format that Passport chooses in its sole discretion to expose such Activity Data through its administrative portal or as otherwise agreed upon with Customer and only for Customer’s internal use in connection with the services provided under this agreement.

23. PUBLICITY; USE OF NAMES AND MARKS.

Subject to the provisions of Section 21 (Confidentiality; Trade Secrets), the parties will have the right to publicly disclose that Passport is Customer’s provider of the Passport System as set forth herein by means of, by way of illustration and not limitation, news releases, public announcements, or other forms of publicity. Passport may use the name or marks of Customer, or reference the fact that Customer is a client of Passport, for business development purposes, as part of a portfolio or work, or in an illustrative list of clients.

24. DISPUTE RESOLUTION

24.1. Negotiation. If a dispute arises between or among Passport and Customer arising out of or concerning the meaning or interpretation of this Agreement or the terms or performance of this Agreement (collectively, a “Dispute”), Passport and Customer shall first attempt to settle such Dispute through good faith discussions and negotiations among principals of each Party authorized to bind each Party.

24.2. Venue; Jurisdiction. Any action or proceeding directly or indirectly arising out of a dispute will be venued exclusively in Rensselaer County in the state of New York or in the U.S. District Court Northern District of New York and the parties expressly submit to and consent that the courts and authorities of the state of New York or the U.S. District Court Northern District of New York will have exclusive jurisdiction over any such litigation. The parties hereby consent to service, jurisdiction, and venue of such courts for any litigation.

24.3. Governing Law. This Agreement, and any Disputes arising hereunder, shall be governed, interpreted, construed, and enforced in all respects in accordance with the laws of the State of New York, excluding its conflict of laws rules.

25. GENERAL PROVISIONS.

25.1. Complete Agreement. This Agreement is intended as the complete, final, and exclusive statement of the terms of the agreement between the parties regarding the subject matter hereof and supersedes all other prior or contemporaneous agreements or understandings, whether written or oral, between them relating to the subject matter hereof. No amendment to, or modification of, this Agreement shall be binding unless in writing and signed by a duly authorized representative of both parties. Each Party expressly acknowledges that there are no warranties, representations, covenants, or understandings of any kind, manner, or description whatsoever by either Party to the other except as expressly set forth in this Agreement.

25.2. No Waiver. Failure by either Party to insist upon or enforce strict performance of any provision of this Agreement or to exercise any rights or remedies under this Agreement will not be construed or deemed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provisions, rights, or remedies in that or any other instance; rather, the same will be and will remain in full force and effect. Any waiver by either Party of its rights under this Agreement must be in writing and signed by a duly authorized representative of the waiving Party.

25.3. Assignment. This Agreement and all of its provisions will be binding upon and inure to the benefit of the parties and their respective permitted successors and assignees. Neither Passport nor Customer may assign any rights, interests, or obligations hereunder without prior written consent of the other Party, provided, however, that Passport may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this agreement. Any purported assignment in violation of this section shall be void and of no effect.

25.4. Construction. The language of all parts of this Agreement will in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either of the parties. Headings of paragraphs herein are for convenience of reference only and are without substantive significance. No rule of law that requires that any part of the Agreement be construed against the Party drafting the language will be used in interpreting this Agreement.

25.5. Severability. In the event that any provision of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable, (a) the Parties shall amend the pertinent provision(s) to reflect as nearly as possible the original intentions of the Parties, and (b) the remaining terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect.

25.6. Relationship of Parties. The Parties expressly understand and agree that each Party is an independent contractor in the performance of each and every part of this Agreement and is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith. Further, neither Party, by virtue of this Agreement, will have any right, power, or authority to act or create any obligation, expressed or implied, on behalf of the other Party.

25.7. No Third Party Beneficiaries. This Agreement is made for the benefit of Passport and Customer and not for the benefit of any third parties.

25.8. Notices. All notices or other communications required or permitted to be made or given hereunder by one Party to the other Party shall be in writing and shall be deemed to have been given: (a) when hand delivered; (b) on the fifth (5th) business day after the day of deposit in the United States mail when sent by certified mail, postage prepaid and return receipt requested; or (c) on the next business day after the day of deposit with reputable overnight delivery service. Such notices shall be sent to the address

set forth below, or at such other addresses as may hereafter be furnished in writing by either Party to the other Party specifically as the Party's replacement address for notice under this Agreement.

