



Third Amendment to Agreement

Reference is made to that certain Software License and Service Agreement (the "Agreement") dated September 1, 2016 by and between ParkX, LLC (now known as PassportParking, Inc. ("Passport")) and City of Grand Junction, CO ("Provider") (Passport and Provider are collectively referred to as the "Parties"), as amended by that certain Second Amendment to Agreement dated September 25, 2017, a copy of which is attached hereto as Exhibit A.

The Parties desire to further amend the Agreement as follows, which shall be effective as of the last date specified below the Parties' signatures:

1. In Section III. Fees, the Parties wish to specify that, with respect to the citation management platform ("CMP") and the digital permitting platform ("DPP"), Passport will serve as (a) the Merchant of Record for Transactions at the per transaction fee of 2.9% plus \$0.30, and (b) the Payment Gateway Provider at the per transaction fee of \$0.05.
2. Except as expressly amended herein, the remainder of the Agreement remains in full force and effect.

Agreed to and accepted by:

PassportParking, Inc.

By: _____

Printed Name: Khristian Gutierrez

Title: Chief Revenue Officer

Date: 12/11/2017

City of Grand Junction, CO

By: Scott Hockins

Printed Name: _____

Title: _____

Date: 12/08/2017

EXHIBIT A

Passport

Second Amendment to Agreement

Reference is made to that certain Software License and Service Agreement (the “Agreement”) dated September 1, 2016 by and between ParkX, LLC (now known as PassportParking, Inc. (“Passport”)) and City of Grand Junction, CO (“Provider”) (Passport and Provider are collectively referred to as the “Parties”), as amended by that certain First Amendment to Agreement dated September 1, 2017, a copy of which is attached hereto as Exhibit A.

The Parties desire to amend the Agreement as follows, which shall be effective as of the last date specified below the Parties’ signatures:

1. In Section II.a, the Parties wish to add a new item (xi) which states as follows: Provide a citation management platform (“CMP”), which will include the following collections support: After seven (7) days, parking citations issued by Provider will escalate in price and Passport will automatically generate and send a letter to each parking citation owner for which Passport has necessary state licensure authorization to perform a driver record lookup informing such parking violator that they have an outstanding parking citation and that the citation amount has increased; Passport will send a second letter fourteen (14) days after issuance for each citation that remains unpaid.
2. In Section II.a., the Parties wish to add a new item (xii) which states as follows: Provide a ticket notification program (“Harvester”) to inform recipients of outstanding parking citations of their obligations and allow them to pay such citations through Passport’s citation payment portal. Provider will be responsible for maintaining an updated list of all citations, including the citation issuance date, vehicle license plate number, and all available identifying information about the vehicle to which the citation was given and providing such updated list to Passport periodically as agreed by the parties. Provider acknowledges and understands that Harvester is a software platform designed to automate Provider’s collection of unpaid parking citations that pre-date the implementation of the CMP; parking citations that post-date the implementation of the CMP will be processed through the procedures associated with the CMP. All letters generated through Harvester will be addressed from Provider and Provider will prepare the language for such letters in consultation with Passport. Passport will consult with Provider to determine when and to whom to send such letters.

(remainder of page intentionally left blank)


3. In Section III. Fees, the Parties wish to add a new table at the conclusion of the Section which states as follows:

Citation Management Platform and Harvester Pricing	
Item	Price (\$)
Cost per Citation Paid (paid by Provider):	\$3.00
Cost per Collections Letter Sent:	\$1.00
Postage per Letter:	Current USPS Rate
Citation Revenue Collected after Fee Escalation & 1st Letter Sent for CMP and for Harvester (in addition to citation paid fee and online convenience fee):	25%
Cost of Enforcement Kits - Android Device (Samsung Galaxy) & Zebra iMZ320 Bluetooth Printer (per kit)	\$900.00
RMCPay Online Convenience Fee (paid by citation recipient):	\$3.00

4. Except as expressly amended herein, the remainder of the Agreement remains in full force and effect.

Agreed to and accepted by:

PassportParking, Inc.

