



SOFTWARE LICENSE AND SERVICE AGREEMENT

The following terms, including the terms and conditions found in all Exhibits (the "Agreement"), represent the full understanding of United Public Safety, Inc. ("UPsafety") and the Party named below ("Client"), the "Parties" and each individually a "Party"). In exchange for the mutual covenants herein and other good and valuable consideration, the Parties agree and intend to be bound as follows:

I. General Terms

United Public Safety will provide services (the "Services") and license all software, including all web and mobile applications and related documentation, (the "Software") necessary for Client to operate a Citation Management Program ("CMP") which allows Client's parking enforcement officers to issue parking citations and allows Client to accept payment for parking citations and perform citation adjudication tasks.

Exhibits A - D listed below are incorporated into and made a part of this Agreement and supersedes all prior written and oral agreements, purchase orders, proposals, representations, understandings, promises, descriptions or other communications between the Parties regarding the same. If Client submits any order form with contrary terms or conditions, such order form shall be considered only as confirmation of the order and shall in no way amend, prevail over, supplement, or supersede any of the provisions of this Agreement or any Exhibit. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between the Exhibits will be resolved in their listed order, which include:

- Exhibit A: SaaS Terms and Conditions
- Exhibit B: Agreement to Purchase / Quote
- Exhibit C: Warranty Information
- Exhibit D- Scope of Work

II. Term and Termination

"The Term and Conditions of the Agreement are effective from the date on which UPsafety signs this Agreement (the "Effective Date") and will remain in effect for THREE (3) years from the date on which the Software is deployed to Client (the "Go Live Date"). On the third anniversary of the Go Live Date, and on each anniversary date thereafter, this Agreement will automatically renew for a one-year period upon the same terms and conditions. If either the Client or UPsafety does not wish for any such renewal, a Party must notify the other party in writing of its intention not to renew no later than sixty (60) days prior to any such anniversary date, in which case this Agreement shall terminate on such anniversary date.

If handheld and training costs have been paid in full, either Party may terminate this Agreement for convenience with sixty (60) days' written notice, or terminate for cause with immediate effect in the event that a Party provides written notice to the other Party of a material breach and the breaching Party fails to cure the breach within fifteen (15) days after receiving written notice of the breach from the non-breaching Party. In the event this Agreement is terminated for convenience, the terminating Party will be responsible for providing all services and/or paying all fees described herein that are incurred before the date of termination. In the event the Provider terminates this Agreement for cause UPsafety

shall not be entitled to receive any further payment under this Agreement after the termination date set forth in the notice.

III. CityCite™ Platform Component Terms

UPSafety will provide the service, or services as specified in Exhibit B: Agreement to Purchase in conformance with the following Terms:

I. Physical Equipment

UPSafety will supply hardware to Client in the models and quantities set forth in the attached Agreement to Purchase, under the warranty terms attached in Exhibit C: Warranty Information.

All equipment provided by UPSafety under this Agreement will be standard new and unused equipment of the latest model available. Where any standard part or accessory of such equipment is not described, it shall be understood that all equipment and accessories that are provided standard with such equipment shall be furnished.

Client acknowledges that, if the equipment has not been purchased outright by the Client, that the equipment is the property of UPSafety, and Client agrees to exercise reasonable care of said equipment while in its possession.

Leased equipment that becomes lost or stolen will be the sole responsibility of the Client, and will be billed to the Client at current price or price defined in Exhibit B – Agreement to Purchase. If the exact equipment is not available, UP Safety will provide a similar unit that is compatible with solution at current price.

II. Data Plans

UPSafety will provide a Data Plan for each device requiring one, allowing unlimited data usage for the handheld devices covered by these plans, for the pricing laid out in Exhibit B: Agreement to Purchase. UPSafety expressly disclaims all warranties as to the network's reliability, fitness for a particular purpose or uptime.

III. Paper and Physical Consumables

Paper, Permits and other Physical Consumables will be provided in the configurations and quantities identified in the attached Agreement to Purchase. Additional paper can be purchased for the same terms for up to (1) year from this Agreements Effective Date, after which paper can be purchased at UPSafety's then current price list.

If Client orders custom printer paper not quoted in the attached Agreement to Purchase, UPSafety will provide a separate Agreement to Purchase to Client detailing costs.

IV. Public Citation Management Portal

UPSafety will provide an online payment portal and an interactive voice recognition (IVR) system through which patrons may view, pay and dispute outstanding parking citations, as well as view, purchase and apply for permits.

V. Automated Notice Generation, Owner Lookups & Collections

UPSafety will prepare all Delinquent Notices and Notice of Violations for outstanding tickets issued to vehicles bearing State of [HOME STATE] plates and Out-of-State plates (to the extent allowed by each State's DMV) to the last known registered owner(s). State agency approval will also be obtained where applicable with assistance from the Client. Such notices shall comply with state rules and regulations in all material respects.

If authorized by Client, citations which remain unpaid may be submitted to the applicable Courts for escalation, and/or submitted to a collections agency to initiate a further collections process.

VI. Custom Software Development

Upon the request of the Client and the receipt by UPSafety of a signed purchase order, UPSafety may perform custom software development to customize the CityCite™, CodeCite™ or ForCite™ platforms to meet the Client's needs. Work will be performed in accordance with an issued Statement of Work ("SOW"), and will be performed in a professional and workmanlike manner in accordance with recognized industry standards and other specifications as outlined in the project specific SOW. All development is owned exclusively by UPSafety unless client ownership is explicitly defined in the SOW.

VII. Support & Issue Resolution

Through the life of the Contract, UPSafety will provide online, telephone and e-mail support to Client during the Term, providing live, direct UPSafety Product Support from 8:00 a.m. to 5 p.m. EST, Monday through Fridays, excluding holidays. Additionally, Email and Voice Mail will be made available 24/7 and a reply will be generated by UPSafety initiating the Support call within 1 hour.

UPSafety Product Support will assist Clients in communications relating to, but not limited to:

- Recommendations for optimal use of CMP
- Problems with or questions pertaining to the operation of CMP
- Problems with interfaces between CMP & other systems
- Error messages from CMP
- Printing issues related to CMP Mobile Software
- Questions about CMP customizable reporting tool

VIII. Shipping Costs

Client will be responsible all shipping costs to its facility incurred by UPSafety for the shipment of Paper, Equipment, Permits and all other physical components required to operate the CMP.

IX. Out of Scope Services

Additional services requested by the Client that are not described in this Agreement must be submitted in writing by the Client. UPSafety will prepare a separate statement of work along with a detailed cost estimate to be approved in writing by the Client prior to the implementation of said changes or additions. This includes, but is not limited to, requests for additional equipment, installation of additional sessions, Client requested software modifications and/ or relocation of equipment.

X. Service Level Agreement for Cloud Services

UPSafety will provide the software with uptime of at least ninety-nine point nine percent (99.9%) calculated over a rolling six-month period ("uptime guarantee"). For any month during which system uptime drops below the uptime guarantee, UPSafety 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 UPSafety for such month. For example, if during a given month the software uptime fell as low as ninety-five percent (95%) and during that month, the fees payable to UPSafety were one hundred dollars (\$100.00), UPSafety would issue a billing credit of four dollars and ninety cents (\$4.90). For the purposes of this agreement, uptime is defined as any period of time during which end users of the software can use the software to: (1) pay for parking citations and permits, and (2) issue and manage parking citations and permits minus any scheduled maintenance window and any other maintenance or outage that may be required.

IV. Merchant Processing Framework

In performing UPSafety's obligations in connection with the maintenance of the Public Citation Management Portal ("PCMP"), UPSafety will serve as the merchant of record for all PCMP transactions and will supply a payment gateway for all such transactions.

Except for chargeback fees and any other transaction exception fees from UPSafety's merchant bank, UPSafety will be responsible for all merchant processing costs associated with citation payments made online through the payment portal provided by UPSafety, including, without limitation, settlement fees, payment gateway fees, and interchange reimbursement fees. Chargeback fees from UPSafety's merchant bank will be passed through directly to Client with no markup.

UPsafety will remit all fees and fines to Client, less UPsafety's per transaction fees, refunded transactions and associated fees, merchant processing fees and chargeback and refund fees as applicable based on the pricing set forth in Exhibit B: Agreement to Purchase.

V. Fees

Client agrees to the fee schedule outlined within Exhibit B: Agreement to Purchase. Invoices will be submitted on a monthly basis, payable within thirty (30) days upon receipt.

Fees may increase after the initial term at every term renewal as set forth in the quote as. If not defined in the quote, renewals may increase by an amount not to exceed the Consumer Price Index ("CPI").

