

**AGREEMENT WITH PAYBYPHONE TECHNOLOGIES, INC.
FOR MOBILE COMMERCE SERVICES
FOR
DOWNTOWN PARKING**

This Agreement, made and entered into this day of _____, by and between the **CITY OF SAN MATEO**, a municipal corporation existing under the laws of the State of California ("CITY"), and **PAYBYPHONE TECHNOLOGIES INC.**, a British Columbia corporation ("CONTRACTOR" or "PAYBYPHONE"), whose address is #403 – 1186 Hamilton Street, Vancouver, British Columbia, Canada.

RECITALS:

A. CITY desires certain mobile commerce services hereinafter described.

B. CITY desires to engage CONTRACTOR to provide these services by reason of its qualifications and experience for performing such services and CONTRACTOR has offered to provide the required services on the terms and in the manner set forth herein.

NOW, THEREFORE, IT IS AGREED as follows:

SECTION 1 - SCOPE OF SERVICES

The scope of services to be performed by CONTRACTOR under this Agreement is as described in Exhibit A to this Agreement, which is attached and incorporated by reference.

SECTION 2 - REPRESENTATIONS AND WARRANTIES

Each party represents and warrants to the other that:

- i) it has the full corporate right and authority, and possesses all licenses, permits, authorizations and rights to intellectual property, necessary to enter into and perform this Agreement;
- ii) its entry into and performance of this Agreement do not and will not conflict with or result in a breach or violation of any agreement or order by which it is bound; and
- iii) this Agreement constitutes its legal, valid and binding obligations enforceable against it in accordance with the terms of this Agreement.

SECTION 3 - DUTIES OF CITY

CITY shall provide pertinent information regarding its requirements for the project. CITY shall examine documents submitted by CONTRACTOR and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of CONTRACTOR's work.

SECTION 4 - TERM

This Agreement shall enter into force for a period of three (3) years from the date signed by the CITY, with up to three one-year extensions unless earlier terminated in accordance with this Section. The contract shall be automatically extended for each additional one-year term up to the maximum of three extensions unless one party gives the other party at least thirty (30) days prior written notice of its intent not to extend the Agreement.

SECTION 5 - PAYMENT

5.1 PRICING AND PAYMENT

CITY agrees to pay the fees, as outlined in Exhibit B, in a total amount not to exceed \$219,000 or higher amount approved in a written amendment to this agreement signed by both parties. All amounts payable hereunder are exclusive of any and all taxes, including taxes applicable on fees paid by the consumer, and CITY is responsible for payment of such taxes. All prices are stated, and CITY shall pay, in US dollars. Payment is due within 30 days of invoicing.

5.2 MERCHANT ACCOUNT

Merchant account refers to CITY's merchant account set up with CITY's acquiring bank. PayByPhone will cover the cost of linking one (1) CITY merchant account with PayByPhone's gateway provider. CITY agrees to cover the cost of merchant account updates including all third party fees and then-current PayByPhone Professional Services fees. See Exhibit B for sample rates.

5.3 TRANSACTION TESTING

PayByPhone reserves the right to execute test transactions from time to time to ensure top performance of the system and account. PayByPhone may execute up to ten test transactions per month without adjusting the CITY invoice.

5.4 THIRD PARTY INTEGRATION

In the event system changes (such as upgrades) by a third party impact the PayByPhone integration with Company sub-systems such as enforcement, CITY agrees to cover any PayByPhone development costs required to maintain integration. PayByPhone will notify CITY, in advance, of any such integration costs that could be added.

SECTION 6 – TERMINATION

Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY shall have the right to terminate this Agreement or suspend work on the Project for any reason, upon ten (10) days' written notice to CONTRACTOR. CONTRACTOR agrees to cease all work under this Agreement upon receipt of said written notice.

