

PARKING METER PILOT AGREEMENT

THIS PARKING METER PILOT AGREEMENT (“Agreement”) made this 13th day of March, 2023 (“Effective Date”), by and between **City of Grand Junction, CO** whose principal place of business and address is 250 N. 5th Street, Grand Junction, CO 81501 (hereinafter called the “**Client**”) and **MacKay Meters, Inc.** a Florida corporation, (hereinafter called “**MacKay**”).

WHEREAS, the Client wishes to contract with MacKay to perform a parking meter field test (“Pilot”) within Grand Junction, CO using MacKay’s credit card enabled one-space and two-space parking meters and MacKay’s web-based meter management system; and

WHEREAS, the Pilot will be for a ninety (90) calendar day period; and

WHEREAS, MacKay has agreed to participate in the Pilot; and

WHEREAS, MacKay has agreed to provide the use of certain goods, consisting of mkBeacon™ meter (“mkBeacon Vault complete meter”), and related accessories at no cost to Client during the Pilot; (to include shipping and training) and

WHEREAS, MacKay has agreed to provide access and use of Sentinel™ Meter Management System (“Sentinel”) and MacKay’s payment gateway for the Pilot at the costs set out herein; and

WHEREAS, the Client has the option to purchase the mkBeacons and execute MacKay’s Gateway / Hosting / Notification Service Agreement provided in Appendix G.

NOW THEREFORE, in consideration of the premises, covenants and agreements contained herein, the parties hereto agree as follows:

1. **Definitions:** Where any word or phrase defined below, or a pronoun used in place thereof, is used in any part of this Agreement, it shall have the meaning herein set forth:

Agreement: This document and the following appendices together with any future amendments:

- Appendix A – MacKay Deliverables
- Appendix B – Client Deliverables
- Appendix C – Implementation and Deployment Schedule
- Appendix D – License
- Appendix E – Warranty
- Appendix F – Costs, Fees and Payment Terms and Conditions
- Appendix G – Gateway / Hosting / Notification Service Agreement

Deliverables: Those items described and itemized in Appendix A, which items MacKay commits to provide to Client and those items described and itemized in Appendix B which Client agrees to do and/or provide to MacKay as specified.

Implementation and Deployment Schedule: The document that identifies scheduled tasks, work, and dates, attached and incorporated by reference herein as Appendix C.

Pilot Period: The period of time during which the Pilot will be carried out, starting when the mkBeacons are installed and commissioned and terminating one hundred twenty (120) calendar days thereafter.

Work: All equipment, labor, materials, supplies, software and hardware, forming part of the mkBeacon™ meter (“mkBeacon”), and Sentinel™ Meter Management System (“Sentinel”) to be provided by MacKay to fulfill its obligations under this Agreement, including the MacKay Deliverables, as set out in Appendix A but does not include Client’s Deliverables and others’ work.

2. **Payment:** In consideration for the Work provided under this Agreement and for the rights and licenses related to the Work granted hereunder to Client, Client shall pay MacKay the amounts as set out in Appendix F and in accordance with the terms and conditions therein.
3. **MacKay’s Duties.** MacKay shall be responsible for providing the following:
 - A. MacKay shall designate a Project Manager who shall have authority to administer and ensure performance of MacKay’s duties and responsibilities under this Agreement.
 - B. MacKay agrees to provide the Work, including the Deliverables as required in Appendix A, at the prices as set out in Appendix F and as required by the Implementation and Deployment Schedule as set out in Appendix C.
 - C. If required, assist the Client with installation of the meters.
 - D. MacKay will provide a license to the Client for Client’s use of any such MacKay Deliverable during the term of the Agreement. MacKay’s license is set out in Appendix D.
 - E. MacKay will provide a warranty to the Client for Client’s use of any such MacKay Deliverable during the term of the Agreement. MacKay’s warranty is set out in Appendix E.
 - F. MacKay will meet with Client on a regular mutually agreed to basis, by conference call and on-site meetings, the latter when deemed necessary, in order to review the progress and results of the Pilot including but not limited to the performance of the mkBeacons and Sentinel™ Meter Management System.

