

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: Streets

BRIEF DESCRIPTION:

Authorizing the Director of Transportation to execute Contract No. SFMTA 2025-84-LOC with Arcadis U.S., Inc. and Contract No. SFMTA 2025-85-LOC with ParkMobile, LLC for Mobile Parking Payment Systems and related Services for a total amount not to exceed \$8.37 million per agreement; each with a term of four years, with an option to extend that term for up to two additional years.

SUMMARY:

- The current agreement for mobile parking payment services with PayByPhone Technologies, Inc. will expire June 30, 2025. On July 11, 2024, SFMTA released a Request for Proposals No. SFMTA-2024-12-LOC (RFP) to procure mobile parking payment services. The RFP stated that contracts will be awarded to the two highest-ranking proposers.
- Increasing the number of vendors accomplishes the following: 1) Provides built-in competition for users that will encourage high-level customer service and support; 2) Provides redundancy in case of vendor service interruption; and 3) Supports continued growth in mobile payment usage.
- The current agreement's transaction expenses have been absorbed by the SFMTA since 2015. On April 15, 2025, the SFMTA Board of Directors approved issuing, based on vendor practices and recommendation from the Treasurer Tax Collectors Office, a \$0.10 Mobile Parking Payment Convenience Fee, paid by customers, to offset the per transaction fee.
- The new agreements will assess a \$0.35 per transaction fee to be paid by the SFMTA. To continue ensuring that these fees are cost neutral to the SFMTA, staff recommends continuing to offset the per transaction fee by raising the Mobile Parking Payment Convenience Fee to from \$0.10 to \$0.35. A resolution to accomplish this will be brought forward at the next meeting of the SFMTA Board of Directors.

ENCLOSURES:

1. SFMTAB Resolution
2. Arcadis U.S., Inc. and ParkMobile, LLC Agreements

APPROVALS:

		DATE
DIRECTOR	<u>Julie Kirschbaum</u>	<u>May 15, 2025</u>
SECRETARY	<u>[Signature]</u>	<u>May 15, 2025</u>

ASSIGNED SFMTAB CALENDAR DATE: May 20, 2025

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PURPOSE

Authorizing the Director of Transportation to execute Contract No. SFMTA 2025-84-LOC with Arcadis U.S., Inc. and Contract No. SFMTA 2025-85-LOC with ParkMobile, LLC for Mobile Parking Payment Systems and related Services for a total amount not to exceed \$8.37 million per agreement; each with a term of four years, with an option to extend that term for up to two additional years.

STRATEGIC PLAN GOALS AND TRANSIT FIRST POLICY PRINCIPLES

This action will support the following SFMTA Strategic Plan Goal:
#10: Position the agency for financial success.

This action will support the following Transit First Policy Principles:
#1: To ensure quality of life and economic health in San Francisco, the primary objective of the transportation system must be the safe and efficient movement of people and goods.

DESCRIPTION

The SFMTA currently manages 26,000 metered parking spaces for both the Agency and the Port of San Francisco. Approximately 12,000 spaces are managed by single-space meters in pay-by-space mode, and the other 14,000 spaces are managed by approximately 2,650 multi-space paystations in pay-by-license-plate mode. The public has options to pay for metered parking by coin, credit/debit card, and since 2011, through a mobile parking phone application. The current agreement with vendor PayByPhone Technologies, Inc., which began in 2015, will expire June 30, 2025.

In Fiscal Year 2024-2025, mobile payment transactions averaged 500,000 per month, or six million transactions per year. Since Fiscal Year 2015-2016, the share of total revenue from mobile parking payments has grown from 12% to 37% citywide and is expected to keep growing as mobile payments become more popular for all types of goods and services.