VI. Payment

Payment for Software Licensing, Data Plans and CiteGuardPlus™ Warranties are invoiced one (1) year in advance. Payment for purchased Hardware and CiteGuard™ warranties are due prior to installation. If handheld and other upfront costs have been amortized over a three-year term, the lump sum payment outlined in the attached Agreement to Purchase will be invoiced one year in advance.

Payments for any Revenue Share, Owner Lookups, Data Entry, Automated Notices and Call Center Support, as applicable, are invoiced monthly on an as-used basis conformant to the Agreement to Purchase or other Appendices.

UPsafety shall keep accurate records of all services performed under this agreement and shall submit such information to the Client with each invoice. Any payment for goods or services provided under this agreement shall be made to UPsafety not more than thirty (30) days after receipt of an invoice and acceptance of the goods or services by the Client.

VII. Signatures

This Software License and Service Agreement ("Agreement") is entered into, as of the Effective Date, between United Public Safety, Inc. and the Client named below. This Agreement includes and incorporates the terms and conditions found in this document and the Standard Terms and Conditions found in Exhibit A, and the terms and conditions found in Exhibits B through C, which are attached hereto and incorporated herein by reference. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

SIGNATURE PAGE TO FOLLOW

Agreed and Accepted:

United Public Safety, Inc.

Town of East Haven, CT

By

By

Name

Name

Title

Title

Date

Date

SaaS Terms and Conditions

These United Public Safety Terms and Conditions are related to and deemed incorporated into the CONTRACT aforementioned between United Public Safety, Inc., a Pennsylvania corporation having a principal place of business in 321 Morris Road, Fort Washington, Pennsylvania ("UPsafety"), and the Client (the "Client"). Client's execution of a CONTRACT referencing these Terms and Conditions shall be deemed Client's agreement to these Terms and Conditions. In the event of any conflict between the terms of the CONTRACT and these Terms and Conditions, the CONTRACT shall control with respect to such conflicting terms.

1. Definitions

For purposes of these Terms and Conditions, the terms below shall have the meanings defined below. Additional terms are defined in the preamble above and throughout these Terms and Conditions.

- 1.1. "Client Content" means any data, databases, information, trademarks, service marks, logos, files, images, text, files, records or other content that may be provided by or on behalf of Client or its authorized users for use in conjunction with the Software or Services.
- 1.2. "SaaS Term" means the period during which the Services and access to the Software will be provided by UPsafety to Client, including the Initial Term and any Renewal Terms (as each is defined in Section 8.1).
- 1.3. "Services" means the hosting, maintenance, support and other services provided by UPsafety pursuant to these Terms and Conditions.
- 1.4. "Software" means the software specified in the CONTRACT, with "Management Platform" referring to the internet accessible management portal, customer facing websites, and "Mobile" referring to the Android based data collection software.
- 1.5. "UPsafety Content" means any information, documentation or other materials provided to Client by UPsafety relating to the Software, including, without limitation, the User Documentation.
- 1.6. "User Documentation" means the UPsafety user documentation relating to the Software.
- 1.7. "CONTRACT" means the agreement accepting the costs and terms of the products and services sold to Client by UPsafety.
- 1.8. "Web Sites" means the web sites of UPsafety, including the web sites that provide access to the Software.

2. Web-Based License

UPsafety grants to Client, and Client accepts, a nontransferable, nonexclusive license and right to access the Management Software via the Internet, and to the Mobile Software through mobile devices on which UPsafety has installed their software at the client's behest. Client agrees to the use of this Software and the User Documentation only as authorized in these Terms and Conditions, for its own internal purpose and operations, during the SaaS Term. Client acknowledges that its access to and use of the back end management Software will be web-based only. This Software will not be provided to Client in CD-ROM or DVD form (or any other form of media) and will not be installed on any servers or other computer equipment owned or otherwise controlled by Client. Instead, the Management Software will be hosted by UPsafety (as described in Section 3) and accessed and used by Client through the use of the Internet and Client's computers, while Mobile Software will be installed on Client mobile devices exclusively by UPsafety.

3. Accessibility

UPsafety will provide Client access to the latest supported version of the Management Platform Software via the Internet, from the Microsoft Azure hosting facility leased by UPsafety on a 24x7 basis, except for scheduled and emergency maintenance as set forth in Section 9, Mobile Software, which may be installed on Client's mobile devices, will also be accessible 24x7, but may lack connectivity to the Management Platform during maintenance periods, or in the absence of wireless connectivity.

4. Limitations

The maximum number of Client's employees, Contractors, volunteers, and other agents that are simultaneously accessing or using the Software at any given time shall not exceed the number of users specified in the CONTRACT. Client's use of the Software may not exceed the scope of the use provisions above without the express written agreement of UPSafety.

5. Permitted Uses

Consistent with and subject to UPSafety's database permissions and limitations, users shall be permitted access to the UPSafety CityCite® products for the following uses (but only such uses) as described below:

By users as permitted and authorized by Client within the terms and features of the CONTRACT:

- (i) Issuance & Management of Citations, Tickets & Permits
- (ii) Customization & Management of Settings, Rules, Reporting and User Permissions
- (iii) Customization & Management of Public Citation Management Portal

The permitted uses described herein shall only be permitted during the SaaS Term. Client agrees that upon expiration or termination of the SaaS Term, all rights granted to Client shall immediately terminate and revert to UPSafety, and Client shall destroy the UPSafety Content and any and all copies thereof, in any form, and shall erase from all computer, electronic, or other storage device or otherwise destroy all images and copies of the UPSafety Content, and shall provide certification as to the same.

6. Hyperlinks

UPSafety's web sites may contain hyperlinks to other web sites which are not maintained by, or related to, UPSafety. Hyperlinks to such web sites are provided as a service to users and are not sponsored by or affiliated with the Web Site(s) or UPSafety. UPSafety does not continuously monitor or review any or all of such web sites and is not responsible for the content of those web sites. Hyperlinks are to be accessed at the user's own risk, and UPSafety makes no representations or warranties about the content, completeness or accuracy of these hyperlinks or the web sites hyperlinked to the Web Sites. UPSafety provides hyperlinks as a convenience, and the inclusion of any hyperlinks to a third party web site does not necessarily imply endorsement by UPSafety of that web site or any association with its operators. UPSafety has no liability for any damage or loss that Client or its users may suffer as a result of the use of any third-party web sites.

7. Additional Storage Fees

UPSafety shall provide a default maximum storage space of 250 GB, which includes the backup and retention thereof, to the Client within the hosted environment. Any additional data usage beyond the initial 250 GB will be billed in accordance with the Agreement to Purchase or Quote or as real increased cost levied by providers are incurred, as specified in the CONTRACT.

8. Maintenance Window

UPSafety and/or its hosting or telecommunications vendor(s) may perform system maintenance within the following "Maintenance Windows" during which time access to the Software, Services and Client Data may be temporarily unavailable:

- (i) "Security Maintenance/Upgrade Window" – Nightly between 12 a.m. and 6 a.m. U.S. Eastern Time for application of periodically distributed security/software updates as provided by operating system, network, and firewall vendors, or UPSafety.
- (ii) "Emergency Maintenance Window" – In the event there is an unforeseen issue that causes the Software or the Services to be unavailable or the performance of the Software or the Services to be materially inhibited, in which case the Software or Services may be temporarily unavailable while UPSafety and its vendors work to resolve the issue.

Client understands and agrees that there may be instances when UPSafety needs to interrupt access to the Software without notice in order to protect the integrity of the Software or Services due to security issues, virus attacks, spam issues or other unforeseen circumstances.

9. Availability

9.1 Commitment Level. UPSafety will provide access to the Software during the SaaS Term, defined within CONTRACT. Any Maintenance Window shall not be included as downtime for purposes of determining availability.

9.2 System Monitoring. UPSafety will monitor performance indicators on the systems and network infrastructure (its own and that of third party suppliers) in order to gauge the overall performance of its hosting services, and will take reasonable steps to address systems and network infrastructure as required to maintain application performance. UPSafety will use an internal system to measure whether the Software is available, and Client agrees that this system will be the sole basis for resolution of any dispute that may arise between Client and UPSafety regarding these Terms and Conditions. UPSafety will not systematically monitor Client Content, but UPSafety reserves the right to review Client Content from time to time in its discretion. UPSafety reserves the right to (a) disable access to or delete any Client Content which it determines in its sole discretion (such discretion to be exercised in good faith) to be illegal, obscene, threatening, defamatory, fraudulent, infringing, harassing, or otherwise offensive, and (b) disable access to or delete any other Client Content under justified exigent circumstances, as such circumstances are determined in good faith by UPSafety. UPSafety also reserves the right to monitor, restrict, and terminate Client's ability to build, run and obtain reports and batch jobs/processes through the use of the Software or Services if Client is using excessive computing resources which are impacting the performance of the Software and Services for other subscribers. UPSafety agrees to notify Client in cases where it restricts or terminates such reports or jobs/processes and use good faith efforts to determine an appropriate alternative or work-around solution.

