

PUBLIC SAFETY COMMITTEE MEETING

Tuesday, September 19, 2023, 10:00 a.m.

Town Hall side conference room due to the election or via Zoom

DIAL: +1 646 558 8656 US & INCLUDE THE MEETING ID: 456-920-3798 & PRESS #.

JOIN ONLINE AT: <https://us02web.zoom.us/j/4569203798>.

Committee Responsibilities – Traffic, Parking Ordinances, Law Enforcement Grants, Assemblages/Parades, Diversity, Emergency Management and Fire Department.

Committee Members: Justin Hummel (Chair), Bonnie Crawford, James Garman and Vince DeMelfi.

Citizens to be heard.

New Business.

1. Approval of the Public Safety Committee minutes from the 06/20/2023 meeting.
2. Discussion of which direction to convert Oyer Avenue to one way from W. First Street to W. Ridge Avenue.
3. Discussion of software updates and fee increases for parking – Matt Lohenitz
4. Discussion of crosswalk at West Main Street & Railroad Street
5. Discussion of previously approved date for Halloween. October 31, 2023 from 6pm-9pm
6. Discussion of suspicious package policies

Old Business.

7. Chapter 3 ordinance- met with legal (9/9/2022).
8. Act 172- Chief Scott McBride.

Next meeting date: October 17, 2023

Public Safety Committee Meeting Minutes

Tuesday, June 20, 2023, 10:00 a.m.

Town Hall or via Zoom

Chairperson Justin Hummel called the meeting to order at 10:00 a.m., present were Council members Bonnie Crawford and James Garman, Vince DeMelfi (10:01 a.m.), Town Manager/Secretary/Treasurer Lisa Dooley, Chief of Police Scott Price, Director of Public Works John Fritz, Police Clerk Tracy Kishbaugh, and Law Enforcement Administrative Assistant Randi Fetterman. Also in attendance was Dawn Moore.

Citizens to be heard Dawn Moore would like to see the Town post video of the meetings on their webpage.

On a motion by J. Garman, seconded by B. Crawford, and voted on unanimously, the Committee approved the 5/16/23 meeting minutes with no corrections or additions.

Discussion took place regarding the addition of a handicapped space at 444 East 4th Street. The Committee does not have an issue with two separate individuals at the same address having spaces.

On a motion by B. Crawford, seconded by J. Garman, and voted on unanimously, the Committee voted to send to Council the recommendation for the addition of a handicapped space.

T. Kishbaugh is requesting \$450 from Town Council to purchase back packs and bags for 2023 National Night Out.

On a motion by J. Garman, seconded by B. Crawford, and voted on unanimously, the Committee voted to send to Council the recommendation to donate \$450 to National Night Out for 2023.

Discussion took place regarding J. Garman's suggestion to add crosswalks at East 4th Street and East Street. S. Price contacted PennDOT and they advised the Town is responsible for placing and maintaining crosswalks. However, they must obtain a highway occupancy permit from PennDOT. They advised that PennDOT may be reluctant because of the work that has recently been completed on East Street for which this item was not included. The Committee didn't push for the crosswalks to be further looked into/placed due to several other crossings on East Street already.

Discussion took place regarding renting a sound system for the 4th of July. Council member Toni Bell donated \$300 for the Catawissa Military Band to attend the event, but they have also requested a sound system be rented. L. Dooley received a quote for \$1,500 to rent a sound system for one hour. This item will be added to the Council agenda for the next meeting.

All items on old business are still pending.

On a motion by J. Garman, seconded by B. Crawford, and voted on unanimously, the Committee voted to adjourn the meeting at 10:20 a.m.

Notes taken by R. Fetterman and reviewed by L. Dooley.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 15 OF THE CODE OF ORDINANCES OF
THE TOWN OF BLOOMSBURG, § 15-203. ENTITLED “ONE WAY STREETS
ESTABLISHED”**

WHEREAS, the Town of Bloomsburg (the “Town”) enacted Chapter 15 of the Code of Ordinances of the Town of Bloomsburg (the “Code”) which regulates Motor Vehicles and Traffic; and

WHEREAS, the Town enacted § 15-203. of Chapter 15 of the Code which has established certain one-way highways in the Town; and

WHEREAS, the Town desires to amend § 15-203. of Chapter 15 of the Code as set forth herein

AND NOW be it ORDAINED and ENACTED by the Bloomsburg Town Council, as follows:

1. The following shall be added to Subsection 1. of § 15-203 of Chapter 15:

Highway	From	To	Direction of Travel
Oyer Avenue	First Street	West Ridge Avenue	South

2. The Town of Bloomsburg shall install signage and/or highway markings designating the one-way direction of travel in such locations as it deems appropriate.

ORDAINED AND ENACTED into law by the Bloomsburg Town Council in lawful session assembled this ____ day of _____, 2023.

Attest:

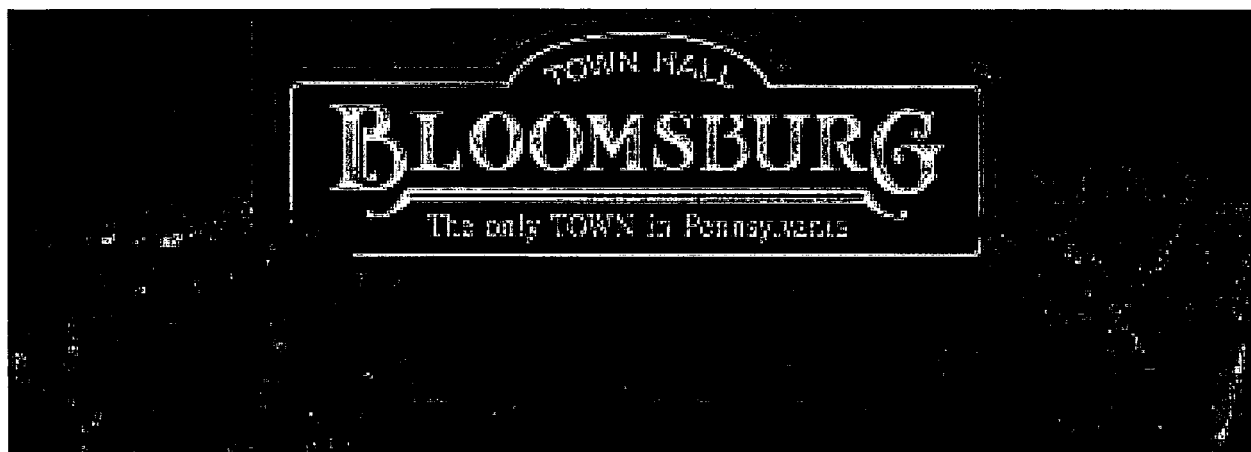
TOWN OF BLOOMSBURG

Lisa Dooley, Secretary

Justin Hummel, Mayor

Final Report for Bloomsburg Pa. Parking Project

Phase I of II





Scope of Work:

LOHI Consulting was engaged in partnership with the Town of Bloomsburg Pa. in September 2022 for the purpose of evaluating the following during Phase I:

- Reviewing and/or amending fee schedules
- Additionally, identifying updated hardware and software to include, but not limited to smart parking meter solutions, updated parking enforcement solutions, updated pay by cell options, general upgrades to their parking operations.

*Focus during this phase was dedicated to identifying an acceptable vendor to provide updated enforcement technology due to functional limitations of the current provider, Pango. Additionally, to focus on hours of enforcement, possible fee schedule and rate changes.

Reviewed and/or amended fee schedules:

Fines and penalties provide for a means of ensuring compliance to rules that should be adhered to by the parking public. Maintaining a current fee schedule as it relates to parking violations is imperative to the ebb and flow of parking, especially in

congested areas. The Town of Bloomsburg does use a graduating scale for their parking fines and as the ticket ages, the fine increases. The graduating scale is one that is used quite effectively in most municipalities. This option provides an incentive to the person with the violation(s) to satisfy the fine(s) in the early stages of existence so as not to incur additional costs and thereby driving compliance. Below is a regional fine comparison of a cross section of municipalities in Pa. that have institutions of higher learning in and around them as does the Town of Bloomsburg. This diagram is included strictly as a matter of comparison between the fines for parking violations in these municipalities and that of Bloomsburg. Should Bloomsburg consider adjusting violation fines, this diagram can be used as a guide. A comparison between Bloomsburg and local municipalities, Sunbury and Berwick provided no value to this evaluation as Sunbury has very limited parking enforcement and Berwick has no enforcement, as such, they were not included in the below diagram.

