

## SECOND AMENDATORY AGREEMENT

**THIS SECOND AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **PAYBYPHONE TECHNOLOGIES INC.**, a British Columbia, Canadian corporation registered to do business in Colorado, whose address is 600-1290 Homer Street, 6th Floor, Vancouver V6B 2Y5, British Columbia, Canada ( “Contractor”), individually a “Party” and collectively the “Parties.”

**WHEREAS**, the Parties entered into an Agreement dated November 19, 2020, and an Amendatory Agreement dated April 19, 2023, to provide the City a mobile payment application for on-street parking (the “Agreement”); and

**WHEREAS**, the Parties now wish to modify the Agreement as set forth below.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and amend the Agreement as follows:

1. Effective November 1, 2025, all references to Exhibits A and A-1 in the existing Agreement shall be amended to read Exhibits A, A-1, and A-2, as applicable. Exhibit A-2 is attached and will control from November 1, 2025.

2. Subsection 10.2(a) of the Agreement, titled “Compliance and Testing,” is amended to read as follows:

“a. Compliance. Contractor shall comply with, and the Products and Services provided under this Agreement shall be in compliance with, all applicable provisions of §§ 24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established pursuant to Section § 24-85-103 (2.5), C.R.S., to the extent required by law. Contractor shall also comply with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.”

3. Section 17 of the Agreement, titled “**TERM**,” is amended to read as follows:

“17. **TERM**. The term of the Agreement (“Term”) shall commence on November 1, 2020, and expire, unless sooner terminated, on October 31, 2027. Subject to the Director’s prior written authorization, Contractor shall complete any work in progress as of the then current expiration date and the Term will extend until the work is completed or earlier terminated. The Parties agree Contractor may increase the pricing set out in **Exhibit A-2** on thirty (30) day written notice to the City, as long as such increases in aggregate do not amount to more than three percent (3%) of the annual cost of the Services.”

4. Subsection 18.4.1 of the Agreement, titled “Maximum Agreement Liability,” is amended to read as follows:

“18.4.1. Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed Two Million Five Hundred Thousand Dollars (\$2,500,000.00) (the “Maximum Agreement Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in the attached Exhibits. Any services performed beyond those in the

attached Exhibits are performed at Contractor's risk and without authorization under the Agreement.

5. Effective upon execution, a new Section 55, titled "**COMPLIANCE WITH DENVER WAGE LAWS**," is hereby added to the Agreement and shall read as follows:

"55. **COMPLIANCE WITH DENVER WAGE LAWS**. To the extent applicable to Contractor's provision of Services hereunder, Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, Contractor expressly acknowledges that Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein."

6. Except as amended here, the Agreement is affirmed and ratified in each and every particular.

7. This Second Amendatory Agreement is not effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

8. The following attached exhibits are hereby incorporated into and made a material part of this Agreement: Exhibit A-2, Scope of Work.

**REMAINDER OF PAGE INTENTIONALLY BLANK**

**Contract Control Number:**

DOTI-202579056-02 [202055581-02]

**Contractor Name:**

PayByPhone Technologies Inc.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at  
Denver, Colorado as of:

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

---

---

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

---

---

By:

---

**Contract Control Number:**  
**Contractor Name:**

DOTI-202579056-02 [202055581-02]  
PayByPhone Technologies Inc.

By: \_\_\_\_\_

Signed by:

*Nick Hamill*

3BE772FFB4CE433...

Name: \_\_\_\_\_

Nick Hamill

(please print)

Title: \_\_\_\_\_

CFO

(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_

(please print)

Title: \_\_\_\_\_

(please print)

**Exhibit A-2**

**City and County of Denver**

**Statement  
of Work for  
Mobile Parking Payment Applications (MPPA)**

## Table of Contents

Section I: Overview .....	1
Section II: Resources .....	1
Section III: High-Level Project Plan .....	3
Section IV: Requirements .....	5
Section V: Training .....	5
Section VI: Quality Assurance .....	6
Section VII: Compliance .....	7
Section VIII: Transition Requirements.....	7
Section IX: Price .....	9
Section XI: Service Level Agreement.....	13
Section XII Maintenance and Continuous Improvement .....	18

## **Section I: Overview**

Hereinafter, “The City and County of Denver” will be referred to as “City”.