Should a party breach a material term and such breach remains uncorrected for thirty (30) days after receipt of a notice by the breaching party, the non-breaching party may, in addition to all other remedies available at law, terminate this Agreement by providing written notice to the breaching

party, without further obligation provided, however, that if the nature of the breach is such that it cannot be reasonably cured within such thirty (30) day period, the breaching party will not be deemed in default of this Agreement so long as such party commences efforts to effect a cure and is diligently pursuing such efforts. Provided, further, that if the breach is as a result of the non-payment of any fee, the non-breaching party may terminate this Agreement if such breach remains uncorrected for ten (10) days after the breaching party's receipt of notice of such breach.

SECTION 7 - PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

7.1 INTELLECTUAL PROPERTY RIGHTS

7.1.1 The parties acknowledge and agree that any trademarks, patents, trade names, logos, trade dress, domain names, copyrights or licenses therein, or other enforceable intellectual property rights and whether in hard or electronic copy (collectively "Intellectual Property") belonging to the other party, given to them under this Agreement is and shall remain the property of that party for the duration of the Term of this Agreement.

7.1.2 Except as expressly stated, nothing in this Agreement shall be deemed or interpreted to convey, transfer or assign any Intellectual Property rights to the other party.

7.1.3 Each party reserves the right to approve in advance the use of its Intellectual Property by the other party in each and every instance.

7.1.4 Upon termination of this Agreement for any reason the parties will use reasonable endeavours to ensure that all such Intellectual Property and material are removed from display and/or destroyed at the request of the other party save where such Intellectual Property is held by the parties in compliance with any statutory obligations and/or the maintenance of proper records.

7.1.5 The parties undertake that they have all necessary permissions, licenses and rights to use the Intellectual Property of third parties for the purposes of this Agreement.

7.1.6 Each party shall indemnify (for the purposes of this clause, the "Indemnifying Party") the other (for the purposes of this clause the "Indemnified Party") against all actions, claims, proceedings, costs and expenses (including reasonable legal fees) arising from any actual infringement of Intellectual Property rights of whatever nature insofar as these relate to the Intellectual Property rights developed and owned by the Indemnifying Party or licensed to the Indemnified Party which claims, actions or proceedings arise as a result of the Indemnified Party's use of any of the Services, except that the indemnity shall not apply to any actions, claims or proceedings which are attributable to any breach of contract or negligent act or omission on the part of the Indemnified Party or where such actions, claims or proceedings relate to any developments of the services carried out by or at the request of the Indemnified Party except where the Indemnified Party knew or ought to have known that such

development of the services requested by the Indemnified Party would result in an infringement of Intellectual Property rights.

7.1.7 The Indemnified Party shall notify the Indemnifying Party in writing of any such action, claim or proceeding and shall not make any admission unless the Indemnifying Party gives prior written consent.

7.1.8 At the Indemnifying Party's request and expense, the Indemnified Party shall permit the Indemnifying Party to conduct all negotiations and litigation. The Indemnified Party shall give all assistance as the Indemnifying Party may reasonably request and the Indemnifying Party shall pay the Indemnified Party's costs and expenses so incurred.

7.1.9 The Indemnifying Party may, at its expense: (i) obtain a license to enable the Indemnified party to continue to use the Services, or (ii) modify or replace the Services to avoid any alleged or actual infringement or breach, or (iii) terminate the provision of the affected elements of the Services. Where the Indemnifying Party exercises options (i) or (ii) the functionality of such modification or replacement shall not materially affect the performance of the Services.

7.2 CUSTOMER INFORMATION

7.2.1 PayByPhone maintains complete records of all information and data collected or used by PayByPhone from, or relating to its customer in relation to this Agreement, including, without limitation, any data collected from customers upon registration of a PayByPhone account, data collected on parking transactions including financial information, data collected on customers' mobile devices, and derivative data used and stored in PayByPhone databases (the "**User Data**").

7.2.2 PayByPhone shall retain exclusive ownership of all rights, including Intellectual Property rights, in and to the User Data.