4. **Client's Duties.** Client shall be responsible for providing the following:
- a) Client shall designate a Project Manager who shall have authority to administer and ensure performance of Client's duties and responsibilities under this Agreement.
 - b) Provide the Client Deliverables in accordance with Appendix B and as required by the Implementation and Deployment Schedule as set out in Appendix C.
 - c) Install the meters.
 - d) Remit payment to MacKay as outlined in Appendix F.
 - e) Perform first line meter maintenance, including clearing of coin jams, card reader jams, and other such routine meter maintenance.
 - f) Actively communicate any issues to MacKay, in order for MacKay to respond appropriately to reach a resolution.
 - g) Provide current meter details to MacKay in order to make a proper comparison between current meter operations and performance with the mkBeacons. Data should include, but is not limited to, revenue data, paid occupancy data, meter uptime.
5. **Term.** The term of this Agreement shall commence on the Effective Date and shall tentatively terminate , 120 days after start of Pilot. Either party may terminate the Agreement by giving the other party fifty (15) business days' written notice.

6. **Notice.** All notices, requests, demands shall be personally delivered or given by certified mail, return receipt requested, electronic data, (E-mail) to the following addresses:

As to Client: City of Grand Junction
Attn: Kyle Coltrinari – General Services Manager
333 West Avenue, Building C
Grand Junction, CO 81501

As to MacKay: MacKay Meters, Inc.
1342 Abercrombie, Road,
New Glasgow, Nova Scotia,
Canada, B2H 5C6
Attn: James MacKay

7. **Assignment.** MacKay shall not, without prior written consent of Client, assign any portion of its interest under this Agreement.
8. **Independent Contractor.** MacKay shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the Work under this Agreement. MacKay is liable for the acts and omissions of itself, its employees and its agents. Nothing in this Agreement shall be construed as creating an employment or agency relationship between Client and MacKay.
9. **Client's Data.** Any data or other materials furnished by Client for use by MacKay under this Agreement shall remain the sole property of Client and will be held in confidence in accordance with this Agreement.
10. **Confidential Information.**
- a) Client and MacKay understand and agree that, in the performance of the Work under this Agreement or in contemplation thereof, MacKay or Client may have access to private or confidential information which may be owned by the other party and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the party that owns the information. Client and MacKay agree that all such information disclosed by one party to the other shall be held in confidence and used only in the performance of the Agreement and shall not be divulged in any form to any third party either during or after the Term of the Agreement unless prior written consent to such disclosure is obtained from the relevant party. The party receiving the confidential information shall exercise the same standard of care to protect such information as that party would reasonably and prudently use to protect its own proprietary information. Each party shall consider all such information provided to it by the other party as confidential, except if disclosure is required by law or any other public records disclosure requirement. Each party undertakes to make best efforts to ensure that its employees are made aware prior to the disclosure of any of the other party's confidential information that the same is confidential to the other party.
- b) In the event of a governmental order, such as court order, subpoena, or other governmental directive, directing disclosure of information owned or controlled by the other party, the party shall as soon as practicable notify the other party and provide a copy of the relevant governmental order, if legally permissible.

- c) Furthermore, the party receiving confidential information from the other party agrees not to disclose or produce such information for any purpose, including in response to a subpoena or other court or governmental order, without giving the disclosing party ten (10) days' written notice and an opportunity to object to the disclosure or production of any information of a possible trade secret, or of proprietary or confidential nature.
- d) The confidentiality provisions of this Section shall not apply to any information that is within the public domain before the Effective Date of this Agreement, that enters the public domain on or after the Effective Date of this Agreement without any wrongful disclosure by the receiving party to this Agreement, or that the receiving party creates for itself independently of the confidential information it receives from the disclosing party under this Agreement.
- e) These obligations of confidentiality shall survive the termination of the Agreement.

11. Indemnification and General Liability

If notified promptly in writing of any action or claim brought against Client, MacKay shall indemnify and save harmless Client and its officers, agents and employees from and, if requested, shall defend them against any and all loss, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of MacKay or loss of or damage to property, resulting directly or indirectly from MacKay's performance of this Agreement, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement, and except where such loss, damage, injury, liability or claim is the result of negligence or willful misconduct of Client.