By: 
 Printed Name: Khristian Gutierrez
 Title: Chief Revenue Officer
 Date: 09/25/2017

City of Grand Junction, CO

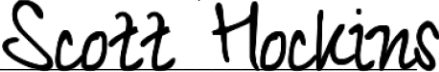
By: 
 Printed Name: Scott Hockins
 Title: Chief Generalist
 Date: 09/25/2017

EXHIBIT A

Passport

First Amendment to Agreement

Reference is made to that certain Software License and Service Agreement (the "Agreement") dated September 1, 2016 by and between ParkX, LLC (now known as PassportParking, Inc. ("Passport")) and City of Grand Junction, CO ("Provider") (Passport and Provider are collectively referred to as the "Parties"), a copy of which is attached hereto as Exhibit A.


The Parties desire to amend the Agreement as follows, which shall be effective as of the last date below:

1. In Section II.a, the Parties wish to add a new item (x) which states as follows: Provide a digital permits platform ("DPP").
2. In Section III., the Parties wish to add at the conclusion of the Section a new sentence that states: "There shall be a flat fee of \$500.00 per month for the DPP, which shall cover the first 125 active permits per month; permits in excess of 125 will be billed at a fee of \$1.00 per active permit per month."
3. Except as expressly amended herein, the remainder of the Agreement remains in full force and effect.

Agreed to and accepted by:

PassportParking, Inc.

City of Grand Junction, CO

By: 
Printed Name: Khristian Gutierrez
Title: Chief Revenue Officer
Date: 09/01/2017

By: 
Printed Name: Scott Hockins
Title: Chief Generalist
Date: 09/01/2017

EXHIBIT A

Service Agreement

This Agreement ("Agreement") is made by and between ParkX, LLC ("ParkX") and the City of Grand Junction (the "Provider"), collectively referred to as the "Parties," and is effective as signed by the City of Grand Junction, CO. Full service of the ParkX Mobile Payment Solution will be implemented after receiving all necessary parking information and scope of work for time of development. This Agreement is made by and between:

- I. This Agreement governs the Services by ParkX LLC to fully bring to market the ParkX mobile payment platform and any subsequent features that both parties may agree upon in writing ("Services"). Services also include availability of the app itself, and the scopes/ terms, and conditions contained herein.
- II. **SCOPE.** The following will define the expectations of the Services provided and responsibilities of both parties in this Agreement:
 - a. Responsibilities of ParkX to Provider:
 - i. Develop necessary zones (parking zones within the City of Grand Junction CO)
 - ii. Maintain ParkX mobile payment application
 - iii. Showcase applicable parking locations in ParkX mobile map
 - iv. Develop artwork for all necessary implementation signage/labels
 - v. Maintain all back-end database and mobile enforcement functionality
 - vi. Send parking funds and a detailed transaction report Provider bi-weekly
 - vii. Provide parking session data to Provider related to any citation disputes
 - viii. Maintain detailed and complete accounting of all transactions, which shall be available for inspection by the Provider upon request.
 - ix. Maintain the mobile application software and hardware, in continuous operation, including timely repairing problems reported by Provider
 - b. Rights and Responsibilities of Provider:
 - i. Provide a 90 (ninety) day window for any performance issues to be resolved
 - ii. Notify ParkX within 7 (seven) business days of discovery of any software and/or hardware issues discovered – including damaged signage/labels
 - iii. Purchase & implement any replacement signage that is needed
 - iv. Review and consider parking session data provided by ParkX for any citation disputes.
 - v. Notwithstanding anything in this Agreement, Provider reserves the right to utilize ParkX Services in its sole discretion, including the right to add or terminate the Services at any Provider parking facility with ninety days' notice.
- III. **FEES.**

ParkX will charge users of the ParkX application a convenience fee of \$0.35 per parking meter transaction through the application. All authorization and transaction fees associated with credit card payments will be the responsibility of ParkX. The Provider and ParkX will conduct an annual review of this fee structure and agree in writing to changes if necessary. Additional services utilizing the ParkX Mobile Payment Technology must be reviewed and approved in writing by the Provider prior to implementation.
- IV. **TERM.** The "Initial Term" of this Agreement will terminate after 1 (one) year from the installation date. Upon the expiration of the Initial Term, this Agreement shall be automatically extended for consecutive 1 (one) year renewal terms, unless either party gives the other notice of its intent to terminate this Agreement.
- V. **WORK PRODUCT OWNERSHIP.** Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively the "Work Product") substantially developed by ParkX, LLC in connection with the Provider, including the ParkX mobile payment application, will be the exclusive property of ParkX, LLC.