[continued next page]

If to Passport:

Passport Labs, Inc.
128 S. Tryon St., Suite 2200
Charlotte, NC 28202
Fax: (888) 804-1783
khristian.gutierrez@passportinc.com
Attn: Khristian Gutierrez

With a hard copy to General Counsel
and by email to
legal@passportinc.com

If to Customer:

City of Troy, New York
433 River Street, Suite
5001
Troy, NY 12180
Monica.kurzejeski@troyny.gov

Attn: Monica Kurzejeski, Deputy Mayor

With a hard copy to Corporation Counsel at the
above address

25.9. Force Majeure. If the performance of this Agreement or of any obligation hereunder is interfered with by reason of any circumstances beyond the reasonable control of the Party affected, including, by way of illustration and not limitation, fire, explosion, power failure, acts of God, war, revolution, epidemic, pandemic, or other public health concern, civil commotion, acts of public enemies, cybersecurity incident, any law, order, regulation, ordinance, executive order, or requirement of any government or legal body, delays or omissions attributable to third-party vendors, suppliers, or integration partners, or labor unrest, including, without limitation, strikes, slowdowns, picketing, or boycotts, then the Party affected shall be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such Party's obligations are contingent on the performance so interfered with); provided that the Party so affected shall use reasonable efforts to remove such causes of nonperformance.

25.10. Survival of Obligations. All rights and obligations of the parties under this Agreement, including, without limitation, those contained in the confidentiality provisions herein, which by their nature would continue beyond the termination or expiration of this Agreement, shall survive termination or expiration of this Agreement and shall remain in full force and effect between the parties.

25.11. Counterparts. This Agreement may be executed in several counterparts, each of which when executed and delivered shall be deemed an original and each of which alone and all of which together shall constitute one and the same instrument. Facsimile signatures (or signatures in a .pdf or similar copy of the original) or electronic signatures shall be treated as original signatures for the purpose of enforcing this Agreement. Any signature delivered by a Party by facsimile transmission or electronic delivery shall be deemed to be an original signature hereto.

[signature page follows]

IN WITNESS WHEREOF, each Party hereto, intending to be legally bound hereby, has caused its duly authorized representative to execute this Agreement and bind such Party effective as of the Effective Date.

CUSTOMER:
CITY OF TROY, NEW YORK

PASSPORT:
PASSPORT LABS, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ORDER FORM

This Order Form (the "Order Form"), effective as of _____ is being entered into by and between Passport Labs, Inc. and City of Troy, NY ("Customer") pursuant and subject to the Software License and Service Agreement (the "Agreement") entered into by the Parties as of _____. Upon execution, this Order Form shall be incorporated by reference in and subject to the Agreement. Capitalized terms used but not defined herein shall have the same meanings as set forth in the Agreement.

I. SUMMARY OF THE PRODUCTS AND SERVICES

This Order Form, together with any Product Specific Terms attached hereto and made a part hereof in Schedule 1 and the SOW attached hereto and made a part hereof as Schedule 2, contains the terms and conditions applicable to the Products and related services purchased pursuant to the Agreement.

PRODUCTS AND SERVICES	
Mobile Payment for Parking Platform ("MPP")	<input checked="" type="checkbox"/>
Custom-Branded MPP	<input type="checkbox"/>
Citation Management Platform ("CMP")	<input type="checkbox"/>
Harvester	<input type="checkbox"/>
Digital Permits for Parking Platform ("DPP")	<input checked="" type="checkbox"/>
License Plate Recognition Platform ("LPR")	<input type="checkbox"/>

II. FEES

A. Fees. The fees are as follows:

Products and Services	Fee(s)	Fee Type(s)
Mobile Payment for Parking ("MPP"):		
Per Transaction MPP Service and License Fee	\$0.25	Per Transaction ¹
Maximum Convenience Fee Passed through to Parking Customers	\$0.25	Per Transaction
Digital Permits for Parking ("DPP"):		
DPP Service and License Fee	\$22,550.00 up to and including 11,000 permits issued per year; \$1.00 per permit issued thereafter	Per Year Per Permit Issued after 11,000 each year
Merchant Services Fee	Passport App: 2.5% + \$0.11 Shared Services: 2.5% + \$0.11	
Payment Gateway Fee	Passport App: \$0.05 Shared Services: \$0.05	

III. BILLING INFORMATION

Billing Contact Name:	Monica Kurzejeski
Billing Email Address:	Monica.kurzejeski@troyny.gov

¹ 1. An MPP "Transaction" is a single parking session lasting less than twenty-four (24) hours in duration.