12. General Provisions

- a) **Authorization.** Each party warrants to the other party that the individuals executing this Agreement are authorized to do so.
- b) **Binding Agreement.** This Agreement shall be binding upon the parties, their partners, successors, assigns and legal representatives and shall inure to the benefit of the parties hereto.
- c) **Non-Waiver of Rights.** The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.
- d) **Governing Law, Jurisdiction and Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of Colorado. MacKay consents and submits to the exclusive jurisdiction of the state and federal courts of Colorado and waives any objection based on venue or forum non conveniens with respect to any action instituted in the State of Colorado arising under this Agreement
- e) **Construction.** All paragraph captions are for reference only and shall not be considered in construing this Agreement.

- f) **Severability.** Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then the validity of other provisions of this Agreement shall not be affected or impaired thereby, and such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.
- g) **Force Majeure.** Each party shall be excused from performance of its obligations under the Agreement to the extent such performance (except the making of undisputed payments already due and owing in accordance with any applicable provisions of this Agreement) is prevented, restricted or interfered with by reason of fire, flood, earthquake, explosion or other casualty or accident, strikes or labor disputes, unavailability of materials, war, act of terrorism or other violence, any law, order, proclamation, regulation, ordinance, demand or requirement of any government agency (except on the part of Client) or any other act beyond the control of the affected party. The party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, restriction or interference, provided, however, that the party so affected shall take all reasonable steps to avoid or remove such cause of nonperformance and shall resume performance hereunder with dispatch whenever such causes are removed.
- h) **Survival Period.** Any provision of this Agreement that imposes an obligation following the termination or expiration of this Agreement will survive the termination or expiration and will continue to be binding upon the parties to this Agreement.
- i) **Amendments.** This Agreement may not be amended, nor may compliance with any of its terms be waived, except by written instrument executed by both parties to this Agreement.
- j) **Entire Agreement.** The attached Appendices shall be construed as integral parts of this Agreement. This contract sets forth the entire Agreement between the parties and supersedes all other oral or written provisions. If any provision of this Agreement is held to be unenforceable, this Agreement shall be construed without such provision.
- k) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute but one agreement.

IN WITNESS WHEREOF the parties hereto have agreed to the provisions of this Agreement as indicated by the signature of their duly authorized representatives below.

City of Grand Junction

By: DocuSigned by:
Duane Hoff Jr.
9F789E7D50F14BC...
Name: Duane Hoff Jr.
Title: Contract Administrator
Date: 3/13/2023

Mackay Meters, Inc.

By: DocuSigned by:
James Mackay, President - Mackay Meters, Inc.
AF12CF712092463...
Name: James Mackay, President - Mackay Meters, Inc.
Title: V.P. Sales
Date: 3/14/2023

APPENDIX A MACKAY DELIVERABLES

The Deliverables, forming part of the Work, to be provided by MacKay, to Client, in accordance with the Agreement for the Pilot are as follows:

1. Equipment, materials, supplies, software and hardware forming part of the mkBeacon™ meter (mkBeacon) to be delivered in the following quantities:

	Quantity
1. Parking meter mechanism, mkBeacon one-space meter (including MacKay's proprietary firmware resident on the mkBeacon one-space meter (and 1 battery pack, uninstalled for each)	7
2. Parking meter mechanism, mkBeacon two-space meter (including MacKay's proprietary firmware resident on the mkBeacon two-space meter (and 1 battery pack, uninstalled for each)	23

2. Access to MacKay's Sentinel™ Meter Management System software

MacKay will supply access to MacKay's web-based Sentinel™ Meter Management System (Sentinel) which supports our mkBeacon meters. The following functionality will be provided for the Pilot.

1. Inventory Management:

Through a customizable user-friendly interface, Sentinel has the ability to manage metering information, including but not limited to:

1.) Current Health; 2.) Geographic Location; 3.) Routes; 4.) Rate and other profiles; 5.) Revenue and Maintenance Information; and 6.) Coin, Credit Card and other forms of payment transactions.

2. Maintenance:

Sentinel allows for remote monitoring of key meter components for maintenance purposes. When an alert comes up in Sentinel that requires a maintenance ticket (a visit from a maintenance person to correct the alert), a maintenance ticket is automatically generated by Sentinel. Also, the administrator or manager level users have the ability to create a ticket for general maintenance or low level alerts. The maintenance ticket is then sent by email or text message to the maintenance person for execution. Once a maintenance ticket is opened on Sentinel it can be viewed from the "View Maintenance Tickets" application as well as from the maintenance history of a particular meter. Tickets that are automatically generated by Sentinel for repair tasks will be automatically closed when Sentinel detects that the meters are performing properly again. The Maintenance module has the ability to manage resource or field crews. Crew information is tracked along with the ability to assign Maintenance Tickets to the field crews.