VIOLATION DESCRIPTION	<u>Allentown</u>	<u>Reading</u>	<u>Lancaster</u>	<u>Easton</u>	<u>Bethlehem</u>	<u>York</u>
No Parking in Front of Driveway	\$15	\$60	\$75	\$50	\$20	\$35
No Parking This Street	\$15	\$35			\$20	
No Parking Anytime	\$15	\$35	\$20	\$25	\$20	\$35
Loading Zone/No Stopping-Standing/No Drifting	\$15	\$35	\$20		\$20	\$25
Too Close to Corner / Intersection	\$15	\$35	\$30	\$25	\$20	\$35
RPP - Overtime Parking in a Posted RPP Zone	\$15	\$35	\$25	\$35	\$20	\$25
Overtime Parking in a Posted Time Zone	\$15	\$35	\$25		\$20	\$35
No Parking within Intersection	\$15	\$35	\$30		\$20	
No Parking Crosswalk	\$15	\$35	\$30		\$20	
No Parking within 15ft. Fire Station	\$15	\$35			\$20	
No Parking on A Sidewalk	\$15	\$60	\$75		\$20	\$35
Parked Opposing the Flow of Traffic	\$15	\$35	\$20		\$20	\$25
Too Far from Curb	\$15		\$20		\$20	\$25
Blocking Garage	\$15	\$35	\$75	\$50	\$20	\$35

No Parking in a Fire Lane	\$25		\$75		\$20	
No Current Reg./Inoperable	\$25	\$60	\$20	\$50	\$20	\$35
No Current Inspection	\$25	\$60		\$25	\$20	\$35
No Parking Over 72hrs.	\$35	\$60	\$20	\$50		
Unattended Vehicle Parked on Private Property	\$35	\$60		\$50	\$20	
No Parking on a Posted Snow Emergency Route	\$35		\$30		\$20	\$25
Unhitched Trailer	\$35				\$20	\$25
Blocking Street / Lane	\$35	\$85	\$200			\$35
No Parking Posted Handicap Area	\$50	\$135	\$200	\$100	\$100	\$150
No Repair Work	\$50	\$80			\$20	
No Parking within 15ft of a Fire Hydrant	\$50	\$85	\$75	\$100	\$20	\$100
Prohibited Parking Oversize Vehicle	\$50		\$200		\$50	
No Parking Street Cleaning	\$20	\$35	\$25	\$25	\$20	\$40
Expired Meter	\$10	\$20	\$20	\$25	\$15	\$25
Not Parked Within a Metered Space	\$10		\$20	\$25	\$15	\$25
OT Limit on Meter	\$25	\$20	\$20	\$25	\$15	
Double Parking	\$100	\$85	\$75	\$35	\$20	\$60

Current violations and fines for Bloomsburg are as follows:

Expired meter: \$10.00

Exceeded Max time limit: \$25.00

Fire hydrant or fire lane: \$50.00

Permit only: \$40.00

Handicapped space only: \$50.00

No Parking Sign: \$40.00

Blocking garage/Driveway: \$40.00

Private Property: \$40.00

Illegal Parking: \$40.00

Tow away zone: \$50.00

Snow Removal: \$50.00

The graduating fine scale for Bloomsburg is as follows:

<u>Ticket Amt</u>	<u>Day 1-10</u>	<u>Day 11-20</u>	<u>Day 20 citation issued</u>
\$10.00	\$10.00	\$20.00	\$30.00
\$15.00	\$15.00	\$20.00	\$30.00
\$25.00	\$25.00	\$25.00	\$35.00
\$40.00	\$40.00	\$40.00	\$50.00
\$50.00	\$50.00	\$50.00	\$60.00

Recommendations on current fee schedule shown above:

Increase fine of expired meter from \$10.00 to \$20.00 to be more in line with the violation of exceeding max. time limit. All other violations fees are in line with like municipalities and at the time of this report, it is recommended that there is no need to adjust them. However, **fine and rate fee amounts should be revisited approx. every 3-5 years** to ensure your fines are commensurate with other municipalities.

-Adjust \$25.00 fee scale as follows: \$25.00, \$35.00, \$45.00

-Adjust \$40.00 fee scale as follows: \$40.00, \$50.00, \$60.00

-Adjust \$50.00 fee scale as follows: \$50.00, \$75.00, \$100.00

The purpose of the graduating scale is to incentivize those who have received parking violations to pay their fines before they elevate to the next higher level. By not having that adjustment from day 1 to day 20, there is no incentive to pay the fine in a timely manner. It is recommended that the fines elevate in each time period to aid in compliance.

Parking meter rates (on and off street):

Currently all surface lots and side streets are .25 cents per hour and Main St. is .50 cents per hour. It is recommended that the side streets and surface lots be increased to \$1.00 per hour across all public parking areas. Alternatively, .50 cents per hour and Main St. to \$1.00 per hour can be an option to consider. With Main St. being the most sought after on street spaces they should be the premium rate in town. Because there are a limited number of spaces on Main St. the goal is to drive over flow parking into those areas of lower demand by charging a slightly lower rate per hour. Dynamic pricing of parking is common practice in many municipalities. There are areas that are in higher demand than others and as in any real estate transaction, location drives price. Areas surrounding campus are areas in high demand and as such should command a higher rate per hour to park. I recommend those areas are to be set at \$1.50 per hour.

Reviewing a 2008 study provided to Bloomsburg by MKA, it was recommended that the town enact an ordinance to prevent employees and business owners from parking in the business district, specifically on Main Street. During many meetings conducted with the parking staff, I was advised that business owners and their employees are still parking in premium spaces. This practice is counterproductive to business owners, while it provides a level of convenience to owners and staff, it causes potential customers to have to seek out parking further from their desired destination. This causes frustration to the parking public. While the town cannot legally prevent any one person from parking on a public street, I recommend that the town consult with their solicitor to investigate requiring a merchant/merchant employee permit and provide them with permitted areas to park that are not in areas of high demand as a potential solution.

In 2016, a change was made which changed the start time of enforcement from 9am to 10 am. Most businesses will be open between 8-9 am and the enforcement hours should reflect the hours of operation to encourage parking space turn over. I recommend that the enforcement hours start time be restored to 9am.

Parking space turnover is important for several reasons:

- It will reduce traffic congestion as there are more spaces available
- It reduces emissions as the parking public will not need to drive around excessively trying to find a convenient spot to conduct their business.
- It increases safety as an increased number of available spaces will reduce illegal parking behavior such as double parking, too close to corner, hydrant parking, etc. in an effort to create their own “parking space”.
- It provides convenient parking availability for customers to patronize merchants and conduct business.

Creating turnover and more convenient parking spaces add value to the parking space and as such customers are more willing to pay for that premium space. The value of the parking space is determined by the person wishing to park there. If the space is priced so low, the public will pay that low price and park their vehicle there for an extended period and the space will not be turned over regularly. If the space is priced too high, the space may go unoccupied because the public may not be willing to pay to park there. These are a few reasons why I offered two alternative pricing structures.

Technology:

Bloomsburg’s current provider, Pango, has not been able to provide parking staff with efficient and reliable service. Staff reports the inability to print violations, cumbersome data recovery and technical issues, additionally, Pango does not have true license plate recognition (LPR) capabilities. This has created a need to seek out a new enforcement provider due to the current platforms inability to meet those requirements effectively. During that search, we have reviewed three companies that provide parking services. Passport, T2 (UP Safety) and IPS were all provided with the needs of Bloomsburg’s parking operations. Each company was thoroughly interviewed and each provided demonstrations of their platforms.

In today’s world, convenience is at the top of the list for consumers. If you provide the public with multiple ways to pay for their parking transactions, they will be more willing to do so and remain in compliance with your parking regulations.

Evolving technology in the three evaluated platforms includes the possibility to expand your permit system as desired, multiple payment options for the customer, enhanced data storage and retrieval, the possibility to identify currently open spaces, assistance with parking debt collections, more reliable enforcement networks, smart meters and kiosks (multi-space meters), the ability to extend a parking event remotely, and the ability for staff to monitor parking sessions in real time (this will increase efficiency of your parking enforcement staff) and the ability to expand services as needed within your platform. In order to provide the parking public with the most current parking technologies and provide the most seamless transition, I recommend identifying the platform which provides the most options under one platform, that includes customer service to your staff.

Of the three, IPS is the only provider that provided a quote for an upgraded parking meter. Having observed the current inventory of parking meters, I recommend strong consideration be given to updating parking meters, a pilot program should be considered with these meters prior to purchase to evaluate the product and customer acceptance. There are several ways to accomplish this to keep costs down.

- Purchase refurbished meters
- Create a replacement plan whereby a limited number of meters are replaced each year
- Only update metered spaces in areas of high parking frequency
- Install multi-space meters (kiosks) in high turnover parking areas (consider refurbished kiosks)
- Transition surface lots to Pay by App only parking, with strong consideration to pay by app town wide (LPR technology is the most efficient way to identify nonpayment under this circumstance)

According to the Pango contract provided, either party may terminate the agreement with 60 days written notice. Sixty days will be sufficient time to terminate your contract with Pango and onboard your new enforcement/payment platform.