As part of the City’s On-Street Parking program strategy the City offers customers options to pay for parking using Mobile Parking Payment application. Customers show a preference for paying for parking using a smartphone and increasingly have come to expect this service from their municipality. The use of a Mobile Parking Payment application has increased convenience for customers and increased the efficiency of parking revenue collection. The greater parking compliance that a Mobile Parking Payment application promote also benefit the city in the form of reduced operational costs. Benefits possible through On-Street Mobile Parking Payment application include:

- Improved on-street parking experience by increasing flexibility, reliability and convenience.
- New revenue streams such as tiered pricing and payment structures, with an opportunity to introduce business programs and reward programs if they become available.
- Reduced operational costs through reduction in cash collections, reduced and streamlined enforcement and technology integration.
- Better management of the City Parking Program from insights gained through the collection of data and identification of trends from the use of a Mobile Parking Payment application.
- Increased brand image and improved citizen goodwill by adopting and offering cutting- edge technology within the City.
- Increase citizen health safety and support Public Health initiatives by providing contactless payment methods.

Mobile Payment Application Technology provide City customers the ability to pay for on-street Parking using a Mobile Payment Application. The scope of this project includes the ability for City customers to purchase and monitor their on-street parking through a Mobile Application; integrated enforcement capability; integration with existing City software systems and Third-Party systems; a continued marketing and education program to ensure adoption and use of the Mobile Payment program; revenue reconciliation and reporting; a training program for City staff; and support for both the City parking customer and City Staff.

## **Section II: Resources**

### **Vendor Resources**

Personnel Expectations: The Vendor will maintain staffing levels and continuity of personnel consistent with its obligation to perform the Services. Within three (3) days of the Contract

Execution Date, the Contractor will provide to the City prospective key personnel to fulfill the required roles along with appropriate supporting materials and credentials. The Contractor will promptly notify the City in writing of any required changes in key personnel during the term of this Agreement. The Contractor will comply with the City's reasonable requests regarding assignment and removal of personnel, but all personnel, including those assigned at the City's request, must be supervised solely, and at all times, by the Contractor.

**Personnel Performance:** If the City is dissatisfied with the performance or conduct of any Vendor personnel assigned to perform services under any Statement of Work, the City may bring the matter to the Vendor's attention and provide a description of the problem or concern in reasonable detail, and the Vendor will promptly discuss such concern with the employee and take appropriate remedial actions to coach, counsel or reassign such employee as determined by the Vendor. If such remedial actions do not remedy the City's concern within thirty (30) days, the City may require that the Vendor remove such member from the performance of Services under that Statement of Work, and the Vendor shall provide suitable prospective replacement within twenty days.

**Required Personnel:** The following Personnel have been deemed required to fully execute the services within the Statement of Work.

<b>Title</b>	<b>Name</b>	<b>Responsibilities</b>
Director, Client Success	Teresa Trussell	Responsible for project management, project administration and serves as the leading member of the Client Success team
Global Customer Service Manager	Rachel Percival	Responsible for managing the Customer Service team
Manager of Operations and Implementations	Cam Sinclair	Responsible for configuring and implementing the PayByPhone Portal with Client's data
Managing Director	Carmen Donnell	Responsible for NA Commercial team including Marketing, Sales, Account Management and Implementation
Regional Sales Director	Joni Eros	Responsible for sales for this territory
Client Success Account Manager	Robyn Alisat	Responsible for client relationship and account management



Role	Name	Contact Information
<b>Business Sponsor - DOTI</b>	Cindy Patton	cynthia.patton@denvergov.org
<b>Technology Services Sponsor</b>	Sean Greer	Sean.greer@denvergov.org
<b>Manager – DOTI</b>	Cindy Patton	cynthia.patton@denvergov.org
<b>Operational Supervisor - Meters</b>	Jesus Sierra	Jesus.sierra@denvergov.org
<b>Managers – DOTI Right of Way Enforcement</b>	Adam Petro, Nina Black	Adam.petro@denvergov.org Nina.black@denvergov.org
<b>DOTI Finance/Admin</b>	Shane O'Neill Daisy Murphy	<a href="mailto:Shane.oneill@denvergov.org">Shane.oneill@denvergov.org</a> <a href="mailto:daisy.murphy@denvergov.org">daisy.murphy@denvergov.org</a>
<b>Cash Administrator</b>	Alyssa Garrity	<a href="mailto:Alyssa.garrity@denvergov.org">Alyssa.garrity@denvergov.org</a>
<b>DOTI Analytics</b>	Tim Mogan	Timothy.mogan@denvergov.org