3. Report Module (Revenue and Maintenance):
Sentinel provides a listing of default reports that can be accessed from the individual meter through to the route/zone. These default reports cover transactional, maintenance, alert history, meter status and audit information. Additionally, these reports can be refined and filtered based on a set of user configurable filter criteria and exported to .cvs, .pdf and .xml. Finally, a set of widgets is displayed on the main dashboard that provides a high level overview of the reports noted above.
4. Revenue Collection Audit for Coins and Credit Cards:
Sentinel provides complete history of audit, coins, and credit card logging information. This information is available at the individual meter and route/zone level.
5. System Administration:
Sentinel provides System Administration capabilities to identified users of the system. With this permission, users are able to manage other users of the system and manage access to content. Additionally, as an Administrator of Sentinel certain system functionality is available including Display Editing Capabilities, Rate/Tariff management, Alert Code Management, Report Configuration, Data Configuration.

3. Additional items of Work

1. Training:
MacKay will provide up to eight (8) hours of training by video/telephone conferencing to Client designated employees on the normal operational use of the Work delivered to Client.
2. Support:
Mr. Jim Taylor, Project Manager, and other MacKay staff, will be available by phone and email support during the Installation Week to assist with installation and commissioning efforts, at no cost to Client. Mr. Taylor and/or Mr. Daniel Benoit, Customer Service Manager will be Client's first point of contact for any phone and email support for the duration of the Pilot, at no cost to Client.
3. Warranty:
MacKay will provide warranty service as per Appendix E of this Agreement.

APPENDIX B CLIENT DELIVERABLES

The Implementation and Deployment Schedule is subject to timely performance, delivery or receipt of the following Client Deliverables. The Client will provide the following Deliverables in accordance with the Agreement for the Pilot as follows:

Prior to On-Site Installation

1. Client will ensure that Merchant account set-up for credit card clearance is initiated.
2. The following information is provided to MacKay prior to the delivery of the Work to the Client:
 - i. Required information to set up credit card payment gateway account using Client's merchant account (MacKay form to be provided to Client for completion)
 - ii. All required meter display messaging, and housing messaging, if any, necessary for the commissioning of the meters;
 - iii. All required meter profiles (time, rates, blinking of LEDS, grace periods, etc.)
 - iv. All Post ID and meter profile for each post.
3. Site is identified and readied for installation of meters. If necessary, posts are straightened and adjusted to meet ADA requirements both before installation and after decommissioning/removal.
4. All required street signage messaging for the commissioning of the meters. If required, procurement of any required street and/or parking lot signage. Installation of any required street and/or parking lot signage or space markings.
5. City will be responsible for any extra decal that they use (Zone, Meter Number, Pay by Phone, etc).

During On-Site Installation

1. Client will have designated staff ready for the pre-installation inspection/test of meter equipment.
2. Client will store all shipping materials and hardware used for the delivery of the mkBeacons,.
3. Client will remove and store old meter mechanisms.
4. Client will install the mkBeacons.
5. Client will provide a suitable location to staff with access to the mkBeacons for any video/telephone conferencing training to be provided by MacKay.
6. Client will have designated staff ready for any eventual scheduled training sessions provided by MacKay including meter training to Parking Control Officers ("PCOs), maintenance staff and meter management system ("Sentinel") training to PCOs, maintenance and finance/management staff.

On Completion of the Pilot

1. Client will have designated staff ready for the removal of the mkBeacons.
2. Client will deliver the mkBeacons back to Client meter shop.
3. The Client will install Client's old meter mechanisms
4. Client will ensure that the meter site is left safe and free from debris.
5. Client will repack the mkBeacons and ship to MacKay.

APPENDIX C IMPLEMENTATION AND DEPLOYMENT SCHEDULE

All products will be delivered to a Client designated location. Delivery is subject to timely delivery or receipt of the Client Deliverables as set out in Appendix B.