Adoption Percentage History as a Ration of Total Meter Revenue

Fiscal Year	Adoption %
2015-2016	12%
2016-2017	13%
2017-2018	14%
2018-2019	17%
2019-2020	19%
2020-2021	19%
2021-2022	20%
2022-2023	28%
2023-2024	34%
2024-2025*	37%

**estimated through May 1,2025*

Fiscal Year	Transaction costs paid by SFMTA
2015-2016	\$94,469
2016-2017	\$105,405
2017-2018	\$119,327
2018-2019	\$130,648
2019-2020	\$111,930
2020-2021	\$109,351
2021-2022	\$139,983
2022-2023	\$177,137
2023-2024	\$511,704
2024-2025*	\$515,205*

**As of May 1, 2025*

Request for Proposals Process

On July 11, 2024, SFMTA released Request for Proposals No. SFMTA-2024-12-LOC (RFP) for this procurement. The RFP stated that contracts would be awarded to the two highest-ranking proposers. Mobile parking payment users would have the option of paying through either vendor at all SFMTA meters.

The purpose of awarding two contracts is to:

- Provide built-in competition for users that will encourage high-level customer service and support;
- Provide redundance in case of vendor service interruption; and
- Support continued growth in mobile payment usage.

Eight vendors submitted proposals that met the minimum requirements of the RFP as listed below:

- A minimum of three years of experience, beginning no later than January 2021, providing mobile parking payment services for paid on-street metered parking for a minimum of 5,000 parking spaces.
- A minimum of two current, ongoing and in good standing mobile parking payment contracts with any two municipalities in the United States or Canada.

The ranking of the proposers by the evaluation panel was:

Firm	Final Score (1,100 points)
1. Arcadis U.S., Inc.	931.88
2. ParkMobile, LLC	931.63

Firm	Final Score (1,100 points)
3. Flowbird America Inc.	854.88
4. HonkMobile USA Ltd.	798.38
5. Passport Labs, Inc.	796.13
6. PayByPhone US Inc.	769.00
7. IPS Group, Inc.	660.75
8. Mobile Smart City Corp	536.63

Per Transaction Fee and Mobile Parking Payment Convenience Fee

The current agreement’s per transaction fees have been absorbed by the SFMTA since 2015. On April 15, 2025, based on vendor practices and a recommendation from the Treasurer Tax Collectors Office, the SFMTA Board approved establishing a \$0.10 Mobile Parking Payment Convenience Fee, paid by customers, to offset the current \$0.10 per transaction fee. The fee will go into effect May 20, 2025.

Based on Mobile Parking Payment Convenience Fees in similar markets, SFMTA staff determined that \$0.35 is reasonable and consistent with the industry standard. Examples of similar fees in other jurisdictions are below:

Jurisdiction	Fee
Fresno, CA	\$0.49
Fort Worth, TX	\$0.45
Philadelphia, PA	\$0.40
New Orleans, LA	\$0.35
New York City, NY	\$0.35
Sacramento	\$0.35
San Francisco	\$0.35
Oakland, CA	\$0.30
Houston, CA	\$0.25
Los Angeles, CA	\$0.25
Minneapolis, MN	\$0.25

A Transportation Code modification to increase the Mobile Parking Payment Convenience Fee from \$0.10 to \$0.35 is necessary to continue offsetting the per transaction fee, paid by the SFMTA to the vendor, with an equivalent Mobile Parking Payment Convenience Fee, paid by the customer to the SFMTA. Offsetting the two fees is necessary due to the Treasurer Tax Collector’s current policy that the City remain the merchant of record for credit card payments. The Transportation Code modification will be brought to the SFMTA Board for consideration on June 3, 2025.

STAKEHOLDER ENGAGEMENT

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SFMTA’s Enforcement, Information Technology, Parking and Curb Management, Finance teams, and associated parking and enforcement vendors who provide integrated services were consulted to ensure the best possible customer experience for solicited mobile parking payment. As noted above, the mobile parking payment industry has established the Mobile Parking Payment Convenience Fee as a way to lessen costs to agencies providing the payment application to customers, and the Office of the Treasurer & Tax Collector (TTX) recommended establishing the fee for the same reason.