10. Upgrades

UPSafety will install upgrades/releases of the Software which are generally made available to its other subscribers, including patches and/or fixes, as they are made available, at no charge during the SaaS Term.

11. Client Responsibilities

Client will retain responsibility for administering security within the UPSafety applications (e.g., the granting of rights to a user for a specific form in the application), including maintaining the secrecy of all usernames and passwords.

Client shall be responsible for all actions taken using the usernames and passwords provided to Client. Client is responsible for maintaining its user desktops and other devices and providing users network and internet access to the Software. Client is also responsible for ensuring that its users comply with these Terms and Conditions with respect to use of the Software and Services. Client shall provide secure connectivity to the Internet for its location(s) for purposes of providing adequate access to Software hosted at the Hosting Site. UPSafety shall not be responsible for the reliability or continued availability of the communications lines, or the corresponding security configurations, used by Client in accessing the Software via the Internet. Client shall provide adequate industry "best practice" standards to ensure reasonable security for integration between applications at the Client site and Software hosted by UPSafety. Client shall provide accurate input information in the manner reasonably prescribed by UPSafety in connection with the Software and Services provided under these Terms and Conditions. Client shall advise UPSafety of any changes to Client's operations, banking relationships, Primary Contact, or other information that would require a change in the support, operation, or configuration of the hosted Software. Client shall configure necessary user accounts via the administrator account provided by UPSafety. Client shall be responsible for ensuring that any Client Content is accurate, not corrupt in any way, and does not contain any viruses. Client shall be solely responsible for, and shall hold UPSafety, its third party suppliers, and their respective Representatives harmless from any loss, damage or liability arising in connection with Client's inputs, selection and use of the Services, and all data (including Client Content), reports, statements and other content transmitted, posted, received or created on the UPSafety system through Client's account, even if transmitted, posted, received or created by a third party

12. Intellectual Property Rights

Client agrees that the Software, User Documentation and Services are proprietary products and services and that all right, title and interest in and to the Software, User Documentation and Services, including all associated intellectual property and other proprietary rights, are and shall at all times remain with UPSafety and its third party licensors. The Software contains trade secret and proprietary information owned by UPSafety or its third party licensors and is protected by United States copyright laws and international trade provisions and other applicable law. Client must treat the Software like any other copyrighted material and Client may not copy or distribute the Software or the User Documentation, electronically or otherwise, for any purpose. Client hereby grants to UPSafety a nonexclusive right to use all Client Content for the purposes of providing the Software and Services to Client and its authorized users pursuant to these Terms and Conditions. Client represents and warrants that the Client Content does not infringe or violate the intellectual property, proprietary or personal rights of any third party and Client has the right to grant UPSafety the right to use the Client Content as set forth herein.

13. Other Restrictions

Use of the Software and Services is restricted to use by the specific licensing entity only, and only for Client's internal business purposes. Client may not use the Software or Services for the benefit of any third parties or provide service bureau or other access

or use of the Software or Services to third parties. Client may not, directly or indirectly, sublicense, assign, transfer, sell, rent, lend, lease or otherwise provide the Software, Services (or any portion thereof, including without limitation any capacity) or the User Documentation, or any portions thereof, to any third party, and any attempt to do so is null and void and shall be deemed a material breach of these Terms and Conditions. Client may not reverse engineer, disassemble, decompile or make any attempt to ascertain, derive or obtain the source code for the Software. Client shall not use the Software for any commercial purpose beyond the functionality for which the Software is intended. Client hereby agrees, represents and warrants to UPSafety that Client will not access or use the Software or the Web Sites for any purpose that is unlawful or prohibited by these Terms and Conditions. Client will not use the Software, Services or UPSafety ToCite, CityCite, CodeCite and ForCite Cloud product to take any actions that (i) infringe on any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (ii) violate any applicable law, statute, ordinance or regulation (including those regarding export control); (iii) are defamatory, trade libelous, threatening, harassing, or obscene; (iv) constitute unauthorized entry to any machine accessible via the network; (v) create or build any derivative works from any information, content, software, products or services obtained from or otherwise connected to UPSafety's Software or Web Sites, including appending such information or content to Client's internal database for distribution to multiple nonprofits as a donor database product or service; or (vi) distribute, transfer or resell the results of Client's use of the Software, Services or Web Sites. Client shall not interfere with or disrupt network users, services or equipment with the intent to cause an excessive or disproportionate load on UPSafety's or its suppliers' infrastructure by means of (but not limited to) distribution of unsolicited bulk emails or chain letters, viruses, Trojan horses, worms, or other similar harmful or deleterious programming routines. Client further agrees to cooperate with UPSafety in causing any unauthorized use (including but not limited to co-branding, framing or hyper-linking) to immediately cease.

14. Location, Audio, Image and Video Services

Client acknowledges and consents to the automated and manual creation and/or collection of Location-Based, Audio, Image, and/or Video Services information in the Software and/or Device through interaction between the Devices where the Software is installed, UPSafety's servers, and third party applications and systems. UPSafety will use commercially reasonable efforts to ensure the accuracy of Location-Based, Audio, Image, and/or Video Services; however, UPSafety assumes no liability or responsibility in the event of inaccuracies in such information. While UPSafety uses commercially reasonable efforts to safeguard such information, UPSafety assumes no liability or responsibility for losses resulting from illegal or fraudulent access to Location-Based, Audio, Image, and/or Video Services related information. UPSafety also reserves the right to make such information available to auditors, police and other governmental agencies as permitted or required by law.

15. Software Modifications

Client shall not make any modifications to the Software. Any modifications that Client makes to the Software will void any warranty obligations contained in these Terms and Conditions and UPSafety in its sole discretion, may terminate the CONTRACT.

16. Limitation of Liability

UPSAFETY'S MAXIMUM LIABILITY FOR ANY ACTION ARISING UNDER THESE TERMS AND CONDITIONS, REGARDLESS OF THE FORM OF ACTION AND WHETHER IN TORT, CONTRACT OR OTHER FORM OF LIABILITY, SHALL IN NO EVENT EXCEED THE FEES PAID BY CLIENT DURING THE TWO-YEAR PERIOD PRECEDING NOTICE TO UPSAFETY OF CLIENT'S LOSS. IN NO EVENT SHALL UPSAFETY BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOST DATA, LOST PROFITS, OPPORTUNITIES OR CONTRIBUTIONS, LOSS OF USE, GOOD WILL, BUSINESS INTERRUPTION, COST OF COVER, OR OTHER PECUNIARY OR NON-PECUNIARY LOSS, HOWEVER ARISING, EVEN IF UPSAFETY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UPSAFETY SHALL HAVE NO LIABILITY OR RESPONSIBILITY IN THE EVENT OF ANY LOSS OR INTERRUPTION IN SOFTWARE ACCESS DUE TO CAUSES BEYOND ITS REASONABLE CONTROL OR FORESEEABILITY, SUCH AS LOSS, INTERRUPTION OR FAILURE OF TELECOMMUNICATIONS OR DIGITAL TRANSMISSIONS AND LINKS, INTERNET SLOWDOWN OR FAILURES. THE PARTIES AGREE TO THE ALLOCATION OF RISK SET FORTH HEREIN. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO CLIENT TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

17. Independent Contractor

UPSAFETY IS AN INDEPENDENT CONTRACTOR AND NOT AN AGENT OR EMPLOYEE OF CLIENT. NO AGENCY, PARTNERSHIP, FRANCHISE, JOINT VENTURE, OR EMPLOYMENT RELATIONSHIP EXISTS BETWEEN UPSAFETY AND CLIENT. UPSAFETY'S EMPLOYEES AND AGENTS WILL NOT BE EMPLOYEES OR AGENTS OF CLIENT. UPSAFETY SHALL BE FULLY AND SOLELY RESPONSIBLE FOR THE SUPERVISION, CONTROL, PERFORMANCE,

COMPENSATION, BENEFITS (INCLUDING, WITHOUT LIMITATION, ALL FORMS OF INSURANCE) WITHHOLDINGS, HEALTH AND SAFETY OF ALL OF ITS EMPLOYEES AND AGENTS. CLIENT WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY WITHHOLDING TAXES OR CONTRIBUTIONS TO STATE WORKER'S COMPENSATION, UNEMPLOYMENT OR OTHER FUNDS OR PROGRAMS.