## City Resources

Personnel Expectations: The City will maintain staffing levels and personnel engagement consistent with its obligation to assist the Vendor in delivering Services. The City will promptly notify the Vendor of any changes in key personnel during the term of this Agreement.

The following Personnel will be available to assist in the execution of the services within the Statement of Work.

## Section III: High-Level Project Plan

**Expectation of Vendor PM:** Consultation and guidance on a successful PayByPhone Mobile Payment Service for customers. Drawing on our over 30 years of combined experience to guide the City on system and environment to continue successful mobile payments in the City. Provide answers and suggestions to resolve any roadblocks or challenges. Provide global best practices from which the City can base their decision. Provide guidance for integration to enforcement vendor and collaboration with enforcement vendor technical and local teams.

**Expectation of City PM:** Work collaboratively with PayByPhone on a successful PayByPhone Mobile Payment Service. Providing all requested data to PayByPhone in a timely manner. Taking PayByPhone's consultation and recommendations into consideration to ensure a speedy and successful project. Work within TS and DOTI project management frameworks and best practices. Provide weekly status to project stakeholders as needed. Manage all Technology Services reviews and enterprise architecture and security review processes.

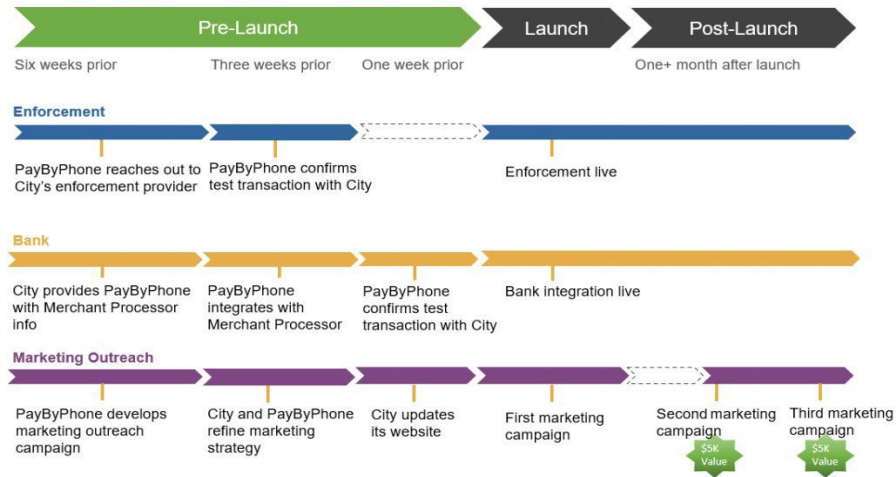
**Change Management Plan:** The Contractor and the City will develop an appropriate change

management strategy that at a minimum will:

- Identify and fully articulate the organizational changes that the initiative will bring
- Develop specific transition and communication strategies for the various stakeholder groups
- Develop strategies for mitigating and managing major barriers for implementation
- Define how changes to the SOW and agreed requirements are to be evaluated, changed and coordinated within the contract
- Work with City counterpart(s) and communication support staff

### Key Milestones

Below is a timeline **estimate of key milestone tasks associated** with implementation of the Pay-by-Phone Mobile Application with Integration to City assets:



### Key Project Management Milestones:

Task Name	Estimate
City Enterprise Architecture and Security Review Approval	30 days
City Technical Architecture Review (TAR) Approval	30 days
<b>PayByPhone Implementation Plan</b>	<b>50 days</b>
<b>Project Planning and Initiation</b>	5 days
Requirements Confirmation	<b>10 days</b>
Merchant Processor Information	1 day
Enforcement Requirements	1 day
Rates and Restrictions Requirements	5 days
Banking and Merchant Account Requirement	5 days
Define Communication/Marketing Rollout Requirements	5 days
<b>Prepare Marketing Programs</b>	<b>5 days</b>
Order signage and stickers	5 days
Website updates ready for launch	5 days
Configuration and Development	5 days
Functional Testing	5 days
<b>Customer Training (Train the Trainer)</b>	<b>5 days</b>
Finance and Accounting	5 days
Customer Service (Customer Training)	5 days
IT Staff (Train the Trainer)	5 days
Enforcement Staff (Train the Trainer)	5 days
User Acceptance Testing	0 days
<b>Soft Launch</b>	<b>0 days</b>
MILESTONE - GO / NO GO DECISION	0 days
<b>MILESTONE GO / NO GO</b>	<b>0 days</b>
System Go Live	0 days
Stabilization Period	<b>3 days</b>
Project Complete	<b>1 days</b>
Maintenance and Continuous Improvement	<b>ongoing</b>

## Section IV: Requirements

Refer to Exhibit C – Functionality Matrix

## Section V: Training

PayByPhone will provide training for the City's staff and partners, free of charge, during the service implementation phase. Additional online training will be provided according to the pricing schedule. Ongoing updates to training material are included in this price and will be provided

when changes to the provided service are made by PayByPhone to ensure the City has continued and current access to the full functionality of the system.

- PayByPhone will deliver a training outline that includes a detailed description of implementation and equipment training for the various City functions.
- PaybyPhone will cover all travel costs, when applicable
- PaybyPhone will supply and keep current hard and digital copies of all operating, training, repair and user's manuals, which includes detailed instructions for system usage.

The main training program consists of four key modules:

- PayByPhone – Core processes.
- Enforcement – parking location numbers, enforcement protocols.
- PayByPhone Portal – how it works, reporting functions, dashboards.
- Customer service – registration, payment, account management.

Module	Title	Description
1	PayByPhone Overview (how the service works)	Driver registration and payment (via all channels) Driver account management Payment card Optional settings management
2	PayByPhone Portal Reporting	Notice processing staff reporting Enforcement supervisor reporting Financial reporting
3	Customer Service	Tracing driver payments Customer registration Initiating a parking session Refunds

## Section VI: Quality Assurance

**System and Hardware Testing:** A detailed Testing Plan that includes all phases of testing. The developed system must undergo rigorous unit, system, integration, interface and user acceptance testing. All hardware and software components separately and together shall be tested, as required. All data integrations shall also be tested to ensure that the system interacts with other systems as expected. The vendor shall provide detailed test cases, as well as testing status updates and resolutions for issues identified.

## Section VII: Compliance

**Compliance Review:** The Contractor will ensure that the mobile solution continues to meet all City Policies as well as Federal, State and local laws and regulations.

- Policies Compliance: The Contractor will attest to adherence with the following City Policies annually.
  - Data Retention Policy
  - Department of Finance Cash City and County of Denver – Department of Finance Cash, Risk and Capital Funding Division Receipting Requirements for City Funds
  - ADA policy
  - Branding and UX Standards
  - Security Policy
  - Data Protocols
  - PCI Compliance
- The Contractor will support federated authentication using the SAML 2.0 protocol. This will allow the Contractor to configure single sign-on (SSO) with the City's identity provider. This migration must take place on or before June 30, 2025.

**Policies Availability:** The City will make available all applicable City policies to the Contractor.

## Section VIII: Transition Requirements

In order to implement the new Mobile Parking Payment solution, the City requires an orderly and planned transition including system configuration, data migration (where applicable, i.e. existing smart card program), rigorous testing, operational and system training and business continuity planning. The City requires a structured transition to minimize risks and eliminate any impacts to City customers. The vendor will be required to produce a detailed transition plan that shall include the following:

**Business Continuity Plan:** A Business Continuity Plan shall be created that prescribes how to conduct business and serve clients following a disruptive event, before restoration of services occurs. Finalize the Service Recovery (aka Disaster Recovery) Plan detailing a plan of action in the event operations are disrupted by events such as severe weather, fire, earthquake, malicious activity, or electric utility disruption. Plans should include provisions to update and improve these plans at least annually, or each time services or infrastructure undergoes major changes. Related activities may include IT security classification, risk assessment, and compliance evaluation.