The need for updated technology in Bloomsburg is evidenced by the outdated meters still in service in the town. While they are not the majority of the meters in service, below you will see a photo of what appears to be a Duncan model 60 which has not been in production since the middle of the last century and is housed in a Duncan-Miller housing which was produced from 1935 to the 1940's. The meter shown is located in the 300 block of Market St. If the meter has been certified by the weights and measures office, there is no visible certification sticker on the exterior. If a current sticker is posted on the interior, it is not visible due to the aged and oxidized dome. General condition and appearance of all existing meters is poor and unkempt. The neat and orderly appearance of the meters, poles and housings is important as it is a first impression of the parking public and visitors to the town of Bloomsburg, which has much to offer. The current condition of the existing meters delivers very poor curb appeal and effort should be taken to professionalize their appearance. Straightening and painting poles/housings and adding decorative sleeves to the poles can accomplish this at relatively low cost.

This completes Phase I reporting. A full report containing Phase I and II will follow.





Item		Price (\$USD) ¹
Mobile Payments for Parking	<ul style="list-style-type: none"> → iOS app → Android app → Text-to-park → Mobile-optimized web portal → Comprehensive revenue reporting in Client Portal → Signage/Decals 	Convenience Fee Paid by Parker \$0.25 per session
Passport Enforcement System	<ul style="list-style-type: none"> → OpsMan Mobile Application <ul style="list-style-type: none"> ◆ Real-time monitoring, scofflaw notifications, electronic chalking, and ticket issuance → Operator Management Software <ul style="list-style-type: none"> ◆ Back-office software for end-to-end citation management → Ongoing upgrades and enhancements → Custom-branded online payment portal 	Per Ticket Paid Fee: \$3.50 per ticket paid online only (paid by violator)
Delinquent Citation Noticing	<ul style="list-style-type: none"> → Automatic Notification Mailing → Registered Owner Lookups → Printed Materials → Postage 	Fee per Letter Sent: \$0.75 + postage
Software Licensing	<ul style="list-style-type: none"> → Platform-wide Software Licensing/Maintenance Fee 	Monthly: \$1,271.00
Implementation Fee	<ul style="list-style-type: none"> → One-time implementation fee 	One-Time \$12,000.00
Hardware (If needed)	<ul style="list-style-type: none"> → Zebra ZQ320 Bluetooth Printers <ul style="list-style-type: none"> ◆ Charger ◆ Battery ◆ Shoulder Strap ◆ 1 Roll of Paper → Estimated Paper Cost² 	Cost per Handheld: <i>(Passport recommends the City procure Androids separately from a local service provider for price and maintenance flexibility)</i> Cost per Printer estimate: \$600.00 <i>(Passport will provide 1 printer at no cost)</i> Custom Paper estimate: ~\$2,031.25 Annually

¹ Passport's pricing assumes purchase of all listed products and services and the scope as Passport currently understands it. Passport is open to negotiation should the structure change or vary. Passport reserves the right to update its pricing accordingly. This price proposal is valid up to 90 days from receipt.

² Based on 16,500 tickets ordered

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Payment Processing (parking sessions)		→ 2.7% + \$0.20 per transaction
Payment Processing (online ticket payments)		→ 2.7% + \$0.25 per transaction
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Service Delivery	Project Management	→ Dedicated Project Manager → Implementation Specialist → Project Plan → Detailed Discovery → Weekly Calls
	Configurations	→ Citation setup → Parking zone setup → Permit setup → Administrator role creation and setup
	Training	→ Passport Overview → Enforcement Introduction → Permits Introduction → OpsMan Mobile → Payment Portal (RMCPay & CMRPay) → Customer Support → Operator Management
	Integrations	→ Unlimited access to 40+ active integrations ³
	Client Support	→ Product Support Specialists for technical support → Client Success Representative

³ Passport continues to update and iterate its products and may develop alternative solutions to its integrations, which may cause the exact numbers listed above to change.

ORDER FORM

This Order Form (the "Order Form"), effective as of _____, is being entered into by and between Passport Labs, Inc. and Town of Bloomsburg, PA ("Customer") pursuant and subject to the Software License and Service Agreement (the "Agreement") entered into by the Parties as of _____. Upon execution, this Order Form shall be incorporated by reference in and subject to the Agreement. Capitalized terms used but not defined herein shall have the same meanings as set forth in the Agreement.

I. SUMMARY OF THE PRODUCTS AND SERVICES

This Order Form, together with any Product Specific Terms attached hereto and made a part hereof in Schedule 1 and the SOW attached hereto and made a part hereof as Schedule 2, contains the terms and conditions applicable to the Products and related services purchased pursuant to the Agreement.

PRODUCTS AND SERVICES	
Mobile Payment for Parking Platform ("MPP")	X
Custom-Branded MPP	
Citation Management Platform ("CMP")	X
Harvester	
Digital Permits for Parking Platform ("DPP")	
License Plate Recognition Platform ("LPR")	

II. FEES

A. Fees. The fees are as follows:

Products and Services	Fee(s)	Fee Type(s)
Mobile Payment for Parking ("MPP"):		
Per Transaction MPP Service and License Fee	\$0.25	Per Transaction ¹
Maximum Convenience Fee Passed through to Parking Customers	\$0.25	Per Transaction
Citation Management Platform ("CMP"):		
CMP Service and License Fee	\$3.50	Per Ticket Paid Online
Monthly Software Licensing Fee	\$1,271.00	Monthly
Cost Per Notification Letter Sent by Passport	\$0.75 plus applicable postage	Per Notification Letter
Merchant Services Fees & Gateway Fees	MPP: 2.7 % + \$0.15 . CMP: 2.7% + \$0.20	

¹ 1. An MPP "Transaction" is a single parking session lasting less than twenty-four (24) hours in duration.

	MPP: \$0.05 CMP: \$0.05
Implementation Fee (One-Time)	\$12,000.00

Zebra ZQ320 Bluetooth Printer	\$600 ea. (Passport will provide 1 printer at no cost to the Town)
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III. **BILLING INFORMATION**

Billing Contact Name:	Elise Hughes
Billing Email Address:	ehughes@bloomsburgpa.org
Billing Address:	301 East 2nd Street, Bloomsburg, Pennsylvania 17815, United States

IN WITNESS WHEREOF, Passport and Customer have each caused this Order Form to be executed by its duly authorized representatives.

Town of Bloomsburg, PA

Passport Labs, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE 1

MOBILE PAYMENT FOR PARKING

Services:

Passport will provide services and license software, including all web and mobile applications and related documentation necessary for Customer to operate a mobile payment for parking program ("MPP") which allows all parking customers in any parking facilities owned or managed by Customer (the "Premises") the ability to pay for parking using a smartphone application or mobile web application.

Equipment:

Passport will provide Customer an initial quantity of signs and decals consistent with Passport's marketing best practices at no charge to support the implementation of the MPP. Customer will be solely responsible for installing all signs and decals in the Premises. Additional signs and decals shall be charged at Passport's then-prevailing unit prices. Passport will provide a design file to allow Customer to print replacement signs and decals at no charge.

Ancillary Fees:

- a) Customer will pay a ten dollar (\$10) administrative fee in addition to sign and shipping costs per sign for any additional or replacement signs purchased through Passport.
- b) Customer will pay a one dollar (\$1) administrative fee in addition to decal and shipping costs per decal for any additional or replacement decals purchased through Passport.

Third Party Providers:

In order to expand the management data available to Customer and to improve access and the user experience for a broader group of individuals wishing to pay for parking and engage in related transactions via channels other than the MPP provided by Passport, Passport may, at its option, allow the use of third-party provider's (each a "Third Party Provider") interfaces for initiating parking transactions or to enhance the mobility experience, including any and all possible methods available to parkers to request the right to access and occupy a parking space or otherwise-denominated curb space for any period of time (in accordance with Customer's applicable rates, rules, ordinances, and regulations). Such interfaces will include, but not be limited to, in-dash vehicle systems, navigation systems (whether in-dash or smartphone-based), business intelligence solutions, and mobile payments for parking applications other than Passport's MPP (each an "Interface").

Should Passport exercise this option, such Third Party Provider(s) shall contract directly with Passport to establish the integrations necessary for Passport to facilitate all mobile payments for parking sessions and related transactions for the Third Party Provider(s) and its end users. The term "facilitate" includes, but is not limited to: (a) all tasks related to parking rights management, including the calculation of parking session prices, (b) the management of rates, rules, and restrictions and zones, spaces, or other units of parking or curbside inventory; (c) transactional reporting; (d) tasks related to transmission of parking rights data to parking enforcement systems and any data processing systems; (e) tasks related to refund issuance, parking rule management, reconciliation of funds, invoicing, and other administrative functions; and (f) all back-office management interfacing necessary to manage the foregoing and all other tasks necessary or desirable for Passport to effectively manage the issuance and processing of parking rights on behalf of City (the "Shared Services"). For parking transactions initiated via a Third Party Provider's Interface, payment processing must be conducted by Passport.