18. Notices

All notices, consents and communications required hereunder shall be given in writing and delivered by electronic mail or mail, shall be deemed to be given upon receipt thereof and shall be sent to address below:

United Public Safety, Inc.
321 Morris Road
Fort Washington, PA, 19034

EMAIL: jyoung@upsafety.net

19. Compliance with Applicable Law

ALL WORK PERFORMED BY UPSAFETY SHALL BE IN CONFORMANCE WITH PERTINENT OSHA, LOCAL, STATE AND FEDERAL GOVERNMENT LAWS, RULES AND REGULATIONS. UPSAFETY FURTHER COVENANTS AND AGREES THAT ALL WORK PERFORMED AND FURNISHED HEREUNDER SHALL BE IN ACCORDANCE WITH APPLICABLE PROFESSIONAL STANDARDS.

20. Warranties

Mutual Warranties. Each party warrants that (i) it has the right and power to enter into these Terms and Conditions, and (ii) it will comply with all applicable laws and regulations pertaining to these Terms and Conditions. UPSafety Limited Warranty. UPSafety warrants that the Services will be performed in a professional and workmanlike manner in accordance with recognized industry standards and other specifications as outlined in the CONTRACT.

UPSafety Limited Warranty. UPSafety warrants that the Services will be performed in a professional and workmanlike manner in accordance with recognized industry standards and other specifications as outlined in the CONTRACT.

Exclusive Remedies. If, during the Warranty Period the Software fails to comply with the Software Warranty set forth above, UPSafety's entire liability and Client's exclusive remedy beyond these damages will be either to (a) repair or replacement of the Software, or (b) if in UPSafety's opinion such repair or replacement is not possible, termination of the SaaS Term and a refund of the Subscription Fees paid for the Software. This limited warranty is void if failure of the Software has resulted from accident, abuse, misuse or negligence of any kind in the use, handling or operation of the Software, including any use not consistent with the User Documentation or UPSafety training. UPSafety's entire liability and Client's exclusive remedy for any breach of warranty with respect to the Services as described above shall be UPSafety re-performing the Services performed.

Disclaimers. Any written or oral information or representations provided by UPSafety agents, employees, resellers, consultants or service clients with respect to the use or operation of the Software will in no way increase the scope of UPSafety's warranty. UPSafety and its suppliers exercise no control whatsoever over the content of the information passing through their systems. Client and users must exercise their own due diligence before distributing and/or relying on information available on the Internet, and must determine that they have all necessary rights to copy, publish, or otherwise distribute such information under copyright and other applicable laws. Neither UPSafety nor its suppliers will be liable for any consequences of providing services, including those suffered as a result of delivering or accessing information or content, such as accessing information with offensive, inaccurate or inappropriate content, the possibility of Contracting computer viruses, or unauthorized access to or alteration, theft, or destruction of any data, files, programs, procedures, or information through accident, fraudulent means or devices, or any other method.

UPSAFETY DOES NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS OBTAINED BY CLIENT IN USING THE SOFTWARE OR THE SERVICES, OR THAT THE SOFTWARE OR THE SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. EXCEPT FOR THE WARRANTIES SET FORTH ABOVE AND IN THE CONTRACT, UPSAFETY EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY (BY ANY TERRITORY OR JURISDICTION) TO THE EXTENT PERMITTED BY LAW. FURTHER, UPSAFETY EXPRESSLY EXCLUDES ANY WARRANTY OF NONINFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY TO THE EXTENT PERMITTED BY LAW.

21. Confidential Information

Definition. The term “Confidential Information” shall mean: (i) any and all information which is disclosed by either party (“Owner”) to the other (“Recipient”) verbally, electronically, visually, or in a written or other tangible form which is either identified or should be reasonably understood to be confidential or proprietary; and (ii) the terms, including, without limitation, the pricing, of the Software and Services and any proposals or other documents that preceded these Terms and Conditions. Confidential Information shall include, but not be limited to, personal information (individual name, address, contact information, and individual payment amounts), organization and credit card information, trade secrets, computer programs, software, documentation, formulas, data, inventions, techniques, marketing plans, strategies, forecasts, client lists, employee information, financial information, confidential information concerning any of Owner’s past, current, or possible future programs, and confidential information concerning Owner’s business or organization, as Owner has conducted it or as Owner may conduct it in the future. In addition, Confidential Information shall include information concerning any of Owner’s past, current, or possible future products or methods, including information about Owner’s research, development, engineering, purchasing, manufacturing, accounting, marketing, selling, leasing, and/or software (including third party software).

Treatment of Confidential Information. Owner’s Confidential Information shall be treated as strictly confidential by Recipient and shall not be used by Recipient other than in connection with its performance under these Terms and Conditions or disclosed by Recipient to any third party except to those third parties operating under non-disclosure provisions no less restrictive than in this Section and who have a justified business “need to know”. Client shall protect the deliverables resulting from Services with the same degree of care. These Terms and Conditions impose no obligation upon the parties with respect to Confidential Information which either party can establish by legally sufficient evidence: (a) was in the possession of, or was rightfully known by the Recipient without an obligation to maintain its confidentiality prior to receipt from Owner; (b) is or becomes generally known to the public without violation of these Terms and Conditions; (c) is obtained by Recipient in good faith from a third party having the right to disclose it without an obligation of confidentiality; (d) is independently developed by Recipient without the participation of individuals who have had access to the Confidential Information; or (e) is required to be disclosed by court order or applicable law, provided notice is promptly given to the Owner and provided further that diligent efforts are undertaken to limit disclosure. UPSafety does not guarantee that Confidential Information provided to it in order for UPSafety to perform its support or professional services will be stored indefinitely and UPSafety reserves the right to purge such information from its database after one (1) year. The preceding statement does not affect information stored in the Software.

Client Database. On the Commencement Date, UPSafety will notify Client’s Primary Contact prior to accessing the Client’s database file for the purpose of providing trouble-shooting, problem resolution, support, and professional services and will proceed once confirmation is received from the Client via email or phone communications. Client authorizes UPSafety to edit data without notification for all work performed prior to the commencement of the Initial Term and Client is required to cooperate with UPSafety to provide or request specific data edits as part of the implementation project.

Rights and Duties. The Recipient shall not obtain, by virtue of these Terms and Conditions, any rights, title, or interest in any Confidential Information of the Owner. Within fifteen (15) days after termination of the SaaS Term, each party shall certify in writing to the other that all copies of Confidential Information in any form, including partial copies, have been destroyed, returned, or used solely as the Owner so directs.

Survival. The terms of this Section shall survive termination of the SaaS Term. If the parties have executed a separate agreement that contains confidentiality terms prior to or contemporaneously with entering into the CONTRACT (and thereby, these Terms and Conditions), those separate confidentiality terms shall remain in full force to the extent they do not conflict with these Terms and Conditions.

22. Indemnity

By UPSafety. UPSafety shall indemnify and defend Client against any third party claims that the Software or other Work Product (defined below) made available to Client by UPSafety infringe any United States, Canadian or Mexican patent or copyright during the SaaS Term, provided that UPSafety is given prompt notice of such claim and is given information, reasonable assistance, and the sole authority to defend or settle said claim. In the defense or settlement of any claim relating to infringing Software or other Work Product, UPSafety shall, in its reasonable judgment and at its option and expense: (i) obtain for Client the right to continue using the Software or other Work Product; (ii) replace or modify the Software or other Work Product so that it becomes non-infringing while giving substantially equivalent functionality; or (iii) if UPSafety determines the remedies in (i) or (ii) are not commercially reasonable, as its sole obligation, terminate the SaaS Term. UPSafety shall have no liability to indemnify and defend Client to the extent (i) the alleged infringement is based on infringing information, data, software, applications, services, or programs created or furnished by or on behalf of Client; (ii) the alleged infringement is the result of a modification made by anyone other than UPSafety; or (iii) Client uses the Software or other Work Product other than in accordance with these Terms and Conditions or any documentation delivered by UPSafety. This Section states UPSafety’s entire liability and Client’s sole and exclusive remedy for claims relating to infringement.

By Client. Client shall indemnify and defend UPSafety against any claims (i) resulting from Client’s and its users’ use of the Software, Work Product or Services; (ii) that any Client Content (including without limitation content provided by Client for inclusion on a

donation site) infringes or violates any rights of third parties, including without limitation, rights of publicity, rights of privacy, intellectual property, trade secrets or licenses; or (iii) arising from or relating to Client's or its users' failure to comply with these Terms and Conditions.