**End of Contract Transition:** All data that the City either directly provides to the Contractor or that is generated based on the City's use and configuration of the Services ("City owned data")

shall be the property of the City. At the end of the contract term, or at any other time during the duration of the contract, as requested by the City, the Vendor shall make available to the City within seventy-two (72) hours of request, in Microsoft Excel, CSV or XML files, all City owned data.

Vendor shall preserve City access to web-based software interface for searching, filtering, and viewing all City owned data for 180 days after the termination of the contract.

At contract completion, all City owned data shall be returned to the City and destroyed by the vendor after the City has confirmed successful receipt of the data and all legal restraints are removed from PayByPhone (i.e. data retention for tax reasons). This includes clearing the data from any backup or disaster recovery system set in place by the vendor. This data cannot be sold or used after the contract expires.

At the completion of the term of the contract, inclusive of renewal period if applicable, if exercised by the City, the Vendor shall:

- Within thirty (30) days prior to contract expiration or termination, inform all system users in writing of the final date that it will process transactions in the City;
- Disconnect API feeds to City systems as indicated by the City
- As directed by the City, remove any Vendor specific markings, labels, signs, ads and handouts that may have been installed or provided pursuant to the contract and/or reimburse the City for use of its labor force to complete any removal work.

In the event the Vendor is not selected to provide the system required by the contract after the expiration of the contract, the Vendor shall provide continued access for at least twelve (12) months after the end of the term of the contract to the system's adjudication, financial, revenue reconciliation, management and any other back-office reporting functions required by the City.

## Section IX: Price

Service	Unit of Measurement (i.e. per transaction, per hour, per day)	Description		Cost
Transactions & Operations				
Mobile Payment Transaction Fee	per parking session	Tiered pricing based on transaction volume <b>Exclusive PBP.</b>	Tier 1 - Transaction Volume <1M	\$ 0.35
			Tier 2 - Transaction Volume Annually >1M to <3M	\$ 0.32
			Tier 3 - Transaction Volume Annually >3M	\$ 0.30
Transaction fee for extending time (if yes, include)	per extension of time	Tiered pricing based on transaction volume <b>Exclusive PBP.</b>	Tier 1 - Transaction Volume <1M	\$ 0.35
			Tier 2 - Transaction Volume Annually >1M to <3M	\$ 0.32
			Tier 3 - Transaction Volume Annually >3M	\$ 0.30

Data Costs	annually	Included	\$0.00
Reporting Features	annually	Included	\$0.00
Included Ongoing Marketing/Outreach	annually		Year 1 - Up to \$10,000
			Year 2 - Up to \$5,000
			Year 3 and after TBD
Marketing Artwork	hourly	Art proofs for PBP stickers, signs and other artwork	\$0
Any Other Costs, include detail	annually	Validation feature - Rights & Rates - Fee listed is based on 1 group/right	\$ 2000/group
<b>Implementation &amp; Set-up</b>			
Setup Fee	one-time fee	Included	\$ 0.00
Project Launch – Training	hourly fee	Included	\$ 0.00
Project Launch Marketing / Outreach	one-time fee	Included	\$ 0.00
Integrations with other vendor technologies including real time transmissions to paid parking technology (initial implementation)	fee per integration	Initial integrations with current active partners, T2 Systems, Conduent & IPS are included (Please note that PBP will not be responsible for any costs incurred to City and County of Denver from integration partners)	\$0.00
<b>Additional Ad Hoc Services as Needed</b>			
Configuration Updates	hourly fee	Included	N/A
Integrations with Turnstone vendor technologies including real time transmissions to paid parking technology (after initial implementation)	This pricing applies to Turnstone integration (please note that PBP will not be responsible for any costs incurred to City and County of Denver from Turnstone)		\$2500 set up fee
Integration with Passport (replacement of Conduent)	One-time fee (this includes all current and future integration updates and upgrades).	This integration will be with an existing API calling from Passport to PBP or any other industry standard	\$2,500