ALTERNATIVES CONSIDERED

Two alternatives were considered to the two-vendor option plan:

- Not providing the mobile payment option: This would be counteractive to the Agency’s goal to provide the public multiple payment options that also include coin and credit/debit card, depending on their needs and preferences. In addition, this option gives customers a way to pay for parking without having to walk to a parking meter or paystation to initiate payment. Therefore, this alternative was rejected.
- The alternative to continue using only one provider was also rejected in order to allow the SFMTA to compare services between vendors and develop the best practices for future procurements and, should one vendor have an interruption in service, there will be another mobile parking payment service available.

FUNDING IMPACT

As shown in the table below, the not-to-exceed amount for six years of the potential six-year contract term for each contract is \$8.37 million. The total cost to provide mobile parking services, including both contracts and optional services, is \$16.7 million. If the Mobile Payment Parking Convenience Fee is paid by the customer, as is proposed, the net cost to the agency \$1.6 million or 10% of the cost to provide mobile parking services.

Category	FY25-26 (\$M)	FY26-27 (\$M)	FY27-28 (\$M)	FY28-29 (\$M)	FY29-30 (\$M)	FY30-31 (\$M)	Total (\$M)
Arcadis Contract Not To Exceed Amount	\$1.1	\$1.1	\$1.2	\$1.3	\$1.4	\$1.5	\$7.5
ParkMobile Contract Not to Exceed Amount	\$1.1	\$1.1	\$1.2	\$1.3	\$1.4	\$1.5	\$7.5
Optional Services (for both contracts)	\$0.2	\$0.3	\$0.2	\$0.3	\$0.3	\$0.3	\$1.7
Total Program Cost	\$2.6	\$2.7	\$2.9	\$3.1	\$3.5	\$3.6	\$16.7
Mobile Parking Payment Convenience Fee	(\$2.1)	(\$2.2)	(\$2.4)	(\$2.6)	(\$2.9)	(\$3.0)	(\$15.1)
Program Financial Impact	\$0.5	\$0.6	\$0.5	\$0.6	\$0.6	\$0.7	\$1.6

ENVIRONMENTAL REVIEW

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On May 5, 2025, the SFMTA, under authority delegated by the Planning Department, determined that this proposal is not a “project” under the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations Sections 15060(c) and 15378(b).

A copy of the CEQA determination is on file with the Secretary to the SFMTA Board of Directors and is incorporated herein by reference.

APPROVALS

On May 5, 2025, the Civil Service Commission approved Personnel Services Contract (PSC) request No. DHRPSC0005177 v 0.01 for \$16,740,000, in connection with these two agreements.

The City’s Contract Monitoring Division granted a waiver of the Local Business Enterprise requirements due to the fact that specialized services under this solicitation do not offer LBE subcontracting opportunities.

The City Attorney’s Office has reviewed this item.

The SFMTA’s Contract Compliance Office has reviewed this item.

RECOMMENDATION

To authorize the Director of Transportation to execute Contract No. SFMTA 2025-84-LOC with Arcadis U.S., Inc. and Contract No. SFMTA 2025-85-LOC with ParkMobile, LLC for mobile parking payment systems and related services for a total amount not to exceed \$8.37 million per agreement; each with a term of four years, with an option to extend that term for up to two additional years.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

WHEREAS, The SFMTA currently manages 26,000 metered parking spaces for both the Agency and the Port of San Francisco; 12,000 spaces are managed through single-spaced meters in pay-by-space mode and 14,000 spaces are managed by multi-space paystations using pay-by-license mode; and,

WHEREAS, In Fiscal Year 2024-2025, transaction amounts averaged 500,000 transactions per month, or six million transactions per year; since Fiscal Year 2015-2016, the share of total revenue from mobile parking payments has grown from 12% to 37% and is expected to keep growing as mobile payments become more popular for all types of goods and services; and,

WHEREAS, On July 11, 2024, the SFMTA released Request for Proposals No. SFMTA-2024-12-LOC for this procurement; eight vendors submitted proposals, and the two highest-ranked proposers were Arcadis U.S., Inc. and ParkMobile, LLC; and,