Survival. The terms of this Section shall survive termination of the SaaS Term.

23. Data Ownership

Client retains all rights to Client Content generated by the Customer. Except as otherwise set forth herein, UPSafety shall not at any time use Client Content or disclose Client Content to any third parties, except that UPSafety may use Client Content for the purpose of meeting its obligations under the CONTRACT and providing the Services, and may store, back-up and archive Client Content and may generate anonymized data from Client Content.

24. Right to Work Product

Any invention, discovery, creation, expression or other result of UPSafety's Services, such as findings, analyses, conclusions, opinions, recommendations, ideas, techniques, know-how, designs, programs, tools, applications, interfaces, enhancements, software, and other technical information (collectively "Work Product"), created by UPSafety in the course of performing the Services hereunder are the property of UPSafety and are licensed to Client, without further license fees, pursuant to the license in these Terms and Conditions, provided, however, Work Product does not include, and Client shall retain title to (i) Confidential Information of Client, and (ii) all Client Content. Client shall have no right to sublicense, transfer, assign, convey or permit any third party to use or copy any Work Product.

25. Force Majeure

Except for Client's obligation to pay UPSafety, neither party shall be liable for any failure to perform its obligations under these Terms and Conditions if prevented from doing so by a cause or causes beyond its control, including without limitation, acts of God or public enemy, failure of suppliers to perform, fire, floods, storms, epidemic or quarantine restrictions, earthquakes, riots or civil commotion, strikes, war, and restraints of government, freight or other embargoes, weather conditions or any failures by UPSafety's subcontractors or suppliers.

26. Assignment

Neither these Terms and Conditions nor the CONTRACT shall be assigned by Client without the prior written consent of UPSafety. Any attempted assignment in violation of this provision shall be null and void. Subject to the foregoing, these Terms and Conditions are binding upon, inure to the benefit of, and are enforceable by the parties hereto and their respective successors and assigns.

27. Miscellaneous

Except as otherwise specifically stated herein, remedies shall be cumulative and there shall be no obligation to exercise a particular remedy. If any provision of these Terms and Conditions are held to be unenforceable, the other provisions shall nevertheless remain in full force and effect. The failure by either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach of these Terms and Conditions will not be deemed a waiver by that party as to the subsequent enforcement of rights or subsequent actions in the event of future breaches. These Terms and Conditions and the CONTRACT together set forth the entire agreement between the parties with respect to the subject matter hereof and all other agreements, purchase orders, representations, communications and understandings, both oral and written, are superseded hereby.

United Public Safety | Cost Proposal

Summary

Our pricing proposal can be summarized as follows. We will provide the Town with all services requested under this RFP, including a CityCite™ site license, on-site training, 24/7/365 product and program support, comprehensive parking data conversion, as well as any and all PayByCell, Kiosk and ALPR integrations required, for a "clean" \$3.00 per ticket and permit paid online, entirely paid by patrons. The Town will only pay for:

- Hardware, either from UPSafety or the provider of the Town's choice
- Payment processing for Violations and Permits at 2.9% plus \$0.25 per transaction
- Data Plans from either UPSafety or the Town's current mobile data provider
- The Cost of a First-Class U.S. Stamp + \$0.20 for Automated Notice Mailing
- Paper either through UPSafety or the Town's choice of vendor
- Out of State DMV research at \$1.00 per Violator Found; In-State lookups at cost
- 25% for Optional Secondary Collections Services provided by Citation Collection Services

In short, our pricing ties us at the hip: we only make money by helping you build & maintain a profitable program.

Hardware Pricing and Options

Unlike many enforcement providers, **we provide full, in-house support for the hardware we resell to you.** That means that instead of calling Panasonic/Zebra/Samsung's technical support hotline, you're calling our fully US-based staff under the same one-hour Service Level Agreement that we maintain for our software. We believe anything less is not supporting the whole solution.

With that said, there are two main options for issuance hardware:

CitePro™ Hardware Package – \$80.00 per Device per Month (for three years)

We recommend this one-piece solution as the workhorse device for your PEO's. The hardware package includes the mobile computer, two hot-swappable external battery packs, a charging dock which allows both the device and a supplemental battery to be charged in tandem, and a power-supply/charging cable. We are also happy to provide, at an additional cost, 4- slot docking stations for better space management.

Quantity Provided Under Contract: Two (2) CitePro Scan Handhelds will be provided.

Cost for Hardware provided: 2 Devices * \$80 Per Device * 12 Months = \$1,920.00 per year.

Printek FP530 Thermal Printers – \$20 per Device per Month (for three years)

As a second option, the Town could procure, through us or separately, the Android device of its choosing paired with the quoted Printer. Our recommended Android device is the Samsung Note 20, which can be purchased either by the Town through an existing Carrier relationship, or, through us for an additional \$35 per Device per Month.

Important: We consider three (3) years to be the most reasonable estimate of the useful life of Ticket Writers, after which leased hardware will be owned by the Town. Thus, the Town can either continue to use these devices after year 3 at no additional cost, or, we will fully refresh the hardware used by the Town to the newest make and model, at the same inflation-adjusted lease cost.

Hardware Warranty & Data Plan Options

CiteGuardPlus Warranty – \$35.00 per Device per Month

In the case of hardware damage or failure, this hardware warranty fully covers:

1. Immediate shipment of a no-cost Loaner device to replace the affected device
2. A call tag for the affected device for shipment to our offices for repair
3. Shipping for the repaired device back to your offices
4. A call tag for the Loaner device

Over a full three-year term. This provides for instant remediation of hardware issues and keeps officers enforcing.

Quantity Provided Under Contract: Two (2) CiteGuardPlus Warranties will be provided.

Cost for Hardware Warranties: 2 Devices * \$35 Per Device * 12 Months = \$840.00 per year.

Verizon 4G LTE Unlimited Data Plan – \$35 per Device per Month

We resell data plans from Verizon exclusively, because their network's speed and scope are uncompromising. This plan includes unlimited mobile data usage from our app, and related apps, for one device.

Service Provided: We will provide data plans for all Two (2) devices and all loaner devices required.

Cost for Service: 2 Data Plans * \$35 Per Plan * 12 Months = \$840.00 per year.

Platform Pricing and 24/7 Software Support

CityCite™ Platform Fee – Site License Included

This fee includes:

1. A site license for mobile users and cloud users to use our front-end data entry software, and cloud-based back end management software. This includes access to all features of our software, **including the iPermit permitting module**, as well as live real-time-push integrations, and maintenance of those integrations to almost all major parking vendors.
2. 24/7/365 in house help desk support for any and all software and hardware issues.
3. Access to our *Client Resource Center*, which provides in depth details of the functionality within our mobile and back end software, including video demonstrations and guided walk throughs.

Any and all software updates, including product enhancements, issue resolutions, and new feature releases as they become available. Since inception, we have been releasing new software to clients rapidly.

Some major upgrades in 2020, provided at no additional cost to ALL current subscribers, included:

- Enhanced Dashboard Data Visualizations
- Added Payment Functionality (Skeletal, Swaps, Refunds)
- Recurring Virtual Permits
- Gateless Garage Management & Virtual Ticketing
- Patron Portal Permit Zone Map & Selection

To ensure these features are fully utilized, we regularly hold *UPSafety User Webinars*, at no additional cost to subscribers, before each major update to identify, train, and answer any and all customer questions and concerns. Users who cannot make the webinar can request a recorded copy to view anytime.

4. Free admission to our yearly Users Conference
5. Two free remote training sessions per year to ensure all users remain product experts

Quantity of Licenses Provided Under Contract: Full Site License.

Cost for Software Licensing & Support: \$0.00. Included in Patron Portal fees.

Patron Portal – \$3.00 per Violation or Permit Paid Online

We will fully customize an e-commerce site to meet your needs, including branding, adding customized dispute fields, and developing lookup logic. Through the portal, constituents can:

- Review photo evidence, as well as all ticket data recorded at the time of issuance
- View fine schedules, laws and FAQ's
- Pay tickets online, from the moment a ticket is issued, via QR code on the ticket, the website printed on the ticket, or, through the Interactive Voice Response (IVR) phone number
- Dispute and inquire as to ticket status, including the upload of secure documents to be viewed by enforcement or administrative staff

When a violator pays a \$30.00 violation, they will pay the violation amount, plus the service fee, and we will remit the full \$30.00 violation value to you next day. Includes:

Permit Purchase & Renewal | Citation Payments | Online Disputes & Hearings

Costs of Portal: \$0.00 to the Town, \$3.00 by Patrons for every violation or permit paid online or through IVR.