Notwithstanding anything to the contrary in the Agreement, Passport may share Operational Data with Third Party Providers to the extent necessary to enable the Shared Services. Customer acknowledges and agrees that a Third Party Provider may configure and control the feature set of its own Interface so long as it is capable of performing the functions required to interact with Passport's platform and execute parking transactions as designated in the scope of work. Customer further acknowledges and agrees that certain data received from Third Party Providers may be more limited than what Passport can provide to Customer as Customer's MPP provider and may need to be provided, if at all, on an aggregated and/or anonymized basis; Passport shall, however, use commercially reasonable efforts to supply such data as may be reasonably requested by Customer for its internal purposes.

To utilize the Shared Services, each Third Party Provider will be required to integrate with application programming interface endpoints provided by Passport, which cannot be accessed or utilized by such Third Party Provider prior to the execution of a standalone contract with Passport governing the access, use, pricing, disclosure, and governance of the Shared Services consistent with the foregoing paragraphs and as otherwise determined by Passport in its sole discretion.

CITATION MANAGEMENT PLATFORM

Services:

Passport will provide services and license all software, including all web and mobile applications and related documentation, necessary for Customer to operate the CMP, which allows Customer's parking enforcement officers in any or all parking facilities owned or managed by Customer the ability to issue parking citations that may be paid online through Passport's payment portal, as follows:

- a) Passport will provide an online payment portal through which parking violators may pay outstanding parking citations.
- b) After a number of days as mutually agreed upon by the Parties and reflected in the SOW, parking citations 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. The "Additional CMP Service and License Fee After Citation Amount Escalation" fees as indicated above shall be applicable to each citation starting with the first letter sent.
- c) Passport will send a second letter after a number of days as mutually agreed upon by the Parties after issuance for each applicable unpaid citation owner.

Equipment:

- a) Customer must purchase a sufficient number of Android-based handheld devices for each parking enforcement officer to have access to one device while conducting parking enforcement activities.
- b) Customer must maintain at its sole cost one (1) wireless data plan for each Android device.
- c) Customer must possess at least one (1) Bluetooth-enabled printer per Android device described above.
- d) If Customer chooses to purchase additional Bluetooth-enabled printers through Passport, the price will be quoted at the time of order.
- e) Customer shall be responsible for applying the necessary configurations to any Android-based handheld devices and any printers it purchases using specifications provided by Passport, provided, however, that Passport shall provide the initial configuration to any printers purchased through Passport
- f) In addition to the hardware unit costs, Customer will be responsible for paying all shipping costs and printer paper costs
- g) If Customer orders custom printer paper through Passport, Customer will be responsible for paying the costs of creating, printing, and shipping such custom paper plus a service fee to Passport; Passport is unable to provide estimated costs until specific details of Customer order have been confirmed due to the variable costs of Passport's third-party vendors.

SCHEDULE 2

SOFTWARE LICENSE AND SERVICE AGREEMENT

This Software License and Service Agreement is effective as of _____ (the "Effective Date") and entered into by and between Passport Labs, Inc., a Delaware corporation ("Passport"), and Town of Bloomsburg, PA ("Customer"). Passport and Customer are each a "Party" and collectively the "Parties." Passport is in the business of providing, and Customer desires to obtain from Passport, certain parking- or transit-related software, hardware, and/or related services. This Agreement establishes the master terms and conditions that will apply to Customer's purchase from Passport of the products and services under this Agreement and Passport's delivery of the same to Customer. In consideration of the mutual promises and covenants contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. DEFINITIONS.

For purposes of this Agreement, the following terms shall have the meaning set forth below (or as otherwise defined in the Agreement):

1.1. "Agreement" means this Software License and Service Agreement, the Product-Specific Terms, the Order Form(s), the Statement(s) of Work, and all other attachments, exhibits, and schedules hereto.

1.2. "Confidential Information" means all information of either Party ("Disclosing Party") which is disclosed to the other Party ("Receiving Party") pursuant or in relation to this Agreement (a) if in written form, that is marked "Confidential," "Proprietary," or with words of similar import; and (b) if in written form, but not marked "Confidential," "Proprietary," or with words of similar import, or if disclosed verbally that a reasonable person would regard such information as confidential under the circumstances of disclosure or in view of the nature of the information. Confidential Information includes, by way of illustration and not limitation, this Agreement, the Passport System and all components thereof, the Intellectual Property, and all non-public know-how, inventions, techniques, processes, algorithms, software programs, schematics, designs, contracts, customer lists, financial information, pricing information, marketing information, and product plans.

1.3. "Customer" is the entity specified in the preamble and includes any entity directly or indirectly controlling, controlled by, or under common control with Customer including, without limitation, any subsidiary, affiliate, or parent of Customer on the Effective Date of this Agreement.

1.4. "Documentation" means the technical documentation for the Passport System provided by Passport to Customer, including all updates and versions thereof, whether in the form of electronic or printed materials, magnetic media, or machine-readable format.

1.5. "End User" means any individual who uses any component of the Passport System to transact for any Product.

1.6. "Go-Live Date" means the date on which the Passport System, or any individual Product thereof if more than one Product is purchased under this Agreement, is launched and begins to be utilized by Customer.

1.7. "Initial Term" means a period of thirty-six (36) months from the Go-Live Date, unless otherwise indicated in an Order Form.

1.8. "Intellectual Property" means all tangible and intangible property of Passport or its third-party vendors provided to Customer pursuant to this Agreement that is embodied in or used in connection with the Passport System, including, without limitation, trade names, source code, trademarks, copyrights, patents, and trade secrets, and/or which is protected or is protectable under copyright, patent, trade secret, service mark, trademark, or other intellectual property laws and/or regulations.

1.9. "License Fees" means the fees owed to Passport in consideration of providing Customer the Passport System pursuant to this Agreement as memorialized in the Order Form or elsewhere in the Agreement.

1.10. "Licensed Hardware" means the Passport hardware and any Third Party Hardware as more particularly set forth in an Order Form.

1.11. "Licensed Software" means the Passport software and any Third Party Software as more particularly set forth in an Order Form.

1.12. "Order Form" means that certain form bearing the same caption on which the Products, Third Party Products, and any other software, hardware, products, or services ordered by Customer under this Agreement, among other things, are specified.

1.13. "Passport System" means collectively the Licensed Software, Licensed Hardware, Documentation, and any Third Party Products licensed or sold under this Agreement by Passport to Customer.

1.14. "Product" means any product offered by Passport, including a mobile payments for parking platform, a citation issuance and management platform, a digital permits platform, a mobile payments for transit platform, a micromobility management platform, and a unified platform for the management and distribution of parking rates and business rules, as well as any other product identified in an Order Form.

1.15. "Product-Specific Terms" means those separate legal terms appended to this Agreement that apply to each Product purchased by Customer under this Agreement.

1.16. "Renewal Term" means a period of twelve months following the Initial Term, unless otherwise indicated in an Order Form.

1.17. "Statement of Work" or "SOW" means a statement of work agreed upon by the parties with reference to each Product purchased under this Agreement and appended to this Agreement or to an Order Form. Any variation to a Statement of Work must be memorialized in a change order that is agreed upon and signed by the parties.

1.18. "Substantial Completion Date" means the date that Passport has completed configuring the Passport System, or any individual Product thereof if more than one Product is purchased under this Agreement, to the specifications as set forth in the applicable SOW and is ready to be launched and utilized by Customer. Passport will notify Customer when it has achieved the Substantial Completion Date for each Product.

1.19. "Term" means the Initial Term and any Renewal Term(s).

1.20. "Third Party Hardware" means the hardware (and any related software embedded in or distributed with the hardware by the manufacturer of such hardware) manufactured by third parties and resold and/or sublicensed by Passport to Customer.

1.21. "Third Party Products" means Third Party Hardware and Third Party Software.

1.22. "Third Party Software" means all software owned by third parties, sublicensed by Passport to Customer and integrated into or interfaced by Passport into the Passport System.

2. SERVICES

2.1. Performance. Passport shall perform the services and deliver the software and products under this Agreement in a competent, professional, and workmanlike manner consistent with industry practices. Passport will maintain all permits, certificates and licenses required by applicable law and Passport's employees performing the services will be qualified to perform the services and licensed as required. Passport will at all times during the Term be duly organized, validly existing and in good standing under the laws of the state of Delaware.

2.2. Order Forms. The Order Form shall set forth what Passport is to provide to Customer under this Agreement. To the extent Customer wishes to procure, and Passport wishes to provide, any additional products or services, the parties shall enter into one or more additional Order Forms as applicable that shall each form a part of and be subject to this Agreement.