Integrations with other vendor technologies including real time transmissions to paid parking technology (after initial implementation)	Fee per integration	Integration fee will vary depending on the vendor and pull/push data request	\$1500-3000 set-up fee
Additional On-Site Training (on-site/remote)	hourly fee	See Professional Services	
Optional Additional Marketing	hourly fee or daily fee	Varies based on agreed upon future campaigns and tactics that are implemented (post launch year)	TBD
Any Other Costs, include detail	hourly fee	Additional locations setup after initial deployment/launch phase.	included
Merchant Processing Fee (if Contractor is the Merchant of Record)	per parking session	City and County expressed that they will be MOR	N/A
Processing fee for extending time (if yes, include)	per parking extension	PBP is not MOR	N/A
Merchant Validation	per validation	N/A	N/A

Professional Services			
Senior Architect	hourly fee	Rates for office hours/after office hours	\$250/\$315
Senior Product Manager	hourly fee	Rates for hourly services office hours/after office hours	\$250/\$315
Creative Services	hourly fee	Rates for hourly services office hours/after office hours	\$200/\$250
Project Manager	hourly fee	Rates for hourly services office hours/after office hours	\$200/\$250
Programmer / Developer	hourly fee	Rates for hourly services office hours/after office hours	\$200/\$250
Implementation Manager	hourly fee	Rates for hourly services office hours/after office hours	\$175/\$225
Consumer Adoption Strategist	hourly fee	Rates for hourly services office hours/after office hours	\$150/\$200
Application Trainer	hourly fee	Rates for hourly services office hours/after office hours	\$125/\$150
Support Agent	hourly fee	Rates for hourly services office hours/after office hours	\$125/\$150
Tester	hourly fee	Rates for hourly services office hours/after office hours	\$125/\$150

## **Section XI: Service Level Agreement**

**Definitions:** In addition to the definitions in the Agreement and the Scope of Services, the following definitions shall pertain to the terms used within this document:

"Failure" or "Fail" shall refer to functionality described under the column heading "Description of Failure" in the tables herein that is below the threshold set out in the column titled "Threshold for Service Level Credit Assessment" of said tables for a particular hardware or software.

**General Exclusions:** Service Credits shall not be imposed for the following Failures or to the extent the following are solely responsible for the Failures:

1. Unavoidable Delay.
2. Failures that are self-corrected by the PBP Service within agreed performance specifications (e.g., clock re-syncs).
3. Failures in PBP Service that occur during mutually agreed testing period of the new PBP Service software version.
4. Failures that are solely caused by the negligent actions or inactions of CITY or its contractors or subcontractors.
5. Failure by third-party providers of payment gateways, payment card processors and merchant acquirers to provide service.
6. Failure by third-party providers of electrical power, internet access or cellular communications to provide service.

**Service Credits:** As set forth in Section 9 SERVICE LEVEL AGREEMENT, of the Agreement, the Contractor acknowledges that in the event the Services, as provided in Section 14, SOFTWARE AS A SERVICE, SUPPORT AND SERVICES TO BE PERFORMED, of the Agreement are not in compliance with the performance standards set forth in Exhibit A-1, Scope of Work, the City will suffer actual damages, and there will be a loss of benefit to the public, and that the exact amount of such damage will be extremely difficult or impractical to fix. The City and Contractor agree that the amounts described as service credits in this Agreement are not penalties but represent a fair and reasonable estimate of the damages that the CITY will incur by reason of Contractor's failure to perform and are fair compensation to City for its losses. Failure by the City to impose credit assessments for specified violations will be a waiver of the right to enforce this Section, nor will it constitute a waiver of any other right of the City under this Agreement.

The City may deduct a sum representing the service credits assessed from any money due to Contractor under this Agreement. Should an assessment take place, the CITY will send written notification to the Contractor for its information. Service credits within a given month shall not exceed 35 percent of the monthly PBP Service Fees paid to the Contractor.

Excess service credits (over the monthly cap) will be carried over to the following month.

If two or more Failures are determined for a particular event, Contractor will be charged only for the Failure with the highest assessment.

Where, under the provisions below, CITY is required to issue a written warning to Contractor prior to assessment of service credits, Contractor's obligation to repair, replace, correct, adjust, or modify a Failure shall not commence until the date CITY issues such written warning, which written warning shall include a reasonable description of the nature of the Failure as known to CITY at the time.

Any extensions to the cure period must be authorized by the CITY in writing.