Training and Implementation

On-Site or Webinar Training (Based on COVID-19) – *Two Days Included*

This fee is for on-site or webinar training of your officers and administrators on how to use the system inside and out, as well as training managers to a Train the Trainer standard. This covers our costs in paying the 1-2 employees training, as well as their hotel rooms and travel.

Cloud Set Up and Customization – *Included*

We charge this fee to fully customize the cloud to your department, including setting permissions for each individual employee, implementing ticket lifecycle business logic, creating report templates specified by managers, importing common street names in order to optimize officer drop down lists and more.

Services Provided Under Contract: Personalized Webinar Training (over 2 days) and set up / implementation.

Cost for Implementation: \$0.00. Included in Patron Portal Fees.

Processing and Other Per Item Services

DMV Research – \$1.00 per Out of State Violator Found | In State at CT DMV Cost

For DMV research for out of state violators, we charge *Per Successful Plate Lookup*, which means that a charge is only incurred if a valid address has been found for the requested plate. For in state lookups, through our direct connection to the CT DMV, we will bill at a direct cost pass through.

Service Provided: Vehicle Owner Lookups for Out of State Lookups and In State Lookups

Cost for Service: \$1.00 per Successful Out of State Violator Found. In State Lookups through direct connection will be billed at a direct cost from the CT DMV.

Credit Card Processing for Ticket and Permit Payments – 2.9% plus \$0.25 per Transaction

This fee will be billed monthly and included on a unified invoice for the amount of processing completed through the Patron Portal gateway, as well as UPSafety provided terminals in the previous month; never taken out of your remittance totals. We believe this makes it easier to track, manage and audit.

The Town will utilize UPSafety's Credit Card Processing for violations or permits which are paid for through the UPSafety Patron Portal, Connected IVR System or Point of Sale Terminals as applicable.

Automated Delinquent Notices – Cost of First-Class U.S. Stamp + \$0.20

The cost of customizing physical notices, which will be mailed to violators as warnings and requests for payment, or, for any other automated correspondence on behalf of your organization, is fully included in the set-up process. This fee is for the printing, stamping and mailing of physical notices to violators.

Service Provided: Automated Delinquent Notices

Cost for Service: Cost of First-Class U.S. Stamp + \$0.20 per Notice

Polyvinyl Paper – ~\$0.05 Per Ticket Written

We provide top quality water and tear resistant polyvinyl paper at a price of \$169.00/Case. There are 50 rolls per case and clients see anywhere between 60-70 tickets per roll. The value of \$.05/ticket that we mention in our literature is computed as follows:

$$\frac{\$169 \text{ Per Case}}{50 \text{ Rolls Per Case}} = \frac{\$3.38 \text{ Per Roll}}{65 \text{ Tickets Per Roll}} = \$ 0.05 \text{ Per Ticket}$$

Service Provided: We will aid in order of all paper required for this project by East Haven.

Cost for Service: The Town has elected for Standard Ticket Paper at a cost of no more than \$169/Case.

Programmatic Data Conversion – \$100.00 per Hour (Waived)

Assuming cooperation from the incumbent vendor, we will migrate all records from the current system to CityCite at no additional cost, regardless of the effort entailed.

Data Conversion will not be required as the Town does not currently utilize a Parking Management Solution.

Optional Services

Custom Software Development (SDE) – \$200.00 per Hour for Out of Scope Work

We staff a team of 9 full-time Cloud and Mobile software engineers, tasked with constantly improving our product for the better and customizing the product to meet the needs of our customers. We will only bill for software development that exceeds the scope of work specified in this proposal.

*Custom Software Development is **not** currently being contemplated, if needed through the implementation process, the Cost of Services would be \$200.00 per Hour for Out of Scope Work.*

VeriFone P400 Point of Sale Terminal(s) – \$399.00 per Unit

In person payments, under the current Stripe supported system, are performed by utilizing the VeriFone P400 terminal, VeriFone’s latest and most advanced terminal offering. Boasting a full color, touchscreen display, the P400 comes with EMV standard, and also allows for expanded functionality as payment trends change, including mobile wallet acceptance, EMV capabilities, and NFC/CTLS.

The Town has elected not to utilize VeriFone P400 POS Terminal (s), if the Town elects to purchase Terminals in the future we will honor the quoted price of \$399.00 per unit.

Secondary Collections through Citation Collection Services LLC – 25% Contingency

Our solution integrates with CCS in real time, updating Delinquent Tickets to a “Collections” status as they are turned over, and marked as “Collections – Paid” as they are satisfied. Collections will be billed monthly on the same unified invoice with support from CCS direct billing, or, as the Town prefers.

The Town has elected to utilize our Secondary Collections offering. CCS will bill the Town a 25% contingency for items which are turned over to CCS, and ultimately recovered.

Please See a Tabulation of Proposed Costs Presented on the Following Page(s)

Total Cost of Solution



Schedule of Costs

Product	Quantity	Price	Billed	Year 1	Year 2	Year 3
CitePro™ Scan Hardware Package	2	\$ 80.00	Monthly	\$ 1,920.00	\$ 1,920.00	\$ 1,920.00
CiteGuardPlus Extended Warranty	2	\$ 35.00	Monthly	\$ 840.00	\$ 840.00	\$ 840.00
Verizon 4G LTE Data Plan	2	\$ 35.00	Monthly	\$ 840.00	\$ 840.00	\$ 840.00
CityCite® Monthly Mobile License(s)	2	\$ 299.00	Monthly	Waived via Service Fees		
Personalized Webinar Training	1	\$ 2,000.00	One Time			
Cloud Setup & Customization	1	\$ 1,875.00	One Time			
Total Cost of Solution*				\$ 3,600.00	\$ 3,600.00	\$ 3,600.00

*Shipping Additional

Captain Joseph M. Murgo
 Town of East Haven
 471 North High Street
 East Haven, CT 06512

Joan Young
 United Public Safety
 321 Morris Road
 Fort Washington, PA 19034

Sign: _____

Sign: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Terms and Conditions for the N-Class UPsafety Product Care Program

LIMITED PRODUCT WARRANTY

United Public Safety, Inc. (UPsafety) warrants that the N-Class Rugged Android product shall be free from defects in materials and workmanship, under normal intended use, for a period of 12 months from the date of shipment from UPsafety. The N-CLASS products can be warranted up to five (5) years (including the standard warranty period). UPsafety warrants that the following items shall be free from defects in materials and workmanship, under normal intended use, for a period of ninety (90) days from the date of shipment: battery packs, media containing the N-CLASS programs, desktop PC programs, owner's manual and any accessories. Extended warranties apply only to the N-CLASS products, not battery packs, media containing N-CLASS programs, desktop PC programs, owner's manual(s) and any accessories.

WARRANTY EXCLUSIONS OF CITEGUARD™ AND CITEGUARDPLUS™

This warranty shall not apply if: (i) the product has been set up improperly or has been improperly installed or calibrated, (ii) the product is operated in a manner that is not in accordance with the instruction manual(s) and/or user guide, (iii) the product is used for a purpose other than for which it was designed, (iv) the product has been used in environmental conditions outside of those specified for the product, (v) the product has been subject to any modification, alteration, or change by or on behalf of customer (except and unless modified, changed or altered by UPsafety or UPsafety's direct supervision), (vi) the defect or malfunction results from misuse or accident, (vii) the serial number on the product has been tampered with or removed, or (viii) the product has been opened or tampered with in any way. Broken or Damaged Display is not covered under Warranty. Excessively worn parts are not covered under the RX Extend program. These may include, but are not limited, touch screen, keyboard elastomer/switch, hand strap, bumpers, graphics, battery. This warranty is exclusive and UPsafety will not assume and hereby expressly disclaims any further warranties, whether express or implied, including, without limitation, any warranty to merchantability, fitness for a particular purpose, non-infringement or any warranties arising from the course of performance, dealing or usage of trade. UPsafety specifically makes no warranties as to the suitability of its products for any particular application. UPsafety makes no warranties that its products will meet your requirements or will work in combination with any hardware or applications software products provided by third parties, that the operation of its products will be uninterrupted or error free, or that all defects in the product will be corrected. UPsafety shall not be responsible for software, firmware, information, or memory data contained in, stored on, or integrated with any products returned to UPsafety for repair, whether under warranty or not.

REMEDY

In the event a defect in materials or workmanship is discovered and reported to UPsafety within the specified warranty period, UPsafety will, at its option, repair the defect or replace the defective product. Replacement products may be new or reconditioned. UPsafety warrants any replaced or repaired product for a period of ninety (90) days from the date of return shipment, or through the end of the original warranty period, whichever is longer.