2.3. Products. As of the Effective Date, Passport provides the Products (as defined above) in the marketplace (as well as related Third Party Products). Customer may request the addition of any Products and related services to the extent not provided by Passport to Customer as of the Effective Date and any additional software or platforms developed by Passport from and after the Effective Date, which shall be memorialized in a subsequent Order Form along with any additional terms (if applicable).

3. COMPLIANCE WITH LAW

3.1. In providing the services under this Agreement, Passport will comply at its sole cost and expense with all applicable federal, state, provincial, county, and municipal laws, statutes, rules, regulations and ordinances.

4. LICENSE; SERVICES

4.1. License Grant. Subject to the terms and conditions of this Agreement and all Third Party Software licenses, including, without limitation, the payment of all applicable License Fees, Passport hereby grants Customer a revocable, non-exclusive, nontransferable, non-subleaseable, and non-assignable license to use the Passport System during the Term for Customer's own internal operations in accordance with the terms of, and subject to the restrictions contained in, this Agreement.

4.2. License Restrictions. As a condition to the license set forth in Section 4.1, Customer shall not, directly, indirectly, alone, or with another person or entity (a) decompile, disassemble, interpret, reverse engineer, translate, or otherwise determine or attempt to determine any source code, algorithms, or underlying ideas of the Licensed Software or any portion thereof; (b) remove or modify any Passport or third-party markings, identification, copyright, or other notices from the Passport System; (c) sublicense, provide, lease, lend, pledge, use for timesharing or service bureau purposes, or allow others to use the Passport System to or for the benefit of third parties; (d) modify, change, incorporate into other software, create any databases other than as permitted herein, or create a derivative work of any part of the Licensed Software or Documentation; (e) disclose results of any performance information, analysis, or program benchmark tests without Passport's prior written consent; (f) make the Passport System, in whole or in part, available in any manner to any third party; (g) install or use the Passport System in any manner not in accordance with the license grant pursuant to Section 5.1; or (h) attempt to do any of the foregoing whether individually or with others.

4.3. No Other Licenses. Except as specifically granted in this Agreement, no license or other right is granted, either directly or indirectly, by implication or otherwise, to Customer, and all other rights are expressly reserved to Passport or its third-party vendors, as applicable.

5. THIRD PARTY PRODUCTS

5.1. The successful delivery of the Passport System may require that Customer use certain Third Party Products depending on Customer's operations, and, if so, Customer will be notified. Customer agrees to be bound to all licenses, obligations, restrictions, and limitations in connection with any Third Party Products. Excluding warranty of title to any Third Party Products, all other Third Party Product warranties, including, without limitation, warranties with respect to materials, workmanship, capability, and intellectual property rights are made by such manufacturers and not by Passport. Passport will use commercially reasonable efforts to pass through to Customer for Customer's benefit all end-user warranties that the Third Party Products vendor(s) provides directly to Passport. Customer will look solely to such vendors or manufacturers for all remedies under such warranties.

6. INTELLECTUAL PROPERTY

6.1. Ownership. Customer acknowledges and agrees that the Intellectual Property is exclusively owned by and reserved to Passport, or to Passport's Third Party Software or Third Party Hardware providers, as the case may be, and Passport or such Third Party Software or Third Party Hardware providers will retain all right, title, and interest in the Intellectual Property. Customer will neither acquire nor assert any ownership or other proprietary rights in the Intellectual Property or in any derivation, adaptation, or variation thereof (regardless of who creates the derivation, adaptation, or variation) except as otherwise explicitly set forth in this Agreement.

6.2. Feedback. Nothing in this Agreement or in the Parties' dealings arising out of or related to this Agreement will restrict Passport's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback (as defined below), without compensating or crediting Customer or the individual providing such Feedback, except to the limited extent that Section 21 (Confidentiality; Trade Secrets) governs Feedback that constitutes Customer's Confidential Information. Notwithstanding the provisions of Section 21 (Confidentiality; Trade Secrets), Customer may not designate Feedback as its Confidential Information to the extent that such Feedback relates to the Passport System. "Feedback" refers to any suggestion or idea for improving or otherwise modifying the Passport System.

7. **PRIVACY POLICY; TERMS OF USE**

7.1. End users' use of the Passport System shall at all times be governed by Passport's Privacy Policy, which can be viewed at <https://passportinc.com/privacy-policy/>, and Passport's Terms and Conditions, which can be viewed at <https://passportinc.com/terms-and-conditions/>. Passport's Privacy Policy and Terms and Conditions may be amended from time to time in Passport's sole discretion.

8. **SUPPORT SERVICES**

8.1. Customer Support. Passport will provide telephone and email support to Customer's staff Monday through Friday between 8:00 a.m. to 7:00 p.m. ET to address technical support issues. Passport will provide 24/7 after-hours telephone support. Passport can be contacted for support issues at:

- 980-939-0990 or via email at help@passportinc.com (Monday-Friday 8AM-7PM ET)
- 866.815.3043 or help247@passportinc.com (after-hours support)

8.2. End User Support. Customer shall provide initial support, including inquiries via telephone and email, for End Users. If Customer is unable to address End User inquiries, Customer may direct End Users to Passport's End User support team, which is available Monday through Saturday between the hours of 8:00 a.m. to 9:00 p.m. ET at 704-817-2500 or via email at support@passportinc.com. Customer should not display Passport's support phone numbers (or other direct contact information for Passport) on any marketing or signage visible by End User.

9. **PRODUCT UPDATES**

9.1. Updates. To the extent that Passport releases any system-wide improvements, modifications, updates, or enhanced versions of the Licensed Software during the Term, the improvements, modifications, updates, or enhanced versions will, when available, be provided to Customer at no charge and will automatically be subject to the terms of this Agreement.

9.2. New Features. Customer may request new features or functionality to be built into the Passport System, and, to the extent that Passport plans in its sole discretion to incorporate such requested new features or functionality into the Passport System, Passport will develop such features and functionality at no cost to Customer pursuant to Passport's development timeline. If Customer desires to expedite such development, Passport may, in its sole discretion, charge Customer an expedite fee to develop the requested features or functionality, provided, however, that Passport shall first notify Customer of the expedite fee and receive written approval from Customer to proceed. If Customer's requested features or functionality are created for Customer's use and Passport does not plan to incorporate such requested features into the Passport System, Passport may, in its sole discretion, charge Customer a custom development fee for the development of such features or functionality, provided again, however, that Passport shall first notify Customer of the custom development fee and receive written approval from Customer to proceed.

10. **UPTIME**

10.1. Passport will provide the Passport System with Uptime (as defined below) of at least ninety-nine percent (99.0%) calculated over a rolling six-month period ("Uptime Guarantee"). For any month during which the Passport System uptime drops below the Uptime Guarantee, Passport will provide a billing credit in an amount equal to the percentage difference between a) the lowest uptime reached at any point during the month (calculated on a rolling six month period) and b) the Uptime Guarantee, multiplied by the total fees payable to Passport for such

month. For example, if Uptime falls to ninety-five percent (95.0%) during a given month and if during that month the fees payable to Passport were one hundred dollars (\$100.00), Passport will issue a billing credit of four dollars (\$4.00). Uptime is defined as any period of time during which end users of the Passport System can use the Passport System, excluding any scheduled maintenance performed by Passport after hours or unavailability or impaired functionality of the Passport System due to causes outside of Passport's reasonable control (e.g., disruptions caused by Passport's hosting or payment processing partners).

11. FEES; PAYMENT

11.1. License Fees. In consideration for the licenses granted to Customer under this Agreement, Customer shall pay to Passport the License Fees.

11.2. Annual License Fees. For License Fees that are payable on an annual basis, as indicated in an Order Form, License Fees for the first year of the Term are due and payable upon the Effective Date and, thereafter, on the anniversary of the Effective Date for the duration of the Term.

11.3. Third Party Products Fees. Customer shall pay Passport all fees related to Third Party Products supplied to Customer under this Agreement as set forth in an Order Form (collectively, the "Third Party Product Fees"), if applicable. Fees for Third Party Products provided through Passport from and after the Effective Date may be subject to change based on the then-prevailing market rates of any Third Party Product provider for such products.

11.4. Implementation or Monthly Minimum Fees. Customer shall pay Passport the implementation fees or monthly minimum fees, if any, as set forth in an Order Form.

11.5. Fee Assumptions. Passport's License Fees, gateway services fees, and merchant services provider fees as set forth in this Agreement as of the Effective Date are conditioned upon certain underlying information pertaining to Customer's operations provided to Passport by Customer relating to transaction volume (e.g., number of mobile pay transactions, number of citations written, or number of parking permits purchased), transaction rates (e.g., hourly parking rates, citation rates, and permits rates), and average dollar amount of transactions as of the Effective Date, as well as card network fees in effect as of the Effective Date. To the extent there are non-trivial changes in any of the foregoing from and after the Effective Date, the License Fees, gateway services fees, and/or merchant services provider fees are subject to change to maintain, as closely as possible, the economic arrangement anticipated, or subsequently achieved, based on the information and card network fees in effect as of the Effective Date. Passport and Customer shall negotiate in good faith with respect to the same, provided, however, that Passport shall not be obligated to continue providing the Passport System if the Parties are unable to reach agreement on a revised fee structure.