Implementation Schedule

Below is a typical description of the process for deploying the mkBeacons and Sentinel™ Meter Management System over a two (2) to three (3) day period, including some approximate timelines.

Deployment Schedule mkBeacon Meters:

Process Steps. (Name) indicates party responsible for this Step.	Approximate Time Taken During Installation Week	Day
• Pre-installation inspection/test of meter equipment. (Client)	1-4 hrs.	1
• Ensure rate and display configuration matches requirements of each location. (Client)	2 hrs.	1
• Carry out mkBeacon training to PCOs and maintenance groups by video/telephone conferencing. (MacKay)	Up to 4 hrs.	2
• Remove old meters and caps. (Client)	3 minutes per housing	3
• Install new meters and do operational test of each payment type (coin, credit card). (Client)	3 minutes per housing	3
• Confirm each meter install is detected on Sentinel™ Meter Management System. (Client)	2 minutes per housing	3
• Installation of any required street and/or parking lot signage or space markings. (Client)		3
• Carry out meter management system training to Client staff, PCOs, maintenance and finance/management groups by video/telephone conferencing. (MacKay)	Up to 4hrs	3

APPENDIX D LICENSE AGREEMENT

1. Grant of License

MackKay does hereby grant to the Client a non-exclusive, revocable, non-transferable, fully paid, royalty-free license during the term of the Agreement to use the following software of MackKay in connection with the Client's operation and maintenance of:

- mkBeacon™ meter with credit card payment;
- Sentinel™ Meter Management System; and

including any bug fixes and error corrections to the foregoing software carried out by MackKay (collectively hereinafter referred to as the "Software").

2. Copyright

The Software is owned by MackKay and is protected by copyright laws, international treaty provisions and all other applicable laws. The Software is licensed and not sold. The right to use, access or view the software source code is hereby expressly not granted to the Client.

3. Other Restrictions

The Client may not sell, rent or lease the Software. The Client shall not reverse engineer, decompile, disassemble, alter, modify, assign, or adapt the Software including but not limited to translating, decompiling, and disassembly or creating derivative works. This license and the Client's right to use the Software will automatically terminate if the Client fails to comply with any provision of this License Agreement.

4. Consequential Damages

MackKay shall not be liable for any indirect or consequential damages (including without limitation, damages for loss for business profits, business interruption, loss of business information, or other pecuniary loss) arising out of the use of or inability to use the Software even if MackKay has been advised of the possibility of such damages. MackKay will not be liable for any such damages claimed by Client based on any third-party claim.

5. Ownership

Ownership of the Software is retained by MackKay. This License specifically excludes software, not owned but supplied by MackKay, as it is licensed by its respective owner(s).

APPENDIX E WARRANTY

MacKay warrants to Client that the following goods supplied by MacKay shall be free from defects in materials and/or workmanship for the term of the Agreement ("warranty period"):

- mkBeacon™ meter with credit card payment;
- Software, including MacKay's proprietary firmware resident on the mkBeacon™ meter, and MacKay's web-based Sentinel™ Meter Management System (Sentinel) which supports our mkBeacon meters.

(collectively hereafter called the "Work")