7.2.3 PayByPhone may provide to the City from time to time, throughout the duration of this Agreement, part of the User Data for the following purposes:

- i) Such that the City may use the User Data for parking enforcement;
- ii) In respect of any enforcement proceedings for parking citations or penalties issued by the City during the Term of this Agreement until such time as any such proceedings are resolved; and
- iv) As the City's internal and external auditors may reasonably request regarding compliance by PayByPhone with applicable laws and with its own privacy policy.

SECTION 8 - CONFIDENTIALITY

To the extent permitted by the State Public Records Act, neither party will disclose the other party's confidential or proprietary information (and any information provided by the other party that is

confidentially maintained or proprietary or which derives value from not being generally known to persons who can obtain economic value from its disclosure or use) except:

- i) with the other party's consent;
- ii) to employees, agents and contractors who have a need to know in the discharge of their duties and who are subject to a contractual obligation to keep such information confidential that is at least as restrictive as this Agreement;
- iii) when required to do so by law or by any binding rule, order or request.

Each party shall exercise reasonable commercial care in protecting the confidentiality of the other party's confidential information disclosed to it.

For purposes of this Section, the parties agree that confidential or proprietary information does not include any information that is (a) already known to the receiving party at the time of disclosure hereunder (other than from the other party hereto) as demonstrated by its written records; (b) now or hereafter becomes publicly known other than through acts or omissions of the receiving party, or anyone to whom the receiving party disclosed such information; (c) disclosed to the receiving party, by a third party, under no obligation of confidentiality to the disclosing party or any other party; or (d) independently developed by the receiving party without reliance on the confidential information of the disclosing party as shown by its written records.

SECTION 9 - INTEREST OF CONTRACTOR

CONTRACTOR covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services under this Agreement.

SECTION 10 - CONTRACTOR'S STATUS

It is expressly agreed that in the performance of the services required under this Agreement, CONTRACTOR shall at all times be considered an independent contractor as defined in Labor Code Section 3353, under control of the CITY as to the result of the work but not the means by which the result is accomplished. Nothing herein shall be construed to make CONTRACTOR an agent or employee of CITY while providing services under this Agreement.

SECTION 11 – DISCLAIMER, INDEMNITY AND LIMITATION OF LIABILITY

11.1 DISCLAIMER

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PAYBYPHONE DOES NOT MAKE, AND HEREBY SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PAYBYPHONE MOBILE PAYMENT SERVICES INCLUDING ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. CITY ACKNOWLEDGES THAT THE PAYBYPHONE MOBILE PAYMENT SERVICES AND SERVICES FURNISHED BY PAYBYPHONE UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY SERVERS OR OTHER

HARDWARE, SOFTWARE, APPLICATIONS AND ANY OTHER ITEMS USED OR PROVIDED BY PAYBYPHONE OR ANY THIRD PARTIES IN CONNECTION WITH PROVIDING ACCESS TO OR HOSTING ANY OF THE FOREGOING OR THE PERFORMANCE OF ANY SERVICES BY PAYBYPHONE UNDER THIS AGREEMENT) ARE PROVIDED BY PAYBYPHONE "AS IS".

11.2 INDEMNIFICATION

CONTRACTOR agrees to hold harmless and indemnify CITY, its elected and appointed officials, employees, and agents from and against any and all claims, loss, liability, damage, and expense to the extend arising out of CONTRACTOR'S negligent performance of this Agreement, except for those claims arising out of CITY's negligence or wilful misconduct. CONTRACTOR agrees to defend City, its elected and appointed officials, employees, and agents against any such claims.

11.3 LIMITATION OF LIABILITY

IN NO EVENT SHALL ANY PARTY BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY DAMAGES RESULTING FROM LOSS OF USE OR PROFITS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.4 PARKING RATES

CITY will be given access to confirm the parking rates at each location via the PayByPhone back office system. PayByPhone will make every attempt at ensuring the rates are configured correctly; upon completion of each location setup, it is the CITY's responsibility to ensure all rates are configured correctly. Failing to do so shall exclude PayByPhone from any liability. CITY shall provide PayByPhone with sufficient notice of any rates change during PayByPhone standard business hours.