11.6. Expenses. Customer shall reimburse Passport for any travel, lodging, and meal expenses incurred in connection with Passport's performance under this Agreement, which shall be invoiced as incurred.

11.7. Payment Terms. Unless otherwise indicated in an Order Form, all payments due to Passport hereunder are due and payable within thirty (30) days after the date of the invoice. Any amounts not timely paid shall bear interest at the rate of one and one-half percent (1.5%) per month from the due date or, if lower, the maximum rate permissible by law. If Customer fails to remit payment when due, Passport will have, in its sole discretion, the right to immediately suspend or terminate Customer's access to the Passport System in accordance with Section 17.2.1 and/or withhold funds in Passport's possession that would otherwise be remitted to Customer, in addition to any other remedies available to Passport under this Agreement or under law. Unless otherwise specified in an Order Form, all amounts payable to Passport hereunder are payable in full in United States Dollars without deduction or set off and shall be in addition to all tax obligations of Customer. If a currency other than the U.S. Dollar is specified in the Order Form, the exchange rate will be fixed at the foreign exchange rate published by the United States Federal Reserve on the date the remittance of payment is made or pursuant to a suitable commercially available service to the extent utilized by Passport in its sole discretion. If Customer requires remittance of funds by check or custom invoicing inconsistent with Passport's standard format, Passport reserves the right to assess reasonable additional fees that shall be communicated and agreed upon with Customer in advance.

12. CUSTOMER OBLIGATIONS.

In addition to the payment of fees as set forth above any other obligations of Customer set forth in this Agreement, Customer shall also be subject to the following covenants:

12.1. Customer shall use Passport as Customer's sole provider for the Products and services procured by Customer under this Agreement and any substantially similar products or services provided by other vendors that are capable of being provided by Passport.

12.2. Passport's pricing is conditioned on Customer's continuous use of the Passport System throughout the Term consistent with historical use of the Passport System or any predecessor system. Customer covenants that it will not, during the Term, take any action that would materially diminish or cease the use of the Passport System, except in the case of a termination pursuant to Section 17.2.

12.3. From and after the Effective Date, Customer shall cooperate reasonably and promptly with Passport, and devote sufficient personnel and resources, to support the configuration and implementation of the Passport System through and including the Substantial Completion Date and Go-Live Date, and thereafter as reasonably necessary to continue the ongoing operations and maintenance of the Passport System on behalf of Customer.

13. PAYMENT GATEWAY PROVIDER

13.1. Passport is a payment gateway provider and shall provide payment gateway services to Customer in connection with the Products delivered under the Passport System at the rates indicated in the Order Form.

14. MERCHANT SERVICES PROVIDER

14.1. Passport Labs, Inc. is a full-service Merchant Services Provider, meaning a service provider certified by the major card networks (Visa, Mastercard, Discover, and American Express) to process credit and debit card transactions. Passport maintains itself as the merchant of record and Merchant Services Provider in connection with the provision of the Passport system. Customer will be responsible for paying all transaction and processing fees as defined in the fee schedule. Passport may change or add fees and/or charges following a major network update that significantly impacts the merchant costs assumed by Passport and will communicate applicable updates through Passport's Service Delivery Process. Upon notice of changes, such fees and/or charges shall be immediately payable by Customer when assessed by Passport. Should additional fees or charges be deemed commercially unreasonable, Customer has the option to terminate this Agreement within fifteen (15) days of notice of change in fees by providing written notice to Passport.

15. TAXES

15.1. To the extent applicable, Customer agrees to pay all taxes levied by a duly constituted taxing authority against or upon the products and services provided pursuant to this Agreement, or arising out of this Agreement (excluding, however, taxes based on Passport's income) regardless of whether such taxes become due or payable at the time of delivery or use of the Passport System or subsequent thereto. Customer agrees to pay any tax for which it is responsible hereunder which may be levied on or assessed against Customer directly, and, if any such tax is paid by Passport, to reimburse Passport therefore, upon receipt of proof of payment by Passport. Customer agrees to indemnify, defend, and hold Passport harmless with respect to all taxes or duties which any federal, state, or local taxing authority requires Passport to pay on behalf of Customer.

16. SHIPMENT AND DELIVERY

16.1. If any Third Party Products are purchased by Customer under this Agreement, Passport will deliver the same FOB shipping point for delivery to the installation site designated by Customer. Customer agrees to pay all reasonable delivery charges for the Third Party Products. Delivery schedules may not be canceled, postponed, or changed without Passport's prior written consent. Unless otherwise expressly stated, shipments shall be separately invoiced and paid as billed without regard to subsequent deliveries. Failure to timely pay Passport any monies due or owing Passport shall excuse Passport from making further deliveries, in addition to any other remedies

to which Passport is entitled under this Agreement. Title to and risk of loss in the Third Party Products shall pass to Customer when the delivery carrier takes possession of the Third Party Products.

17. TERM AND TERMINATION

17.1. Term. This Agreement is effective as of the Effective Date and shall remain effective for as long as there is an active Order Form, unless sooner terminated pursuant to Section 17.2 below. Upon expiration of the Initial Term of an Order Form, the Order Form shall automatically renew for successive Renewal Terms on the same terms and conditions, unless either Party notifies the other in writing not less than ninety (90) calendar days prior to the expiration date of the Initial Term or the applicable Renewal Term of its intent not to renew.

17.2. Termination. The following termination rights are in addition to any rights provided elsewhere in this Agreement and are without prejudice to any other right or remedy available to Passport or Customer at law or in equity:

17.2.1. Passport may terminate this Agreement and all licenses granted hereunder upon notice to Customer in the event that Customer fails to make full payment when due of any amount required to be paid by Customer under this Agreement within ten (10) calendar days of Passport's written notice of such failure to pay.

17.2.2. This Agreement may be terminated by either Party upon thirty (30) calendar days' prior written notice to the other Party in the event of a material breach of a material provision of this Agreement, provided, however, that the termination shall not be effective if, during the thirty (30) day notice period, or such other cure period as mutually agreed upon by the Parties, the breaching Party cures the breach.

17.3. Effect of Termination. Upon expiration or termination of this Agreement for any reason, (a) any licenses granted to Customer and all rights of Customer in and to the Passport System will immediately terminate; (b) Customer shall immediately cease using the Passport System; (c) Customer shall return to Passport any Licensed Hardware which Customer has not obtained title to as of such expiration or termination, and (d) all monies paid or due or owing to Passport by Customer up to such cancellation, completion, expiration, or termination shall be deemed non-refundable. Customer shall make payment on Passport's final invoice as set forth in Section 11.7. Passport will provide commercially reasonable assistance to Customer to enable the transition of the services to a successor vendor, if requested by Customer, provided first, however, that Customer has remitted to Passport all outstanding balances.

18. WARRANTIES.

18.1. Passport Warranties.

18.1.1. Passport warrants that it has full power and authority to license the Passport System to Customer as provided herein without the consent of any other person, or, in the event such consent is required, Passport has obtained said consent.

18.1.2. Passport warrants that the unmodified Passport System will operate in accordance with its specifications. Under this warranty, Passport will correct any errors in the unmodified Passport System at no extra charge to Customer. The foregoing warranty shall not apply to Third Party Products.

18.1.3. Passport further represents and warrants that (a) it has the full power and authority to enter into this Agreement and to carry out its obligations under this Agreement; (b) this Agreement shall be the legal, valid, and binding obligation of Passport, enforceable against it in accordance with the terms hereof; (c) the execution and performance of this Agreement will not violate any federal, state, or local statute, rule, or regulation or any other contractual obligation of Passport, and (d) the person signing this Agreement on behalf of Passport is authorized to bind Passport to this Agreement.

18.2. Customer Warranties.

Customer represents and warrants that (a) it has the full power and authority to enter into this Agreement and to carry out its obligations under this Agreement; (b) this Agreement shall be the legal, valid, and binding

obligation of Customer, enforceable against it in accordance with the terms hereof; (c) the execution and performance of this Agreement will not violate any federal, state, or local statute, rule, or regulation or any other contractual obligation of Customer, and (d) the person signing this Agreement on behalf of Customer is authorized to bind Customer to this Agreement.