- VI. PRODUCT UPDATES.** Any improvements or modifications made by ParkX to the ParkX platform will be promptly provided to Provider and will be automatically subject to the terms of this Agreement. Provider may request that ParkX create new features or functionality and may pay to expedite the development of such features and functionality. Provider will gain no intellectual property rights in any requested or expedited features or functionality or any subpart thereof. If there is a conflict of terms between said improvements or modifications and this Agreement, this Agreement controls.
- VII. INDEMNIFICATION.**
- a. ParkX agrees to indemnify and hold Provider harmless from all claims, losses, expenses, fees including reasonable attorney's fees, costs and judgments actually incurred that may be asserted against Provider that results from the acts or omissions of ParkX and/or ParkX' employees, agents, or representatives.
 - b. ParkX shall use best efforts to immediately remedy any security or data breach and prevent any further security or data breach at ParkX's expense in accordance with applicable privacy rights, laws, regulations and standards. ParkX shall reimburse Provider for actual costs incurred by Provider in responding to, and mitigating damages caused by, any security or data breach, including all costs of notice and/or remediation.
- VIII. DEFAULT.** The occurrence of any of the following shall constitute a material default under this Agreement.
- a. The intentional failure to make a required payment when due or required payment that is more than 10 days overdue, after written notice from the other party;
 - b. The insolvency or bankruptcy of either party; or
 - c. The failure of either party to make available or deliver the Services in the time and manner provided for in this Agreement
- IX. REMEDIES ON DEFAULT.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due after applicable cure periods in Section VIII), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 90 (ninety) days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.
- X. FORCE MAJEURE.** If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligation gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.
- XI. ADDITIONAL PROCUREMENTS.** Provider does not object to any other parking provider owned and operated lot within the United States to purchase, a similar mobile payment solution from ParkX at the same price and under the same conditions agreed upon in this Agreement between the Parties Each parking provider will execute its own contract with ParkX for its requirements, funding such services out of its own funding sources. Provider shall not incur any financial responsibility in connection with ParkX's contracting with such other parking providers for such services.
- XII. NOTICE.** Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses listed above or to such other address as one party may have furnished to the other in writing.

Provider: City of Grand Junction
Address: 250 N. 5th Street
City, State, and Zip: Grand Junction, CO 81501
Attn: Scott Hockins
Title: Project Manager

And


ParkX, LLC
7272 E Indian School Rd Suite 540
Scottsdale, AZ 85251
Attn: Ross Shanken
Title: CEO

The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.

- XIII. AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and signed by both parties.
- XIV. SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- XV. WAIVER OF RIGHTS.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement
- XVI. APPLICABLE LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Colorado. Venue for any disputes under this Agreement shall be in the District Court in Mesa County, Colorado.
- XVII.** This Agreement shall not be construed to constitute a waiver of Provider's sovereign or governmental immunity, in whole or in ParkX

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EXECUTED by the PARTIES, both of which hereby represent that the signatures to this AGREEMENT, below, are of those persons with the capacity and authority to legally bind the PARTIES.