WHEREAS, Increasing the number of vendors provides built-in competition for users that will encourage high-level customer service and support, provides redundancy in case of vendor service interruption and supports continued growth in mobile payment usage; and,

WHEREAS, The current agreement's per transaction fees have been absorbed by the SFMTA since 2015. On April 15, 2025, based on vendor practices and a recommendation from the Treasurer Tax Collectors Office, the SFMTA Board of Directors approved establishing a \$0.10 Mobile Parking Payment Convenience Fee, to be paid by customers, to offset the current \$0.10 per transaction fee; and,

WHEREAS, A Transportation Code modification to increase the Mobile Parking Payment Convenience Fee from \$0.10 to \$0.35 is necessary to continue offsetting the per transaction fee, paid by the SFMTA to the vendor, with an equivalent Mobile Parking Payment Convenience Fee, paid by the customer to the SFMTA; and,

WHEREAS, On May 5, 2025 the SFMTA, under authority delegated by the Planning Department, determined that this proposal is not a "project" under the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations Sections 15060(c) and 15378(b); and,

WHEREAS, a copy of the CEQA determination is on file with the Secretary to the SFMTA Board of Directors and is incorporated herein by reference; now, therefore, be it

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors authorizes the Director of Transportation to execute Contract No. SFMTA 2025-84-LOC with Arcadis U.S., Inc. and Contract No. 2025-85-LOC with ParkMobile, LLC for mobile parking payment systems and related services for an amount not to exceed \$8.37 million per agreement, and with each agreement having a four-year term with two one-year extensions.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of May 20, 2025.

Secretary to the Board of Directors
San Francisco Municipal Transportation Agency

**City and County of San Francisco
Municipal Transportation Agency
One South Van Ness Ave., 7th Floor
San Francisco, California 94103**

**SOFTWARE AS A SERVICE AGREEMENT
BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AND**

Arcadis US Inc.

**MOBILE PARKING PAYMENT APPLICATION AND
RELATED SERVICES**

Contract No. SFMTA-2025-84-LOC

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**City and County of San Francisco
Municipal Transportation Agency
One South Van Ness Ave., 7th Floor
San Francisco, California 94103**

SOFTWARE AS A SERVICE AGREEMENT

BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AND

Arcadis U.S. Inc.

Contract No. SFMTA-2025-84-LOC

This Agreement is made as of _____, in the City and County of San Francisco (City), State of California, by and between Arcadis U.S. Inc. (Contractor), and City, a municipal corporation, acting by and through its Municipal Transportation Agency (SFMTA).

Recitals

A. The SFMTA wishes to procure Mobile Parking Payment Smartphone Application and related support Services for Parking Meter Payment.

B. This Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through a Request for Proposals (RFP) No. SFMTA-2024-12-LOC issued on July 11, 2024, pursuant to which City selected Contractor as one of the two highest-qualified scorers.

C. There is no Local Business Enterprise (LBE) subcontracting participation requirement for this Agreement.

D. Contractor represents and warrants that it is qualified to provide the Software as a Service (SaaS) Application and perform the Services required by City as set forth under this Agreement.

E. The City's Civil Service Commission approved Contract number DHRPSC0005177 on May 5, 2025.

Now, THEREFORE, the Parties agree as follows:

Article 1 Definitions

The following definitions apply to this Agreement. Where any word or phrase defined below, or a pronoun in place of the word or phrase, is used in any part of this Agreement, it shall have the meaning set forth below:

1.1 “Acceptance” means notice from the City to Contractor that the SaaS Application meets the specifications and requirements contained in the Documentation and Appendices. City’s Acceptance shall be governed by the procedures set forth in Section 4.3.

1.2 “Acceptance Period” means the period allocated by City to test the SaaS Application to determine whether it conforms to the applicable specifications and, if appropriate, properly operates in the defined operating environment, is capable of running on a repetitive basis, and is otherwise in compliance with the service level obligations without failure.

1.3 “Agreement” or “Contract” means this contract document, including all attached Appendices, any future amendments, and all applicable City Ordinances and Mandatory City Requirements which are specifically incorporated into this Agreement by reference as provided herein.