SECTION 12 - INSURANCE

Contractor shall procure and maintain for the duration of the contract the insurance specified in Exhibit C to this Agreement.

SECTION 13 - NONASSIGNABILITY

Both parties hereto recognize that this Agreement is for the personal services of CONTRACTOR and cannot be transferred, assigned, or subcontracted by CONTRACTOR without the prior written consent of CITY.

SECTION 14 - RELIANCE UPON SKILL OF CONTRACTOR

It is mutually understood and agreed by and between the parties hereto that CONTRACTOR is skilled in the performance of the work agreed to be done under this Agreement and that CITY relies upon the skill of CONTRACTOR to do and perform the work in the most skillful manner, and CONTRACTOR agrees to thus perform the work. The acceptance of CONTRACTOR's work by CITY does not operate as a release of CONTRACTOR from said obligation.

SECTION 15 - WAIVERS

The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any provisions of any ordinance or law shall not be deemed to be a waiver of such term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, condition, ordinance, or law. The subsequent acceptance by either party of any fee or other money which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this Agreement or of any applicable law or ordinance.

SECTION 16 - COSTS AND ATTORNEY FEES

Attorney fees in total amount not exceeding \$5000, shall be recoverable as costs (by the filing of a cost bill) by the prevailing party in any action or actions to enforce the provisions of this Agreement. The above \$5000 limit is the total of attorney fees recoverable whether in the trial court, appellate court, or otherwise, and regardless of the number of attorneys, trials, appeals, or actions. It is the intent of this provision that neither party shall have to pay the other more than \$5000 for attorney fees arising out of an action, or actions to enforce the provisions of this Agreement.

SECTION 17 - NON-DISCRIMINATION

CONTRACTOR warrants that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal employment opportunity. Neither CONTRACTOR nor any of its subcontractors shall discriminate in the employment of any person because of race, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, or age, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act.

SECTION 18 - MEDIATION

Should any dispute arise out of this Agreement, any party may request that it be submitted to mediation. The parties shall meet in mediation within 30 days of a request. The mediator shall be agreed to by the mediating parties; in the absence of an agreement, the parties shall each submit one name from mediators listed by either the American Arbitration Association, the State Mediation and Conciliation Service, or other agreed-upon service. The mediator shall be selected by a blind draw.

The cost of mediation shall be borne equally by the parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the parties but not more than 60 days, unless the maximum time is extended by the parties.

SECTION 19 - LITIGATION

CONTRACTOR shall testify at CITY's request if litigation is brought against CITY in connection with CONTRACTOR's services under this Agreement. Unless the action is brought by CONTRACTOR, or is based upon CONTRACTOR's wrongdoing, CITY shall compensate CONTRACTOR for preparation for testimony, testimony, and travel at CONTRACTOR's standard hourly rates at the time of actual testimony.

SECTION 20 - NOTICES

All notices hereunder shall be given in writing and mailed, postage prepaid, addressed as follows:

To CITY:	Sue-Ellen Atkinson City of San Mateo 330 W. 20 th Ave. San Mateo CA 94403
To CONTRACTOR:	PayByPhone Technologies Inc. Attn: Legal Department #403 – 1186 Hamilton Street Vancouver, British Columbia, V6B 2S2 CANADA

SECTION 21 - AGREEMENT CONTAINS ALL UNDERSTANDINGS; AMENDMENT

This document represents the entire and integrated agreement between CITY and CONTRACTOR and supersedes all prior negotiations, representations, and agreements, either written or oral.

This document may be amended only by written instrument, signed by both CITY and CONTRACTOR.

SECTION 22 - GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of California and, in the event of litigation, venue will be in the County of San Mateo.