19. DISCLAIMERS

19.1. GENERAL. EXCEPT AS EXPLICITLY SET FORTH IN THIS AGREEMENT, PASSPORT EXPRESSLY DISCLAIMS, AND CUSTOMER HEREBY EXPRESSLY WAIVES, ALL WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE, SUITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. PASSPORT DOES NOT WARRANT AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS THAT THE PASSPORT SYSTEM WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE PASSPORT SYSTEM AND/OR ITS USE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT EVERY DEFECT IN THE PASSPORT SYSTEM WILL BE CORRECTED. THE PASSPORT SYSTEM IS EXPRESSLY PROVIDED "AS IS."

19.2. THIRD PARTY SOFTWARE AND THIRD PARTY HARDWARE DISCLAIMER. PASSPORT MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO THE THIRD PARTY SOFTWARE AND AS TO THE THIRD PARTY HARDWARE INCLUDING, WITHOUT LIMITATION, AS TO QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ALL OTHER WARRANTIES OR REPRESENTATIONS WITH RESPECT TO ANY THIRD PARTY SOFTWARE OR THIRD PARTY HARDWARE ARE HEREBY EXPRESSLY DISCLAIMED. THIRD PARTY SOFTWARE OR THIRD PARTY HARDWARE PROVIDED UNDER THIS AGREEMENT ARE EXPRESSLY PROVIDED "AS IS."

19.3. EXCLUSIONS. Notwithstanding any other provisions of this Agreement to the contrary, the limited warranties provided in this Agreement shall not apply to nonconformities, errors, or defects of any goods or services provided by Passport pursuant to this Agreement or any amendments thereto due to any of the following: (a) Customer misuse of the Passport System; (b) Customer modification of the Licensed Software; (c) Customer failure to utilize compatible computer and networking hardware and software or to install updated or enhanced versions of the Licensed Software provided by Passport; or (d) interaction with software or hardware not provided by Passport.

20. LIMITATION OF LIABILITY

20.1. IN NO EVENT SHALL PASSPORT'S LIABILITY ARISING OUT OF THIS AGREEMENT EXCEED THE AMOUNT OF ALL FEES ACTUALLY PAID BY CUSTOMER TO PASSPORT PURSUANT TO THIS AGREEMENT DURING THE SIX (6) MONTH PERIOD ENDING ON THE DATE OF THE EVENT GIVING RISE TO SUCH LIABILITY. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, COST OF COVER, PUNITIVE, OR EXEMPLARY DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING OUT OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, LOSS OF REVENUE, OR LOSS OF ANTICIPATED PROFITS, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (A) TO CUSTOMER'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT; OR (B) IN THE EVENT OF A BREACH OF THE PARTIES' CONFIDENTIALITY OBLIGATIONS CONTAINED IN THIS AGREEMENT.

20.2. PASSPORT AND CUSTOMER EACH ACKNOWLEDGE THAT THE PROVISIONS OF THIS AGREEMENT WERE NEGOTIATED TO REFLECT AN INFORMED, VOLUNTARY ALLOCATION BETWEEN THEM OF ALL RISKS (BOTH KNOWN AND UNKNOWN) ASSOCIATED WITH THE TRANSACTIONS CONTEMPLATED HEREUNDER. THE PROVISIONS OF THIS SECTION SHALL BE ENFORCEABLE INDEPENDENT OF AND SEVERABLE FROM ANY OTHER PROVISION OF THIS AGREEMENT.

21. CONFIDENTIALITY; TRADE SECRETS.

21.1. Obligations. Each Party will maintain in strict confidence all Confidential Information of the Disclosing Party. The Receiving Party will not disclose or grant use of the Disclosing Party's Confidential Information to any third party except to the Receiving Party's employees and other representatives who have a need to know such Confidential Information or as expressly authorized by the Disclosing Party in writing. The Receiving Party will not use the Disclosing Party's Confidential Information except as authorized by this Agreement. The Receiving Party will use at least the same standard of care to protect the Confidential Information of the Disclosing Party as it uses to protect its own confidential information of a similar nature, but in no event with less than reasonable care. The Receiving Party will cause each employee or other representative to whom the Receiving Party discloses the Confidential Information to be bound by an obligation of confidentiality that is at least as rigorous as the obligations contained in this Agreement. The Receiving Party will promptly notify the Disclosing Party upon discovery of any unauthorized use or disclosure of the Disclosing Party's Confidential Information. Unless otherwise set forth herein, upon the expiration or termination of this Agreement for any reason, or upon the request of the Disclosing Party, the Receiving Party shall promptly return to the Disclosing Party (or, at the Receiving Party's option, destroy) all of the Disclosing Party's Confidential Information and shall promptly certify in writing that it has done so; provided, however, that the Receiving Party shall not be obligated to return or destroy any Confidential Information stored in archival or back-up files for which return or destruction is not reasonably practicable or any Confidential Information that must be retained for as long as necessary for purposes of audit, compliance, dispute resolution, or record retention pursuant to this Agreement.

21.2. Exceptions. The foregoing obligations of confidentiality shall not apply to any information that the Receiving Party can show is or was: (a) already known to the Receiving Party at the time of disclosure without obligation of confidentiality; (b) independently developed by the Receiving Party without use of or access to the Confidential Information of the Disclosing Party; (c) approved for disclosure by the Disclosing Party beforehand and in writing; (d) in the public domain without breach of this Agreement; or (e) lawfully received by the Receiving Party from a third party without obligation of confidentiality.

21.3. Permitted Disclosures. Nothing in this Section shall be construed to prohibit either Party from disclosing the Confidential Information of the other Party to the extent that such disclosure is required by applicable law or order of a court or other governmental agency, including pursuant to any open records law, open meetings law, or any other local public disclosure law applicable to Customer; provided, however, that the Receiving Party shall promptly notify the Disclosing Party in writing of such requirement and shall cooperate with the Disclosing Party to minimize the scope of any such disclosure and to obtain a protective or similar order.

21.4. Trade Secrets. Customer hereby acknowledges that the Passport System and its components, whether provided by Passport or its third-party vendors or licensors, constitute trade secrets of Passport and/or its third party-vendors or licensors, and as such are protected by civil and criminal law, are very valuable to Passport and/or its third-party vendors or licensors, and that their use must be carefully and continuously controlled. Customer agrees to notify Passport immediately of the unauthorized possession, use, or knowledge of any item supplied under this Agreement by any person or organization not authorized by this Agreement to have such possession, use, or knowledge. Customer will promptly furnish Passport full details of such possession, use, or knowledge and will cooperate fully with Passport in any litigation against third parties reasonably deemed necessary by Passport to protect its proprietary rights.

21.5. No Adequate Remedy. In the event of a breach of this Section 21, the parties agree that the Disclosing Party may not have an adequate remedy at law, in money, or damages and, accordingly, shall be entitled to seek an injunction against such breach without posting a bond, in addition to any other remedies at law or in equity.

22. DATA RIGHTS.

This Section shall govern the rights of Passport and Customer, as the case may be, with respect to the data that is subject to this Agreement. Passport will, by provisions in its Privacy Policy or otherwise, procure from such end users all such lawful consents and rights necessary to grant to Customer the rights in such data as stated in this Section. Passport's Privacy Policy, as it may be amended from time to time in Passport's sole discretion, can be viewed at <https://www.passportinc.com/privacy-policy>.

22.1. Operational Data. Operational Data is data specific to Customer's operation that is provided by Customer to Passport to be used in the configuration and provision of the Passport System for Customer's use. Operational Data is specific to Customer's operation, which is not available to Passport publicly or by other means. Operational Data may include, but is not limited to, zone information, rate information, operational schedules, business metrics, business rules, parking and other inventory and assets, and relevant details of partner agreements. In each case, Operational Data may refer to past, present, or future states of such items. Operational Data is the sole and exclusive property of Customer. Customer grants Passport a perpetual, irrevocable, royalty-free, and non-exclusive license to Operational Data.

22.2. PCI-DSS Information. Payment Card Industry-Data Security Standard Information ("PCI-DSS Information") consists of the following items, each as defined by the then-current Payment Card Industry Data Security Standards ("PCI-DSS"): Account Data; Cardholder Data; Primary Account Number; and Sensitive Authentication Data. Passport acquires a license or sublicense to the PCI-DSS Information from end users who share such data with Passport in connection with their use of the Software. In providing the services under this Agreement, Passport will maintain Payment Card Industry – Data Security Standard certification and secure PCI-DSS Information in accordance with PCI-DSS. As such, Passport may not grant Customer derivative rights to such PCI-DSS Information and Passport shall not be required to disclose such PCI-DSS Information to Customer.

22.3. Personal Identifiable Information. Personal identifiable information ("PII") is any representation of information that permits the identity of an individual to whom the information applies to be reasonably determined or inferred by either direct or indirect means. Name, address, social security number, telephone number, or email address directly identify individuals. Certain data elements—including gender, race, birth date, geographic indicator (such as zip code or postal code), and other descriptors—can be used in conjunction or with other data elements to indirectly identify individuals.