1.4 “Appendices” means the appendices listed in Article 15 Appendices herein.

1.5 “Authorized User” means a person authorized by City to access the City’s Portal and use the SaaS Application, including any City employee, contractor, or agent, or any other individual or entity authorized by City.

1.6 “Back-Up Environment” means Contractor’s back-up Data Center for the SaaS Services.

1.7 “Background Material” means any material or information, including hardware, operating systems, equipment, software, documentation, models, drawings, specifications, interfaces, connections, algorithms, links, websites, databases, data, reports, plans, designs, methodologies and processes, of a party or its third party licensors which: (a) exist on the Effective Date; or (b) are created, written or otherwise brought into existence after the Effective Date, but independently and not pursuant to this Agreement.

1.8 “Business Hours” means 6:00am-6:00pm U.S. Pacific Time.

1.9 “CCO” means the SFMTA Contract Compliance Office.

1.10 “City” or “the City” means the City and County of San Francisco, a municipal corporation, acting by and through its Municipal Transportation Agency.

1.11 “City Data” or “Data” means all data given to the Contractor by the City in the performance of this Agreement. Such data is fully described in Attachment 2 Meter Inventory and Policy API and Attachment 3 Special Events API to Appendix A Scope of Work of this Agreement. In addition, it means the data generated as a result of the City’s parking customers utilizing the Contractor’s services under this Agreement and fully described in Attachment 1 Real-Time Revenue Feed to Appendix A Scope of Work of this Agreement.

1.12 “City Portal” means an electronic gateway to a secure entry point via Contractor’s Website that allows City and its Authorized Users to log in to an area where they can view and download information or request assistance regarding the SaaS Application and Services.

1.13 “CMD” means the Contract Monitoring Division of the City.

1.14 “Confidential Information” means confidential City information, including, but not limited to, personal identifiable information (PII), protected health information (PHI), or individual financial information (collectively, “Proprietary or Confidential Information”) that is subject to local, state or federal laws restricting the use and disclosure of such information. These laws include, but are not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act/California Consumer Privacy Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M). Confidential Information includes, without limitation, City Data.

1.15 “Contractor” or “Consultant” means Arcadis U.S. Inc, 100 Montgomery St, Suite 300, San Francisco, CA 94104.

1.16 “Contractor Confidential Information” means any and all confidential, proprietary, or non-public information disclosed by Contractor to the City, including, but not limited to, trade secrets, financial information, business plans, strategies, forecasts, customer lists, pricing, software, algorithms, inventions, product designs, specifications, technical data, know-how, processes, and any other information that, by its nature or under the circumstances of its disclosure, ought to be treated as confidential. Contractor Confidential Information does not include information that (a) is or becomes publicly known through no wrongful act of the City; (b) is rightfully received by the City from a third party without breach of any obligation of confidentiality; (c) is independently developed by the City without use of or reference to Contractor Confidential Information; (d) is disclosed with the prior written consent of the Contractor; or (e) City Data.

1.17 “Contractor Project Manager” means the individual specified by Contractor pursuant to Section 4.2.1 hereof, as the Project Manager authorized to administer this Agreement on Contractor’s behalf.

1.18 “Contractor’s Website” means the Website that provides an Authorized User access to the SaaS Application Services.

1.19 “Data Breach” means any access, destruction, loss, theft, use, modification or disclosure of City Data by an unauthorized party or that is in violation of the Agreement terms and/or applicable local, state or federal law.

1.20 “Data Center(s)” means a physical location within the United States where Contractor (or its subcontractor(s)) houses and operates the hardware (including computers, computer servers, routers, and other related equipment and devices) on which Contractor (or its subcontractor(s)) hosts via the Internet the SaaS Application and City Data pursuant to this Agreement.

1.21 “Day” (whether or not capitalized) means a calendar day, unless otherwise indicated.