SECTION 23 – NO AGENCY

Each party, in all matters relating to this Agreement, will act as an independent contractor and independent employers. Except as otherwise expressly set forth herein, neither party will have authority and will not represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other, or to represent the other as an agent, employee or in any other capacity. Nothing in this Agreement shall be construed to have established any agency, joint venture or partnership between the parties. Neither party shall make any warranties or representations on behalf of the other party.

SECTION 24 – SEVERABILITY

In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

SECTION 25 – FORCE MAJEURE

If performance hereunder is prevented, restricted or interfered with by any act or condition whatsoever beyond the reasonable control of a 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.

SECTION 26 – COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument. The parties further agree that a signature transmitted via facsimile shall be deemed original for all purposes hereunder.

SECTION 27 – CAPTIONS

The captions used in this Agreement are for convenience only and shall not affect in any way the meaning or interpretation of the provision set forth herein.

SECTION 28 – AGREEMENT APPROVAL

Each party hereby represents and warrants that all necessary corporate and/or governmental approvals for this Agreement have been obtained, and the person whose signature appears below has the authority necessary to execute this Agreement on behalf of the party indicated.

SECTION 29 – SOPHISTICATION OF PARTIES

Each party to this Agreement represents that it is a sophisticated commercial party capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the agreement.

SECTION 30 – CITY’S CONDUCT OF BUSINESS THROUGH AFFILIATES

The parties acknowledge that CITY may carry out its business through affiliates. CITY agrees to cause its affiliates to take such actions and to execute such documents as may be reasonably required to give effect to this Agreement as though references to CITY in this Agreement were references to CITY and those of its affiliates through which it carries on the business of owning and operating parking facilities.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, CITY OF SAN MATEO and PAYBYPHONE TECHNOLOGIES INC. have executed this Agreement the day and year first above written.

CITY OF SAN MATEO

CONTRACTOR

DocuSigned by:

Brad B. Underwood

839F0415FFC745E...

Brad B. Underwood
Public Works Director

DocuSigned by:

Roamy Valera

392BFABBC7104BF...

Roamy Valera
CEO
Its Authorized Agent

APPROVED AS TO FORM

DocuSigned by:

Gabrielle Whelan

66ED3AF37EBA4A0...

Gabrielle Whelan
Assistant City Attorney

Attachments:

Exhibit A: Scope of Services
Exhibit B: Payment Rates
Exhibit C: Insurance Requirements

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AB

EXHIBIT A

SCOPE OF SERVICES

SECTION 1 - PayByPhone Mobile Payment Platform And Applications

1.1 PAYBYPHONE MOBILE PAYMENT APPLICATION

PayByPhone agrees to roll out the PayByPhone mobile payment service for use at CITY's managed and owned parking facilities as agreed upon by PayByPhone and CITY, to allow for consumers to pay for the use of those facilities through personal wireless devices (e.g., cellular telephones) or other wireless systems.

1.2 PAYBYPHONE MANAGEMENT INFORMATION SYSTEM

PayByPhone will operate and manage a software application for CITY that will provide near real time information and management reports on the transactions conducted utilizing the PayByPhone Parking Payment Application (the "Management Information System"). PayByPhone will host the Management Information System on its network. CITY will access the Management Information System through a browser-based program installed on CITY's computer hardware.

1.3 COMPUTER, NETWORKING AND TELECOMMUNICATION SYSTEMS

PayByPhone will own or possess, and will operate and maintain, all computer and networking hardware and software and data required to operate the PayByPhone mobile payment services service as contemplated in this Agreement, other than CITY's existing computer and telecommunications systems.

1.4 MOBILE PAYMENT SERVICE ENFORCEMENT

CITY agrees to supply Wireless Devices to employees in the field to provide real time confirmation of validly parked vehicles.