22.4. Activity Data. Activity Data is any data generated in the providing of services under this Agreement by Passport to Customer and by end users' interactions with the services or with Passport directly that is not otherwise PCI-DSS information or PII as defined above. Activity Data may include, but is not limited to, user interaction data, geolocation data, opt-in/opt-out status (including compliance logs), purchase and session data, application diagnostic data, service performance data, and support data. Data that is derived from Activity Data is also Activity Data. Activity Data is the sole and exclusive property of Passport. Passport grants Customer an irrevocable, royalty-free, non-exclusive, non-assignable, and nontransferable license to Activity Data for the Term to the extent and in the format that Passport chooses in its sole discretion to expose such Activity Data through its administrative portal or as otherwise agreed upon with Customer and only for Customer's internal use in connection with the services provided under this agreement.

23. PUBLICITY; USE OF NAMES AND MARKS.

Subject to the provisions of Section 21 (Confidentiality; Trade Secrets), the parties will have the right to publicly disclose that Passport is Customer's provider of the Passport System as set forth herein by means of, by way of illustration and not limitation, news releases, public announcements, or other forms of publicity. Passport may use the name or marks of Customer, or reference the fact that Customer is a client of Passport, for business development purposes, as part of a portfolio or work, or in an illustrative list of clients.

24. DISPUTE RESOLUTION

24.1. Negotiation. If a dispute arises between or among Passport and Customer arising out of or concerning the meaning or interpretation of this Agreement or the terms or performance of this Agreement (collectively, a "Dispute"), Passport and Customer shall first attempt to settle such Dispute through good faith discussions and negotiations among principals of each Party authorized to bind each Party.

24.2. Venue; Jurisdiction. Any action or proceeding directly or indirectly arising out of a dispute will be settled exclusively in Mecklenburg County in the state of North Carolina and the parties expressly submit to and consent that the courts and authorities of the state of North Carolina will have exclusive jurisdiction over any such litigation. The parties hereby consent to service, jurisdiction, and venue of such courts for any litigation.

24.3. Governing Law. This Agreement, and any Disputes arising hereunder, shall be governed, interpreted, construed, and enforced in all respects in accordance with the laws of the State of North Carolina, excluding its conflict of laws rules.

25. GENERAL PROVISIONS.

25.1. Complete Agreement. This Agreement is intended as the complete, final, and exclusive statement of the terms of the agreement between the parties regarding the subject matter hereof and supersedes all other prior or contemporaneous agreements or understandings, whether written or oral, between them relating to the subject matter hereof. No amendment to, or modification of, this Agreement shall be binding unless in writing and signed by a duly authorized representative of both parties. Each Party expressly acknowledges that there are no warranties, representations, covenants, or understandings of any kind, manner, or description whatsoever by either Party to the other except as expressly set forth in this Agreement.

25.2. No Waiver. Failure by either Party to insist upon or enforce strict performance of any provision of this Agreement or to exercise any rights or remedies under this Agreement will not be construed or deemed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provisions, rights, or remedies in that or any other instance; rather, the same will be and will remain in full force and effect. Any waiver by either Party of its rights under this Agreement must be in writing and signed by a duly authorized representative of the waiving Party.

25.3. Assignment. This Agreement and all of its provisions will be binding upon and inure to the benefit of the parties and their respective permitted successors and assignees. Neither Passport nor Customer may assign any rights, interests, or obligations hereunder without prior written consent of the other Party, provided, however, that Passport may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this agreement. Any purported assignment in violation of this section shall be void and of no effect.

25.4. Construction. The language of all parts of this Agreement will in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either of the parties. Headings of paragraphs herein are for convenience of reference only and are without substantive significance. No rule of law that requires that any part of the Agreement be construed against the Party drafting the language will be used in interpreting this Agreement.

25.5. Severability. In the event that any provision of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable, (a) the Parties shall amend the pertinent provision(s) to reflect as nearly as possible the original intentions of the Parties, and (b) the remaining terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect.

25.6. Relationship of Parties. The Parties expressly understand and agree that each Party is an independent contractor in the performance of each and every part of this Agreement and is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith. Further, neither Party, by virtue of this Agreement, will have any right, power, or authority to act or create any obligation, expressed or implied, on behalf of the other Party.

25.7. No Third Party Beneficiaries. This Agreement is made for the benefit of Passport and Customer and not for the benefit of any third parties.

25.8. Notices. All notices or other communications required or permitted to be made or given hereunder by one Party to the other Party shall be in writing and shall be deemed to have been given: (a) when hand delivered; (b) on the third (3rd) business day after the day of deposit in the United States mail when sent by certified mail, postage prepaid and return receipt requested; or (c) on the next business day after the day of deposit with reputable overnight delivery service. Such notices shall be sent to the address set forth below, or at such other addresses as may hereafter be furnished in writing by either Party to the other Party specifically as the Party's replacement address for notice under this Agreement.

If to Passport:

Passport Labs, Inc.
128 S. Tryon St., Suite 1000
Charlotte, NC 28202
Fax: (888) 804-1783
sales@passportinc.com
Attn: CRO

With a hard copy to General Counsel
and by email to
legal@passportinc.com

If to Customer:

Town of Bloomsburg, PA
301 East 2nd Street, Bloomsburg, Pennsylvania
17815, United States
ehughes@bloomsburgpa.org

Attn: Elise Hughes

25.9. Force Majeure. If the performance of this Agreement or of any obligation hereunder is interfered with by reason of any circumstances beyond the reasonable control of the Party affected, including, by way of illustration and not limitation, fire, explosion, power failure, acts of God, war, revolution, epidemic, pandemic, or other public health concern, civil commotion, acts of public enemies, cybersecurity incident, any law, order, regulation, ordinance, executive order, or requirement of any government or legal body, delays or omissions attributable to third-party vendors, suppliers, or integration partners, or labor unrest, including, without limitation, strikes, slowdowns, picketing, or boycotts, then the Party affected shall be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such Party's obligations are contingent on the performance so interfered with); provided that the Party so affected shall use reasonable efforts to remove such causes of nonperformance.

25.10. Survival of Obligations. All rights and obligations of the parties under this Agreement, including, without limitation, those contained in the confidentiality provisions herein, which by their nature would continue beyond the termination or expiration of this Agreement, shall survive termination or expiration of this Agreement and shall remain in full force and effect between the parties.

25.11. Counterparts. This Agreement may be executed in several counterparts, each of which when executed and delivered shall be deemed an original and each of which alone and all of which together shall constitute one and the same instrument. Facsimile signatures (or signatures in a .pdf or similar copy of the original) or electronic signatures shall be treated as original signatures for the purpose of enforcing this Agreement. Any signature delivered by a Party by facsimile transmission or electronic delivery shall be deemed to be an original signature hereto.

[signature page follows]

IN WITNESS WHEREOF, each Party hereto, intending to be legally bound hereby, has caused its duly authorized representative to execute this Agreement and bind such Party effective as of the Effective Date.

Town of Bloomsburg, PA

Passport Labs, Inc.

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Handling Suspicious Mail

- Examine unopened envelopes and packages and look for suspicious features.
- Handle incoming mail in a designated separate mailroom.
- Wash your hands after mail is opened.
- Restrict mailroom access to authorized persons.

Receiving Suspect Packages

- Remain calm.
- Do not open the package or letter.
- Do not shake or empty the contents of a suspicious package or envelope.
- Do not carry the package or envelope, show it to others or allow others to examine it.
- Put the package or envelope on a stable surface; do not sniff, touch, taste, or look closely at it or any contents that may have spilled.
- Do not touch your eyes, nose or other body parts.
- Shut off window air conditioning units and fans.
- Isolate the package and secure the room by shutting all doors and windows.
- Thoroughly wash hands with soap and water.
- If in or near a federal facility, contact the Federal Protective Service by calling 1-877-4FPS-411.
- Report to supervisor and call 911.
- Advise fellow co-workers to avoid the area.
- Don't leave the area until told to by responding officers.
- Ensure that all persons who have touched the letter wash their hands with soap and water.
- Make a list of all persons who touched the letter or package and who were in the area when the letter was opened.
- After examination of package, shower with soap and water.

Features of Suspect Mail

- Excessive postage, no postage, or non-canceled postage
- No return address or fictitious return address
- Improper spelling of names, titles or locations
- Unexpected envelopes from foreign countries
- Suspicious or threatening messages written on packages
- Postmark with different location than return address
- Distorted handwriting or cut-and-paste lettering
- Unprofessionally wrapped packages or excessive use of tape, strings, or other wrapping
- Packages marked "Fragile: Handle with Care," "Rush: Do Not Delay," "Personal" or "Confidential"
- Rigid, uneven, irregular, or lopsided packages
- Packages discolored, oily or with an unusual odor
- Packages with soft spots, bulges, or excessive weight
- Protruding wires or aluminum foil