1. MacKay warrants that the Work will be free and clear from all liens and encumbrances.
2. No charges shall be made for warranty work required within the warranty period defined above.
3. MacKay will repair, adjust or replace all defective Work.
4. Should repair become necessary during the warranty period, Client will deliver the Work to MacKay, in accordance with MacKay's normal, return instructions, to the MacKay service centre at 1342 Abercrombie Road, Pictou County, Nova Scotia, Canada, B2H 5C6 or elsewhere as determined by MacKay (the "MacKay Service Centre"),
5. **THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS WARRANTIES AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OF PURPOSE, WHICH ARE SPECIFICALLY EXCLUDED.**
6. **CLIENT ACKNOWLEDGES THAT ANY MODIFICATION NOT IN REASONABLE ACCORDANCE WITH MACKAY'S DIRECTIONS OR PERFORMED BY OTHERS IN SUCH MANNER TO AFFECT THE WORK MATERIALLY AND ADVERSELY MAY VOID THIS WARRANTY. PRIOR TO ANY MODIFICATION TO THE WORK, CLIENT SHALL NOTIFY MACKAY IN WRITING. MACKAY SHALL RESPOND IN WRITING WITHIN THREE (3) BUSINESS DAYS DESCRIBING HOW CLIENT'S MODIFICATION WILL AFFECT THE WARRANTY.**
7. **THIS WARRANTY DOES NOT COVER DAMAGES, DEFECTS OR FAILURES CAUSED BY OR DUE TO ACCIDENT, IMPROPER HANDLING OR OPERATION, USE OF THE WORK FOR EXPERIMENTAL PURPOSES, NATURAL DISASTER (INCLUDING EARTHQUAKE), ACTS OF TERRORISM, VANDALISM, GRAFFITI AND NEGLIGENCE OF ROUTINE MAINTENANCE AS INSTRUCTED BY MACKAY, FROM TIME TO TIME**
8. **THE CUSTOMER IS RESPONSIBLE FOR THE SECURITY OF ITS PARKING SYSTEM INCLUDING HARDWARE AND SOFTWARE. THE CUSTOMER HAS BEEN MADE AWARE BY MACKAY OF THE TYPES OF THEFT AND FRAUD WHICH MAY OCCUR. THE CUSTOMER ACKNOWLEDGES AND AGREES THAT MACKAY IS NOT RESPONSIBLE IN WARRANTY OR IN CONTRACT FOR ANY REPAIR, REPLACEMENT OR DAMAGES OF ANY SORT CAUSED BY FRAUD AND/OR THEFT OR ILLEGAL MEANS.**

9. **NO EMPLOYEE OR REPRESENTATIVE OF MACKAY, ITS AGENTS, SERVANTS, CONTRACTORS AND SUBCONTRACTORS IS AUTHORIZED TO CHANGE THIS WARRANTY IN ANY WAY OR GRANT ANY OTHER WARRANTY UNLESS IN WRITING AND SIGNED BY A MACKAY OFFICER.**
10. Software and computer-related firmware excepted all items covered under warranty will be repaired, adjusted or replaced under warranty within 10 days of the day that the item was received by MacKay.
11. This section will apply after trial.

**APPENDIX F
COSTS, FEES AND PAYMENT TERMS AND CONDITIONS**

Costs and Fees

MackKay Deliverables, as set out in Appendix A, will be provided to the Client during the Pilot Period at no cost to the Client. An additional thirty (30) day period is allowed for the commissioning and decommissioning of the meters. If the city does not purchase the meters, they have 30 days to have the meters return to MacKay.

During the Pilot Period, and any extensions thereof, the Client will pay the following Fees, for Item 2 of the MacKay Deliverables, as set out in Appendix A, to MacKay in accordance with the payment terms set out below:

1. Access and use of Sentinel™ Meter Management System and MacKay's payment gateway, per mkBeacon one-space meter per month \$ 0.00 (waived)
2. Per credit card transaction fee Included in combined \$ 0.00 (above)

3. Access and use of Sentinel™ Meter Management System and MacKay's payment gateway, per mkBeacon two-space meter per month \$ 0.00 (waived)
4. Per credit card transaction fee Included in combined \$ 0.00 (above)

5. Merchant ID set up fee for payment gateway \$ 0.00 (waived)
6. Shipping of parking equipment to Client \$ 0.00 (waived)
7. Shipping of parking equipment returned to MacKay \$ 0.00 (waived)

Payment Terms and Conditions:

Payment shall be made to MacKay as follows:

Mackay will invoice Client at the end of each month during the Pilot Period, and any extensions thereof, for all applicable costs and fees as outlined above. Invoices shall be sent to Client only in electronic format.

Terms of payment are net 30 days of invoice date, where invoice date is the last day of the month for which services and rentals, if any, were rendered or incurred. All payments by Client to MacKay shall be in United States Dollars and made by way of bank to bank electronic funds transfer.

All amounts are in \$USD (United States Dollars). Payment of any sales and/or use tax levied upon or as a result of the Work provided under this Agreement shall be the responsibility of Client. Prices shall remain firm during the Pilot period. Prices may be increased on the anniversary date thereafter.

**APPENDIX G
GATEWAY / HOSTING / NOTIFICATION SERVICE AGREEMENT**

The cost for gateway, communications, credit card transactions, alerts, etc. will be \$7.00 per meter per month for single space meters, and \$13.00 per meter per month for 2-bay meters.

This section will apply after trial.