1.5 REPORTS

PayByPhone will provide CITY with a set of standard reports in the self-serve PayByPhone Service Management Interface System. Any changes or customizations to the standard set of reports will be subject to then-current PayByPhone Professional Services fees. See Exhibit B for sample rates.

SECTION 2 – MARKETING, PROMOTION, AND USER EDUCATION

2.1 SIGNAGE

PayByPhone will provide the first round of signage at CITY's location offering PayByPhone as mobile payment service provider. PayByPhone will provide one sign to be located at each paystation, plus one at each level of the parking structure without a paystation. Additionally, one decal will be placed on each paystation and/or meter. CITY agrees to provide adequate space for PayByPhone signage at each parking facility at which the PayByPhone mobile payment services service is to be available, with sign size and placement to be mutually agreed by PayByPhone and CITY acting reasonably. CITY agrees that signs will be hung and/or located near payment machines at parking facilities enabled with the PayByPhone mobile payment services service. CITY will be responsible for installation of all decals and

signs required for implementation. CITY agrees to supply all future decals and signage, including new locations. CITY agrees to supply replacement decals which may be required in the future.

Standard signage artwork is included in the standard implementation project. Professional Services associated with custom signage or changes to standard signage are billable at the then current professional services rates. See Exhibit B for sample rates. All signage must comply with the PayByPhone Consumer Branding Standards.

2.2 MARKETING EVENTS

PayByPhone may conduct on-site marketing events and campaigns for the service, whereby PayByPhone will inform parking lot consumers of the availability of the PayByPhone mobile payment services as well as any promotions available, with the knowledge and approval of CITY which is not to be unreasonably withheld.

2.3 CITY TRAINING

PayByPhone will provide initial training to CITY using a "Train the Trainer" model on the self-served PayByPhone Service Management Interface (SMI). The said CITY Trainer will, at its own expense, train its staff and employees, including patrollers, to operate the mobile payment services and related applications and technology. Additional training sessions are available at the then current professional services rates. See Exhibit B for sample rates

EXHIBIT B**PAYMENT RATES****SERVICES TO BE PROVIDED:**

PayByPhone Mobile Payment Service

SYSTEM WILL:

1. Register consumers by phone or online who wish to pay for parking by cell phone or web-enabled device.
2. Activate and collect payment via credit or debit card for parking using PayByPhone in accordance with parking rates specified by the CITY and the PayByPhone Terms and Conditions.
3. Display payment status of license plate, space or meter number on internet-capable handheld device such as mobile phone, handheld computer or other Wireless Device for enforcement.
4. Provide a secure web-based administration interface for rates control, management and accounting reports.

PRICING:

<i>One Time Setup Fees:</i>		
Mobile payment services setup		\$1,500 ¹
Each locations setup after initial deployment phase		\$250
Integration with IPS (data push to Management System)		Included
<i>Monthly Fees:</i>		
Monthly minimum		\$150 ²
<i>Per Transaction Charges:</i>		
CITY or Consumer pays		\$0.25

NOTES:

1. One time set-up fee includes, but is not limited to development, testing and implementation of a dedicated CITY account within the PayByPhone system; merchant account integration and testing; set up and training on reporting, customer service and other elements of the PayByPhone Service Management Interface, signage design, marketing coordination. Setup fees are invoiced at contract signing.
2. Monthly fees apply when mobile payment services fees (transaction charges) per calendar month total less than as specified here. CITY is responsible for covering the difference between the monthly minimum and the total fees.
3. CITY's own credit card processing and merchant banking fees will apply.

4. In the event that PayByPhone is the only form of payment, the CITY will be responsible for 100% of the call centre cost as a pass through.
5. All fees and charges are payable within 30 days of invoicing.