By: 

9 / 1 / 2016

Date

Name: Scott Hockins

Provider: City of Grand Junction



9 / 1 / 2016

Date

Ross Shanken

ParkX, LLC

TITLE Passport Agreement via Phil Endres
FILE NAME Grand Junction, CO - First Amendment.pdf
DOCUMENT ID 9e1aba19ddf627b1f073b704fdc7cf7b09188a77
STATUS ● Completed

Document History



SENT

08/25/2017
15:57:05 UTC

Sent for signature to Scott Hockins (scoth@gjcity.org) and Khristian Gutierrez (khristian.gutierrez@passportinc.com)
IP: 108.169.140.130



VIEWED

08/25/2017
15:57:33 UTC

Viewed by Scott Hockins (scoth@gjcity.org)
IP: 72.174.108.83



SIGNED

09/01/2017
15:15:10 UTC

Signed by Scott Hockins (scoth@gjcity.org)
IP: 198.204.116.131



VIEWED

09/01/2017
17:46:31 UTC

Viewed by Khristian Gutierrez (khristian.gutierrez@passportinc.com)
IP: 108.169.140.130



SIGNED

09/01/2017
17:46:46 UTC

Signed by Khristian Gutierrez (khristian.gutierrez@passportinc.com)
IP: 108.169.140.130









COMPLETED

09/01/2017
17:46:46 UTC

The document has been completed.







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FILE NAME	Grand Junction, C...ond Amendment.pdf
DOCUMENT ID	2d3cda07f180a820bffb9b3565045dcaa55449f
STATUS	● Completed

Document History

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 SIGNED	09/25/2017 15:00:51 UTC	Signed by Scott Hockins (scotth@gjcity.org) IP: 72.174.108.83
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 SIGNED	09/25/2017 16:28:31 UTC	Signed by Khristian Gutierrez (khristian.gutierrez@passportinc.com) IP: 108.169.140.130
 COMPLETED	09/25/2017 16:28:31 UTC	The document has been completed.

TITLE	Passport - City of Grand Junction Third Amendment via Phil...
FILE NAME	City of Grand Jun...rd Amendment).pdf
DOCUMENT ID	057f51a39b8dd5701f53387623c9accefd523ae8
STATUS	● Completed

Document History

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 VIEWED	12/08/2017 14:58:03 UTC	Viewed by Scott Hockins (scotth@gjcity.org) IP: 72.174.108.83
 SIGNED	12/08/2017 15:13:56 UTC	Signed by Scott Hockins (scotth@gjcity.org) IP: 72.174.108.83
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 COMPLETED	12/11/2017 15:18:57 UTC	The document has been completed.

Service Agreement

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 - b. **Rights and Responsibilities of Provider:**
 - i. Provide a 90 (ninety) day window for any performance issues to be resolved
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 - iv. Review and consider parking session data provided by ParkX for any citation disputes.
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- VII. INDEMNIFICATION.**
- a. ParkX agrees to indemnify and hold Provider harmless from all claims, losses, expenses, fees including reasonable attorney's fees, costs and judgments actually incurred that may be asserted against Provider that results from the acts or omissions of ParkX and/or ParkX' employees, agents, or representatives.
 - b. ParkX shall use best efforts to immediately remedy any security or data breach and prevent any further security or data breach at ParkX's expense in accordance with applicable privacy rights, laws, regulations and standards. ParkX shall reimburse Provider for actual costs incurred by Provider in responding to, and mitigating damages caused by, any security or data breach, including all costs of notice and/or remediation.
- VIII. DEFAULT.** The occurrence of any of the following shall constitute a material default under this Agreement.
- a. The intentional failure to make a required payment when due or required payment that is more than 10 days overdue, after written notice from the other party;
 - b. The insolvency or bankruptcy of either party; or
 - c. The failure of either party to make available or deliver the Services in the time and manner provided for in this Agreement
- IX. REMEDIES ON DEFAULT.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due after applicable cure periods in Section VIII), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 90 (ninety) days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.
- X. FORCE MAJEURE.** If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligation gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.
- XI. ADDITIONAL PROCUREMENTS.** Provider does not object to any other parking provider owned and operated lot within the United States to purchase, a similar mobile payment solution from ParkX at the same price and under the same conditions agreed upon in this Agreement between the Parties Each parking provider will execute its own contract with ParkX for its requirements, funding such services out of its own funding sources. Provider shall not incur any financial responsibility in connection with ParkX's contracting with such other parking providers for such services.
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Provider: City of Grand Junction
Address: 250 N. 5th Street
City, State, and Zip: Grand Junction, CO 81501
Attn: Scott Hockins
Title: Project Manager

And


ParkX, LLC
7272 E Indian School Rd Suite 540
Scottsdale, AZ 85251
Attn: Ross Shanken
Title: CEO

The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.