LIMITATION OF LIABILITY

To the fullest extent allowed by law, UPsafety's obligation shall be limited to the repair or replacement of the product. UPsafety shall in no event be liable for special, incidental, or consequential, indirect, special or punitive damages of any kind, or for loss of revenue or profits, loss of business, loss of information or data, or other financial loss arising out of or in connection with the sale, installation, maintenance, use performance, failure or interruption of any product. Any responsibility and/or liability of UPsafety shall, in connection with a warranted product, be limited in maximum amount to the original purchase price.



UNITED PUBLIC SAFETY'S PRODUCT CARE PROGRAM: TERMS AND CONDITIONS

WARRANTY REPAIRS

To obtain repair or service on N-CLASS product, contact the Repair Services Department within the applicable warranty period to receive a Return Material Authorization (RMA) number. Repairs returned without proper authorization may be subject to additional handling fee and/or delay the repair. The customer is responsible to prepay all shipping costs when sending equipment to a repair center UPSafety will return the repaired equipment by the same method it was received.

GOVERNING LAW

This warranty is governed by laws of the Commonwealth of Pennsylvania, and excluding the United Nations Convention on Contracts for the International Sale of Goods. The courts of the Commonwealth of Pennsylvania shall have exclusive personal jurisdiction in case of any disputes arising out of or in connection with this warranty.

SERVICES AND MATERIALS PROVIDED UNDER ALL WARRANTIES

- Analysis of problem by service technician
- Labor and materials required to fix defective parts
- Functional analysis performed after repair

OBLIGATIONS FOR EXTENDED WARRANTY

Customer Obligations

1. Pay for the extended warranty coverage per UPSafety's stated terms and conditions. The extended warranty time frame must be determined and purchased at the time of original equipment purchase.
2. When a repair is needed contact United Public Safety Technical Support at support@upsafety.net or call 215.394.1906, ext. 3.
3. Properly pack the product (equal to the original shipping carton).
4. Adequately insure the product against loss or shipping damages.
5. Pay for shipping, handling, and insurance costs needed to return the product.
6. Pay for any expediting fees outside our normal repair policy and extended warranty programs.
7. Assume full responsibility for returning the product for repair prior to the warranty expiration date.
8. Assist as needed in tracing and/or settling shipping losses or damages.

FACTORY OBLIGATIONS

1. Provide Return Material Authorization (RMA) number and accept the product back for evaluation or repair.
2. Evaluate, repair or replace the product as needed.
3. Repair and return the product within the specified turn around time or notify the customer if there is a delay and explain the cause of the delay
4. Forewarn the customer of any non-warranty work to be completed (including associated shipping and handling costs).
5. Assist as needed in tracking and/or settling losses or damages.



United Public Safety's
Guard™
Guard
PRODUCT CARE PROGRAM

Sometimes, even the best hardware fails

Officers drop their units, the elements take their toll, or maybe there was a small manufacturer defect. Whatever it is, we have you covered with two optional extended warranty plans — **CiteGuard™** and **CiteGuardPLUS™**. Our new service plans are designed specifically for our CitePro™ enforcement hardware. This 3-year protection program is intended to make the repair process as efficient and cost effective for you, as possible.

CiteGuard™

- Get the same coverage as your original 12-month factory standard warranty for 36 months with **CiteGuard**.

CiteGuardPLUS™

- **CiteGuardPLUS** includes:
 - All shipping costs (4-way)
 - No charge loaner device (shipped overnight) until original device is repaired
 - Call tag (or similar) sent for defective device

Our **CiteGuardPLUS** option is a highly recommend value, as it makes one of the most arduous support processes seamless. All we require is an initial five minute call to troubleshoot the device, to determine if the failure is something that can be handled in the field.



Collections Statement of Work

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The Statement of Work and any Exhibits or Attachments hereto shall be governed by the terms and conditions of the Citation Collection Services Agreement dated May 3rd, 2021 between T2 Systems and Town of East Haven, CT (AGENCY).

SCOPE

This Statement of Work (SOW) outlines the deliverables to be completed for the successful project implementation and on-going services for Town of East Haven, CT. Deliverables not addressed in this SOW are considered to be out-of-scope, and therefore not included.

T2 will provide the following activities through Citation Collection Services, LLC ('CCS') a wholly-owned subsidiary of T2.

Project Methodology

Each party shall designate a Project Manager who shall work together to facilitate an efficient delivery of the SOW. The T2 Project Manager will be responsible for project planning, scheduling, and issue/risk resolution.

The Agency's Project Manager will be responsible for identifying and coordinating Agency resources necessary to meet the project schedule.

T2 will assign a dedicated Business Analyst (BA) who is dedicated to the success of the project.

Time is of the essence and all parties must participate as required to meet the timeframe.

Project Schedule

During the project kick-off meeting, the T2 Project Manager, in conjunction with the Agency's Project Manager, will determine the project schedule.

Change Control

Customer may request changes to this SOW or planned deliverables. Change request may result in a change to the price, schedule and other terms and conditions contained herein.

Assumptions, Constraints, and Risks

Much of the CCS work will be performed remotely. Any requirements for project resources to come onsite may result in additional consulting fees and related travel expenses.

Data integrity problems are a risk that, if encountered, can delay project timing. Data integrity issues are often the result of problems with consistency in the data and its usage.

Collection Agency Collections

CCS will perform outbound collection procedures on individual debts including:

- Third party, FDCPA (Fair Debt Collection Practices Act) compliant letter services and outbound/inbound collection call center services
- State licensed
- Experienced staff
- Non-confrontational and professional approach that reflects positively on your organization
- Skip Tracing – access to a database with personal information
- Real time bankruptcy information to ensure that no FDCPA violation is committed when pursuing an individual who has petitioned for bankruptcy, verify the legitimacy of the bankruptcy status, and improve collection efficiency and results

Agency Collection Services Details

- CCS will assume responsibility for all citations the Agency has identified and escalated to a collection status for open citations aged up to 36 months and not in an appeal disposition. The backlog will be transferred upon start of this project.
 - Ongoing citations will be aged at 85 days delinquent (final criteria is determined by the Agency) and transferred to CCS for collections on a weekly basis.
- Citations that meet the criteria of delinquent collections will be pursued using T2's collections process that may include the state debt set off programs if applicable.
- CCS is authorized to collect on the citations' balance using collection best-practices. This can include, but is not limited to, additional letter notifications and outbound calling. These collection best-practices are already included in the fee quoted.
- T2/CCS will provide a query to export the citation data to be escalated to CCS for collections. The Agency will generate this file on a weekly basis. In advance of generating this file, the data will be matched with current Registered Owner information.
- CCS limits the number of citations that can have a fee waived per month. Six (6) citations per month can have their service fees waived.
- In the event the Agency needs to recall a citation that has already been escalated for collection, the Agency will notify CCS via email at ccsclientservices@t2systems.com. Once the initial letter has been sent, the Agency can use one of their six (6) citation waivers per month to remove the service fee.

- CCS will send one (1) PL-95 collection letter per citation. Assuming the citation holder does not pay from the PL-95, CCS will begin collection best practice procedures.
- CCS will provide a daily file of payments to import into the Agency's UP Safety database that have been made through CCS. The file will contain the citation number, payment date and citation amount.
- CCS will obtain from the Agency a daily payment import file of payments received at the Agency. It will contain the citation number, payment date and citation amount. It will be imported into the collections software.
- CCS will provide the Agency with a monthly reconciliation report on the 3rd Friday of each month. The report will provide statistics on citations collected, dollar amount collected, and associated fees. Also, an electronic check will be issued in the total amount collected, net of fees.
- CCS will assess fees to the parker for insufficient funds. A flat \$20.00 fee would be assessed to the citation holder for insufficient funds. CCS will retain this fee for bank services.
- CCS will provide a Project Manager that will be responsible for the project planning, scheduling, and status reporting. In addition, Project Manager will act as the project's single point of contact with regards to change management and issue/risk control.

Town of East Haven, CT

Signature: _____

Print Name: _____

Title: _____

Date: _____

T2 Systems, Inc.

Signature: _____

Print Name: Adam Rausch

Title: Sr. Vice President, Services

Date: May 4, 2021



Collection Services Addendum

THIS COLLECTION SERVICES ADDENDUM GOVERNS THE PROVISION AND USE OF COLLECTION SERVICES PURCHASED BY TOWN OF EAST HAVEN, CT (“CUSTOMER”) FROM CITATION COLLECTION SERVICES, LLC (“CCS”).