Where, under the provisions below, CITY is not required to issue a written warning to Contractor prior to assessment of service credit, CITY, as soon as practicable after the failure, will send a written notice of assessment to Contractor, setting forth a reasonable description of the nature of the failure, as known to CITY at the time, and the amount of the assessment.

#	Description of Failure	Threshold for Service Credit	Potential Assessment
1	PBP Service is not available (e.g. IVR system not available, smart phone application not working, mobile web is not available for payment, credit card processing is not working).	PBP Service is not available for a continuous period of 15 minutes or more during Operating Hours. Each such instance shall constitute an incident.	No warning will be issued prior to assessment of service credits for this Failure. The Contractor may be assessed a service credit of \$500 per Day.
2	Contractor Fails to deliver Weekly or Monthly Reconciliation Reports.	Contractor fails to deliver any single Weekly or Monthly Reconciliation file. Each Failure to deliver a single report shall constitute a separate incident.	The CITY will issue a written warning to the Contractor prior to assessment of a service credit. The Contractor shall cure the Failure within 72 hours thereafter. If the Failure is not cured within the allotted time frame, the Contractor may be assessed a service credit of \$100 per incident until the Failure is cured.

3	PBP System Fails to comply with minimum parking time purchase requirements instituted by CITY.	PBP System fails to provide such functionality for more than 0.1% of transactions for which it is required.	The CITY will issue a written warning to the Contractor prior to assessment of a service credit. The Contractor shall cure the Failure within 48 hours. If the Failure is not cured within the allotted time frame, the Contractor may be assessed a service credit of \$100 per Day until the Failure is cured.
4	PBP System Fails to provide parking payment confirmation to the Customer and CITY.	PBP System fails to provide such functionality for any transaction for which it is required.	The CITY will issue a written warning to the Contractor prior to assessment of a service credit. The Contractor shall cure the Failure within 48 hours. If the Failure is not cured within the allotted time frame, the Contractor may be assessed a service credit of \$100 per Day until the Failure is cured.
5	PBP System Fails to charge the customer and provide a successful extension of the parking session upon the customer's request.	PBP System fails to provide such functionality for any transaction for which it is required.	The CITY will issue a written warning to the Contractor prior to assessment of a service credit. The Contractor shall cure the Failure within 48 hours. If the Failure is not cured within the allotted time frame, the Contractor may be assessed a service credit of \$100 per Day until the Failure is cured.

6	PBP System Fails to comply with “Meter Feeding and/or Time Limit” requirements.	PBP System fails to provide such functionality for any transaction for which it is required.	The CITY will issue a written warning to the Contractor prior to assessment of a service credit. The Contractor shall cure the Failure within 48 hours. If the Failure is not cured within the allotted time frame, the Contractor may be assessed a service credit of \$100 per Day until the Failure is cured.
7	PBP System Fails to provide notification of any “Convenience Fee” imposed by CITY.	PBP System fails to provide such notice to any Customer.	The CITY will issue a written warning to the Contractor prior to assessment of a service credit. The Contractor shall cure the Failure within 24 hours. If the Failure is not cured within the allotted time frame, the Contractor may be assessed a service credit of \$100 per Day until the Failure is cured.
8	PBP Fails to maintain the uninterrupted functionality of established integrations with enforcement, rate, and eligibility providers despite such providers’ application programming interfaces (API) remaining available and operational and such failure is (i) attributable solely to a failure in the PBP Systems and (ii) materially diminishes the City’s ability to use the integrated		No warning will be issued prior to assessment of service credits for this Failure. The Contractor may be assessed a service credit of \$500 per Day.

	system.		
--	---------	--	--

## **Section XII Maintenance and Continuous Improvement**

Mobile Payment Application Products and Services will evolve and be supplemented, modified, enhanced, or replaced over time to keep pace with technological advancements and improvements in the methods of delivering services to respond to changes in Federal, State and Local laws or regulations, improve the efficiency and effectiveness of the City Parking Programs and respond to industry trends and customer expectations. PayByPhone and City acknowledge that these changes will improve the Products and Services and shall not result in new charges, unless the changed products or services meet the definition of a Change Order as stated in the Change Order Addendum. Such changes should follow the above outlined Key Project Management Milestone Plan where appropriate.