Billing Phone Number	(518) 279-7119
Billing Address:	433 River Street, Suite 5001 Troy, NY 12180

IN WITNESS WHEREOF, Passport and Customer have each caused this Order Form to be executed by its duly authorized representatives.

Troy, NY

Passport Labs, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE 1**MOBILE PAYMENT FOR PARKING****Services:**

Passport will provide services and license software, including all web and mobile applications and related documentation necessary for Customer to operate a mobile payment for parking program ("MPP") which allows all parking customers in any parking facilities owned or managed by Customer (the "Premises") the ability to pay for parking using a smartphone application or mobile web application.

Equipment:

Passport will provide Customer an initial quantity of signs and decals consistent with Passport's marketing best practices at no charge to support the implementation of the MPP. Customer will be solely responsible for installing all signs and decals in the Premises. Additional signs and decals shall be charged at Passport's then-prevailing unit prices. Passport will provide a design file to allow Customer to print replacement signs and decals at no charge.

Ancillary Fees:

- a) Customer will pay a ten dollar (\$10) administrative fee in addition to sign and shipping costs per sign for any additional or replacement signs purchased through Passport.
- b) Customer will pay a one dollar (\$1) administrative fee in addition to decal and shipping costs per decal for any additional or replacement decals purchased through Passport.

Third Party Providers:

In order to expand the management data available to Customer and to improve access and the user experience for a broader group of individuals wishing to pay for parking and related transactions via channels other than the MPP provided by Passport, Passport may, at its option, allow parkers to use a third-party provider's (each a "Third Party Provider") end-user-facing interfaces for purposes of initiating parking transactions, including any and all possible methods available to parkers to request the right to access and occupy a parking space or otherwise-denominated curb space for any period of time (in accordance with Customer's applicable rates, rules, ordinances, and regulations). Such interfaces will include, but not be limited to, in-dash vehicle systems, navigation systems (whether in-dash or smartphone-based), and mobile payments for parking applications other than Passport's MPP (each an "Interface").

Should Passport exercise this option, such Third Party Provider(s) shall contract directly with Passport to establish the integrations necessary for Passport to facilitate all mobile payments for parking sessions and transactions for the Third Party Provider(s) and its end users. The term "facilitate" includes, but is not limited to: (a) all tasks related to parking rights management, including the calculation of parking session prices, (b) the management of rates, rules, and restrictions and zones, spaces, or other units of parking or curbside inventory; (c) transactional reporting; (d) tasks related to transmission of parking rights data to parking enforcement systems and any data processing systems; (e) tasks related to refund issuance, parking rule management, reconciliation of funds, invoicing, and other administrative functions; and (f) all back-office management interfacing necessary to manage the foregoing and all other tasks necessary or desirable for Passport to effectively manage the issuance and processing of parking rights on behalf of City (the "Shared Services"). For parking transactions initiated via a Third Party Provider's Interface, payment processing must be conducted by Passport.

Notwithstanding anything to the contrary in the Agreement, Passport may share Operational Data with Third Party Providers to the extent necessary to enable the Shared Services.

Customer acknowledges and agrees that a Third Party Provider may configure and control the feature set of its own Interface so long as it is capable of performing the minimum functions required to interact with Passport's platform and execute parking transactions. Customer further acknowledges and agrees that certain data received from Third Party Providers may be more limited than what Passport can provide to Customer as Customer's MPP provider and may need to be provided, if at all, on an aggregated and/or anonymized basis; Passport shall, however, use commercially reasonable efforts to supply such data as may be reasonably requested by Customer for its internal purposes.

To utilize the Shared Services, each Third Party Provider will be required to integrate with application programming interface endpoints provided by Passport, which cannot be accessed or utilized by such Third Party Provider prior to the execution of a standalone contract with Passport governing the access, use, pricing, disclosure, and governance of the Shared Services consistent with the foregoing paragraphs and as otherwise determined by Passport in its sole discretion.

Except in the case of Third-Party Providers pursuant to the foregoing paragraphs, Passport shall be the exclusive mobile payments for parking service provider for City during the term of this Agreement.

SCHEDULE 2