PayByPhone Professional Services Sample Rates Table & Definitions

Resource	Office Hours Rate per hour	After Hours Rate per hour
Senior Architect	\$250	\$315
Senior Product Manager	\$250	\$315
Creative Services	\$200	\$250
Project Manager	\$200	\$250
Programmer / Developer	\$200	\$250
Implementation Manager	\$175	\$225
Consumer Adoption Strategist	\$150	\$200
Application Trainer	\$125	\$150
Support Agent	\$125	\$150
Tester	\$125	\$150

Resource	Descriptions
Senior Architect	A PayByPhone Architect will lead the definition and implementation of the product software architectures. They will transform the requirements created by the Product Manager into a set of architecture and design documents that can be used by the rest of the team to create the solution. The PayByPhone Architect is responsible for matching technologies to the proposed requirements.
Senior Product Manger	A PayByPhone Product Manager specifies market requirements for current and future products. Working with the Project Manager, software development team, CITY and CITY management team, the Product Manager is responsible for driving a solution across development teams through market requirements, product contracts and positioning.
Creative Services	The PayByPhone Creative Team will execute highly effective and proven design concepts, layouts, graphic elements and systems. Our Creative Manager will plan and arrange signage, stickers, decals and marketing collateral including web content according to the CITY's parking environment, marketing strategies and objectives, taking into consideration the usability and visibility of each sign.
Project Manager	A PayByPhone Project Manager will create and maintain project plans that communicate tasks, milestones, and status and resource allocation. Making use of Project Management Lifecycle Methodology, they are ultimately responsible for project execution. In addition to exercising their knowledge of project management best practices, the PayByPhone project manager serves as business liaison, budget manager, customer relations manager, facilitator, negotiator, risk manager, change agent, task tracker, problem solver and implementer.
Implementation Manager	Manage / coordinate and implement ALL technical aspects required to set up the project. Liaise with Parking Operator staff to ensure data is complete and correct. Coordinate

	internal development resources and provide updates to project management and commercial team on timing, dependencies etc. Manages the pickle process. Provide technical training to CITY personnel.
Consumer Adoption Strategist	A PayByPhone Consumer Adoption Strategist will work with the key CITY contacts to develop and implement a plan to maximize the CITY's goals for the PayByPhone service. Learning from hundreds of CITY implementations, access to the latest data analytics and considerable expertise in mobile and consumer technology usage are incorporated into an ongoing plan to drive maximum usage and customer convenience.
Application Trainer	A PayByPhone Applications Trainer will design and deliver training programs for the PayByPhone system. They will also design training course materials and other documents such as handouts, manuals and exercises. Training is typically conducted via a web session, either one on one in a train-the-trainer scenario or in a group setting.
Support Agent	A PayByPhone support agent interacts with CITY contacts to address inquiries regarding the PayByPhone system, reporting interface, log-ins and general administration.
Tester	The PayByPhone Quality Assurance (QA) testers will thoroughly evaluate, stress-test and troubleshoot all new code, programs and software. The PayByPhone QA testers will log and prioritized any issues/bugs found and work closely with the Software Development team for a resolution.

EXHIBIT C

INSURANCE REQUIREMENTS

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** On an “occurrence” basis, including products-completed operations, personal & advertising injury, with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** CGL policy extensions including: non-owned automobile liability coverage for \$1,000,000 and legal liability for damage to hired autos coverage for \$50,000.
3. **Workers’ Compensation:** as required by the applicable jurisdiction, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Cyber Liability:** coverage with a limit of no less than \$1,000,000.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its elected and appointed officials, employees, and agents are to be covered as insureds on the CGL policy (including the non-owned automobile liability coverage and legal liability for damage to hired autos extensions set out above) with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance.

Primary Coverage

For any claims related to this contract, the **Contractor’s insurance coverage shall be primary** insurance as respects the City, its elected and appointed officials, employees, and agents. Any insurance or self-insurance maintained by the City, its elected and appointed officials, employees, or agents shall be excess of the Contractor’s insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that **coverage shall not be canceled, except after thirty (30) days’ prior written notice** (10 days for non-payment) has been given to the City.

Waiver of Subrogation

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the City. The City may request the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them.