1. BACKGROUND.

Customer and United Public Safety, Inc. have entered into a Service Agreement (“Agreement”). CCS and United Public Safety, Inc. are both affiliates of T2 Systems, Inc. and entitled to enter into this Addendum under the Agreement. This Addendum is incorporated into and subject to the terms of the Agreement and the terms of the Agreement are incorporated herein. To the extent of any conflict between the terms of this Addendum and the Agreement, the terms of the Addendum shall control. All terms defined in this Addendum shall have the meanings ascribed thereto. Capitalized terms used in this Addendum that are not otherwise defined in this Addendum have the meaning set forth in the Agreement.

Customer has authority pursuant to certain laws, ordinances and/or regulations to assess and collect fines and citations for violations of these laws, ordinances and/or regulations. CCS is a duly licensed collection agency, and possesses the personnel, experience, expertise, and equipment to collect the fines and citations through an effective collection process and court action, if necessary. Customer and CCS have mutually agreed that CCS will assist in the collection of, or actually collect, certain unpaid fines and citations (the “Accounts”) which Customer refers to CCS from time to time during the Term of this Addendum.

2. REFERRED ACCOUNTS.

- (a) Referred Accounts. Pursuant to the terms and conditions of this Addendum, Customer shall provide to CCS, from time to time, those Accounts which Customer desires CCS to assist in the collection of (or actually collect) on behalf of Customer. All Accounts submitted to, and accepted by, CCS shall be referred to as “Referred Accounts.”
- (b) Collection of Referred Accounts. CCS agrees to undertake the collection of each Referred Account in accordance with the level of service selected by Customer which shall be described in more detail in a Statement of Work (“SOW”) in the form attached hereto as Exhibit A (collectively, the “Collection Services”).
- (c) CCS Collection Services. During the Term of this Addendum, CCS agrees to employ such lawful means, methods, and procedures as in CCS’s judgment, discretion and experience, it believes will best effect the collection of the Referred Accounts. CCS may use outside contractors or vendors to perform certain portions of the Collection Services and/or gather information about Referred Accounts and the obligors thereon.
- (d) Authority to Settle Referred Accounts. Customer hereby authorizes CCS to collect, compromise, or settle each Referred Account. However, unless otherwise authorized by Customer in writing, any such settlement shall be in conformance with the minimum amounts as set forth on the applicable SOW related to the Referred Account in question.
- (e) Transfer of Accounts. All Accounts will be forwarded to CCS using the systems and procedures designed by CCS. Upon request of CCS, Customer will provide certified copies or originals of violation notices, tickets, citations, assessment letters, and any other documents necessary for use by CCS in collection of the Referred Accounts. CCS agrees to keep all such documents confidential and to not use or disclose them (or the information contained therein) for any purpose other than the performance of the Collection Services.



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- (f) **Exclusivity of Collection Services.** Customer agrees that CCS shall be the exclusive third-party collector of all Referred Accounts during the Term of this Addendum and during any applicable retention period set forth in Section 3. If Customer refers an Account to CCS, which becomes a Referred Account, Customer may continue to exercise its collection efforts with respect to such Referred Account; provided, however, that CCS shall be entitled to payment pursuant to the terms of this Addendum for all collections made against such Referred Account, irrespective of who makes such collection.
- (g) **Rejected and Returned Accounts.** CCS may reject any Account or return any Referred Account to Customer at any time for any reason (or no reason) in its sole discretion. After an Account is rejected or a Referred Account is returned to Customer at CCS's request, CCS shall not be entitled to any additional fees with respect thereto. CCS will return to Customer such Referred Accounts which it determines, in its sole judgment and discretion, to be uncollectible. If Customer wishes to remove a Referred Account from CCS (the "Returned Accounts"), Customer will notify CCS in writing at least ten (10) days in advance (the "Return Notice"). Section 3 shall govern the collection on any Returned Accounts. Within thirty (30) days of the expiration of the one (1) year period set forth in Section 3 for Returned Accounts, CCS agrees to return each such Returned Account to Customer.

3. TERM AND TERMINATION.

- (a) **Term.** The initial term of this Addendum is three (3) years. This Addendum will automatically renew for additional one (1) year terms unless written notice is provided to the other party at least ninety (90) days prior to the expiration of the then-current term. The initial term and any renewal terms are collectively referred to as the "Term."
- (b) **Termination.** Either party may terminate this Addendum if the other party fails to perform any obligation hereunder which failure is not cured within fifteen (15) days after notice from the other party, except that CCS may terminate this Addendum immediately for Customer's failure to pay any amounts hereunder when due and payable. In the event CCS elects to retain any Referred or Returned Account pursuant to the section below, the provisions of this Addendum applicable to such continuing collection efforts shall survive any termination or expiration of this Addendum until all rights and obligations hereunder are fully performed and/or satisfied with respect to such accounts.
- (c) **Retention of Referred Accounts.** Upon the expiration of this Addendum or earlier termination of this Addendum by CCS due to a breach by Customer, CCS shall have the right, at its sole discretion, to retain for collection, pursuant to the terms and conditions of this Addendum, any Referred Account upon which a partial payment has been made within the prior one (1) year period or which is subject to an agreed upon payment plan.

4. PAYMENT TERMS.

- (a) **Collection fees.** During the term of this addendum and during any applicable retention period set forth in Section 3, CCS shall be entitled to the fees, costs, and expenses set forth (in the SOW applicable referred account) 25% percent on all monies collected. (regardless of whether collected by CCS, Customer, or others.)
- (b) **Payments to and from Customer.** CCS shall remit each payment it collects on a Referred Account to Customer, minus CCS's fees and any other amounts owed to CCS, on or before the twentieth (20th) day of each month following the month in which the amount was actually collected. Customer shall remit, or cause to be remitted, all amounts owed CCS under this Addendum, if any, within thirty (30) days of receipt of notice thereof from CCS. A late fee of one percent (1%) per month shall be assessed on all past due amounts from Customer based upon the aggregate amount of all past due monies. CCS shall also be



entitled to reasonable attorney’s fees and other costs of collection incurred in attempting to collect past due amounts from Customer.

- (c) Direct Payments. Customer agrees to immediately notify CCS of any payments on a Referred Account made directly to Customer, and CCS will be entitled to the fees specified in this Addendum as if CCS had actually collected the Referred Account. Any such amounts may be deducted from Customer’s next monthly payment from CCS.

5. MISCELLANEOUS.

- (a) Inspection Rights. Customer, its auditors, or any governmental agency or other party authorized to supervise, regulate or audit Customer, may examine CCS’s records pertaining to the Referred Accounts during normal business hours and upon ten (10) days’ advance written notice; or with less notice if required of Customer by any such agency or other party or by law.
- (b) Assignment. Except as provided in Section 2, CCS may not assign or transfer its rights or obligations under this Addendum, by operation of law or otherwise, without the prior written consent of Customer, provided, however, that the Company may assign, delegate or transfer this Addendum and all of the Company’s rights and obligations under this Addendum, without Customer’s consent, to any of its subsidiaries or to any business entity that by merger, consolidation or otherwise acquires all or substantially all of the assets of CCS or any subsidiary or to which the CCS or any subsidiary transfers all or substantially all of its assets. Upon such assignment, delegation or transfer by CCS, (i) the transferee or other party to such transaction, as applicable, shall be deemed to be substituted for CCS for all purposes of this Addendum, (ii) CCS shall be released from all obligations and liabilities hereunder arising after the effective date of the transfer or assignment, and (iii) Customer shall be deemed to have consented to the assignment, delegation or transfer. Subject to the foregoing, this Addendum and the terms and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- (c) Entire Agreement. This Addendum (including all Appendices and Quote(s)) and the Agreement comprise the entire understanding and agreement between parties regarding the subject matter hereof and supersedes all prior written and oral agreements, purchase orders, representations, understandings, promises, descriptions or other communications between the parties regarding the subject matter hereof.

Executed this ___ day of May, 2021.

CITATION COLLECTION SERVICES, LLC

TOWN OF EAST HAVEN, CT

Per: _____

Per: _____

Name: Adam Rausch

Name: _____

Title: Sr. Vice President, Services

Title: _____





**APPENDIX A
STATEMENT OF WORK**

This Statement of Work (“**SOW**”) was issued pursuant to that certain Collection Services Addendum between Citation Collection Services, LLC (“**CCS**”) and Town of East Haven, CT (the “**Customer**”) dated **MONTH, DAY, YEAR**, and is governed by the terms and conditions thereof, except to the extent the terms and conditions of this SOW supersede or conflict with the terms of that Addendum.

Note: Insert SOW here.