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- XVI. APPLICABLE LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Colorado. Venue for any disputes under this Agreement shall be in the District Court in Mesa County, Colorado.
- XVII.** This Agreement shall not be construed to constitute a waiver of Provider's sovereign or governmental immunity, in whole or in ParkX

[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK]

EXECUTED by the PARTIES, both of which hereby represent that the signatures to this AGREEMENT, below, are of those persons with the capacity and authority to legally bind the PARTIES.

By: 
Name: Scott Hockins
Provider: City of Grand Junction

9 / 1 / 2016
Date


Ross Shanken
ParkX, LLC


9 / 1 / 2016
Date



Passport

Paperless Validation with PassportParking


For local merchants Grand Junction, CO




Passport Mobile Pay

With the launch of Passport, customers in Grand Junction will now be able to pay for parking from their mobile phones.

How It Works:
Parking customers can register and pay in any one of two easy methods:




Mobile App




Mobile Website


After registering, paying for parking is as easy as:



Enter Zone Number




Enter Space Number




Enter Amount of Time

There are no convenience fees for using the service. Usual parking fees still apply.



Benefits for Parking Customers

- \$ Skip the Parking Meter**
Parking customers no longer have to worry about finding cash for parking or standing in the rain feeding the meter.
- O Extend Parking Sessions from Anywhere**
There's no need to return to the meter. Parking customers can simply extend their parking session using the app or website
- i Receive Reminders**
Parking customers receive app notifications before their parking session expires
- Easily Track Parking Expenses & Receipts**
Using the PassportParking website, customers can keep track of all their parking transactions and print receipts




Merchant Validation

Grand Junction merchants have the opportunity to subsidize parking payments through Passport's electronic validation system to increase awareness of and foot traffic to your business.

How It Works:

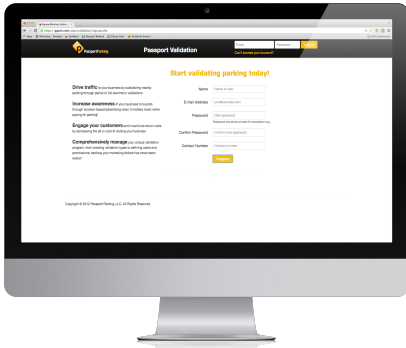
1. Merchants load a balance on the validation account management site
2. Merchants then issue 5-digit validation codes for "up to \$x.xx off of the parking fee" to the customer
3. Customer enters the 5-digit code to receive discount
4. Validation amount then deducted from the merchant account and transferred to the City.



Account Management



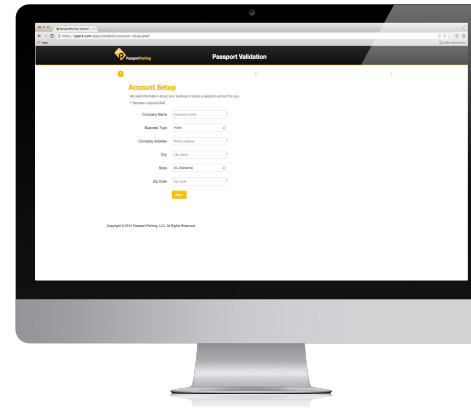
Merchants can sign up and manage their accounts at
<http://www.passportparking.com/merchants>



Here, merchants can:

- Load a balance onto the validation system
- Set automatic balance recharges
- Create validation types by name or dollar amount
- Get real-time reporting of validation activity