Certificate Of Completion

Envelope Id: 11729C5F5EC54E16A2CA50C34940572B	Status: Completed
Subject: Please DocuSign: PayByPhone Agreement_Final.docx	
Source Envelope:	
Document Pages: 20	Signatures: 3
Certificate Pages: 5	Initials: 1
AutoNav: Enabled	
Enveloped Stamping: Enabled	
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	
	Envelope Originator:
	Alonso Barahona
	330 W. 20th Avenue
	City Clerk's Office
	San Mateo, CA 94403
	abarahona@cityofsanmateo.org
	IP Address: 174.250.28.4

Record Tracking

Status: Original	Holder: Alonso Barahona	Location: DocuSign
10/9/2020 4:37:28 PM	abarahona@cityofsanmateo.org	


Signer Events

Signer Events	Signature	Timestamp
Roamy Valera rvalera@paybyphone.com Security Level: Email, Account Authentication (None)	<p>DocuSigned by:</p>  <p>392BFABBC7104BF...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 98.203.83.121</p>	<p>Sent: 10/9/2020 4:39:11 PM</p> <p>Viewed: 10/11/2020 5:59:04 AM</p> <p>Signed: 10/11/2020 6:01:04 AM</p>

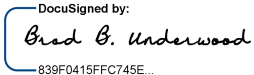
Electronic Record and Signature Disclosure:
Accepted: 10/11/2020 5:59:04 AM
ID: 15d08c07-8889-4ed2-89d8-b8bdc77d0f6

Gabrielle Whelan gwhelan@cityofsanmateo.org Security Level: Email, Account Authentication (None)	<p>DocuSigned by:</p>  <p>66ED3AF37EBA4A0...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 73.93.152.189</p>	<p>Sent: 10/11/2020 6:01:07 AM</p> <p>Viewed: 10/12/2020 8:53:12 AM</p> <p>Signed: 10/12/2020 8:53:34 AM</p>
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Electronic Record and Signature Disclosure:
Accepted: 10/12/2020 8:53:12 AM
ID: 93f0f223-5a9b-4ef8-a4cd-5b47e87f1000

Alonso Barahona abarahona@cityofsanmateo.org Management Analyst City of San Mateo Security Level: Email, Account Authentication (None)	<p>DS</p>  <p>Signature Adoption: Pre-selected Style Using IP Address: 174.250.56.5</p>	<p>Sent: 10/12/2020 8:53:36 AM</p> <p>Viewed: 10/27/2020 10:01:56 AM</p> <p>Signed: 10/27/2020 10:02:02 AM</p>
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Brad B. Underwood bunderwood@cityofsanmateo.org Director of Public Works Security Level: Email, Account Authentication (None)	<p>DocuSigned by:</p>  <p>839F0415FFC745E...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 76.14.0.98</p>	<p>Sent: 10/27/2020 10:02:04 AM</p> <p>Viewed: 10/28/2020 12:19:38 PM</p> <p>Signed: 10/28/2020 12:19:43 PM</p>
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Electronic Record and Signature Disclosure:
Accepted: 10/28/2020 12:18:18 PM
ID: 4a73c604-acae-4cbe-8698-5a2d9775a9b1

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Alesha Boyd aboyd@cityofsanmateo.org Management Analyst Carahsoft OBO City of San Mateo Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/28/2020 12:19:47 PM
Carla Talavera ctalavera@cityofsanmateo.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/28/2020 12:19:48 PM
Molly Poland poland@cityofsanmateo.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/28/2020 12:19:49 PM
Sue-Ellen Atkinson seatkinson@cityofsanmateo.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/28/2020 12:19:50 PM Viewed: 10/28/2020 1:48:46 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/9/2020 4:39:11 PM
Certified Delivered	Security Checked	10/28/2020 12:19:38 PM
Signing Complete	Security Checked	10/28/2020 12:19:43 PM
Completed	Security Checked	10/28/2020 12:19:50 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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