1.22 “Deliverables” excludes the Contractor’s product but includes means Contractor’s (or its subcontractor(s)) work product, including any partially-completed work product and related materials, resulting from the Services provided by Contractor to City during the course of Contractor’s performance of the Agreement, including without limitation, the work product described in the “Detailed Scope of Services,” attached as Appendix A.

1.23 “Deliverable Data” means Project Data that is identified in Appendix A, and required to be delivered to the City.

1.24 “Director” means the Director of Transportation of the SFMTA or his or her designee.

1.25 “Disabling Code” means computer instructions or programs, subroutines, code, instructions, data or functions (including but not limited to viruses, worms, date bombs or time bombs) including but not limited to other programs, data storage, computer libraries and programs that self-replicate without manual intervention, instructions programmed to activate at a predetermined time or upon a specified event, and/or programs purporting to do a meaningful function but designed for a different function, that alter, destroy, inhibit, damage, interrupt, interfere with or hinder the operation of the City’s access to the SaaS Services through Contractor’s Website and/or Authorized User's processing environment, the system in which it resides, or any other software or data on such system or any other system with which it is capable of communicating.

1.26 “Documentation” means technical publications provided by Contractor to City relating to use of the SaaS Application, such as reference, administrative, maintenance, and programmer manuals.

1.27 “Effective Date” means the date upon which the City’s Controller certifies the availability of funds for this Agreement as provided in Section 3.1.

1.28 “End User” means an Authorized User who accesses Contractor’s Website and uses the SaaS Application and Services.

1.29 “Internet” means that certain global network of computers and devices commonly referred to as the “internet,” including, without limitation, the World Wide Web.

1.30 “Mandatory City Requirements” means those City laws set forth in the San Francisco Municipal Code, including the duly authorized rules, regulations, and guidelines implementing such laws that impose specific duties and obligations upon Contractor.

1.31 “Mobile Parking Payment (MBP) Service or System” means Mobile parking payment system and support services provided by the contracted firm that enables the public to pay for parking in metered areas under the jurisdiction of the City and County of San Francisco, including SFMTA and the Port of San Francisco.

1.32 “Open Source Software” means software with either freely obtainable source code, a license for modification, or permission for free distribution.

1.33 “Party” and “Parties” means the City and Contractor, either collectively or individually.

1.34 “Performance Credit” means credit due to City by Contractor with regard to Contractor’s service level obligations in Appendix D Service Level Obligations.

1.35 “Personal Identifiable Information (PII)” means any information about an individual, including information that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that can reasonably be linked to an individual, such as medical, educational, financial, and employment information.

1.36 “Precedence” means that, notwithstanding the terms of any other document executed by the Parties as a part of this Agreement, the terms of this Agreement shall control over any discrepancy, inconsistency, gap, ambiguity, or conflicting terms set forth in any other Contractor pre-printed document.

1.37 “Preexisting Data” means data possessed or owned by each Party that exists prior to the Agreement start date

1.38 “Project Data” means data that is first produced in the performance of this Agreement.

1.39 “Purchase Order” means the written order issued by the City notifying the Contractor of the Effective Date.

1.40 “SaaS Application/SaaS Software/Software” mean the licensed and hosted computer program and associated documentation, as listed in this Agreement and Appendices, and any modification or Upgrades or modifications to the program(s), residing in Contractor’s servers that provides the SaaS Services that may be accessed by Authorized Users through the Internet. The SaaS Application may include Contractor provided Third-Party Software. All Software, revisions and versions provided by Contractor shall be subject to the terms and conditions of this Agreement, including any amendments thereto.

1.41 “SaaS Application Patch” means an update to the SaaS Application comprised of code inserted (or patched) into the code of the SaaS Application, and which may be installed as a temporary fix between full releases of a SaaS Application Revision or SaaS Application Version. Such a patch may address a variety of issues including without limitation fixing a Software bug, installing new drivers, addressing new security vulnerabilities, addressing software stability issues, and upgrading the Software. SaaS Application Patches are included in the annual payments made by City to Contractor for the SaaS Services under this Agreement.

1.42 “SaaS Implementation and Training Services” means the services by which Contractor will implement all necessary Software configurations and modules necessary to make the SaaS Application available and accessible to City.