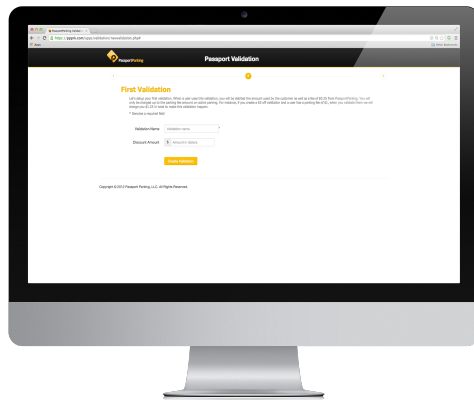
Merchant Sign-Up



Step 1: Account Setup

- Enter merchant information
 - Company Name
 - Business Type
 - Company Address

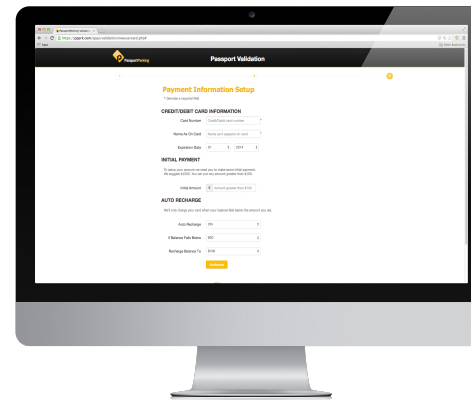
Merchant Sign-Up



Step 2: First Validation

- Set Up First Validation
 - Validation Name
 - Discount Amount

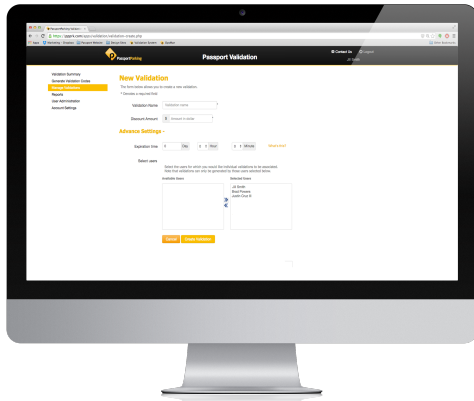
Merchant Sign-Up



Step 3: Payment Card Setup

- Enter credit/debit card where validation funds will come from
- Pre-fund the account
- Set auto re-charge
 - When balance falls below a specified limit, card is charged a specified amount

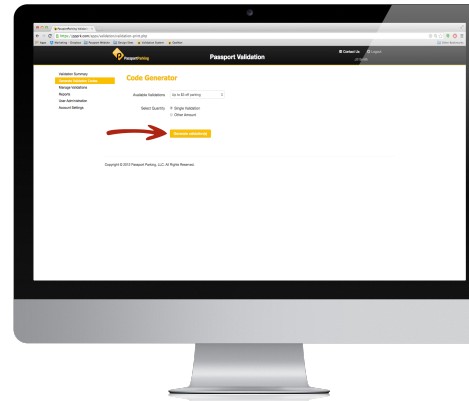
Creating Validation Types



Merchants can create new validation types in the "Manage Validations" link in the left hand menu

- Merchants can customize the amount and expiration dates for each validation type they create
- Merchants can also manage which users are allowed to generate new validation codes from the system

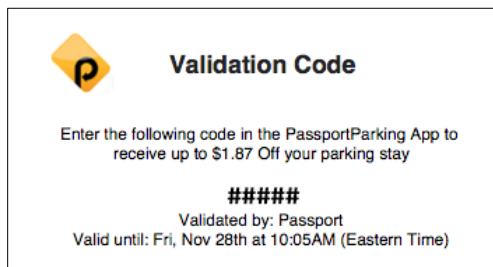
Generating Codes



Merchants can generate codes for customers under the "Generate Validation Codes" link in the left hand menu

- Merchants can choose to generate a single validation code or a specific amount (i.e. 50 validation codes)
- Codes are then exported as a PDF document to the Merchant's computer

Sample Validation Card



Sample Validation Code

Have Questions? Contact Us!



Have questions or comments on the Passport Paperless Validation system?
Let us know!

- Phone: (704) 837-8066 – Press 2 for support
- Email: support@passportparking.com