1.43 “SaaS Issue” means a problem with the SaaS Services identified by the City that requires a response by Contractor to resolve.

1.44 “SaaS Maintenance Services” means the activities to investigate, resolve SaaS Application and Services issues and correct product bugs arising from the use of the SaaS Application and Services in a manner consistent with the published specifications and functional requirements defined during implementation.

1.45 “SaaS Services” means the Services performed by Contractor to host the SaaS Application to provide the functionality listed in the Documentation.

1.46 “SaaS Severity Level” means a designation of the effect of a SaaS Issue on the City. The severity of a SaaS Issue is initially defined by the City and confirmed by Contractor.

Until the SaaS Issue has been resolved, the Severity Level may be raised or lowered based on Contractor's analysis of impact to business.

1.47 “SaaS Software Error” means any failure of SaaS Software to conform in all material respects to the requirements of this Agreement or Contractor's published specifications.

1.48 “SaaS Software Error Correction” means either a modification or addition that, when made or added to the SaaS Software, brings the SaaS Software into material conformity with the published specifications, or a procedure or routine that, when observed in the regular operation of the SaaS Software, avoids the practical adverse effect of such nonconformity.

1.49 “SaaS Software Revision” means an update to the current SaaS Software Version of the SaaS Software code that consists of minor enhancements to existing features and code corrections. SaaS Software Revisions are provided and included with the annual service payments made by City to Contractor for the SaaS Service.

1.50 “SaaS Software Version” means the base or core version of the SaaS Software that contains significant new features and significant fixes and is available to the City. SaaS Software Versions may occur as the SaaS Software architecture changes or as new technologies are developed. The nomenclature used for updates and upgrades consists of major, minor, build, and fix and these correspond to the following digit locations of a release, a,b,c,d, an example of which would be NCC 7.4.1.3, where the 7 refers to the major release, the 4 refers to the minor release, the 1 refers to the build, and the 3 refers to a fix. All SaaS Software Versions are provided and included as part of this Agreement upon request or approval from City for the upgrade.

1.51 “San Francisco Municipal Transportation Agency,” “SFMTA” or “Agency” means the agency of City with jurisdiction over surface transportation in San Francisco, as provided under Article VIIIA of the City's Charter.

1.52 “Scheduled SaaS Maintenance” means the time (in minutes) during the month, as measured by Contractor, in which access to the SaaS Services is scheduled to be unavailable for use by the City due to planned system maintenance and major version upgrades.

1.53 “Scope of Work,” and “SOW” means all requirements listed in Appendix A.

1.54 “Services” means the work performed by Contractor under this Agreement as specifically described in the "Scope of Work" attached as Appendix A, including all services, labor, supervision, materials, equipment, actions and other requirements to be performed and furnished by Contractor under this Agreement.

1.55 “SFMTA Project Manager” means the individual specified by the SFMTA pursuant to Section 4.2.1 hereof, as the Project Manager authorized to administer this Agreement on the City’s behalf.

1.56 “Successor Service Provider” means a new service provider, if any, selected by City in the event the SaaS Services are terminated under this Agreement.

1.57 “System Integrations” means requirements listed in Appendix A SOW Section IV.

1.58 “Transition Services” means that assistance reasonably requested by City to effect the orderly transition of the SaaS Services, in whole or in part, to City or to Successor Service Provider.

Article 2 Term of the Agreement

2.1 Term. The term of this Agreement shall commence on the Effective Date and expire four years from the Effective Date, unless earlier terminated as otherwise provided herein.

2.2 Options to Renew. The City has two options to renew the Agreement for a period of one year each. The City may extend this Agreement beyond the expiration date by exercising an option at the Director of Transportation’s sole and absolute discretion and by modifying this Agreement as provided in Section 11.6 Modification of this Agreement. Extensions may be for the whole or partial period provided for above.

Article 3 Financial Matters

3.1 Certification of Funds; Budget and Fiscal Provisions.

3.1.1 Termination in the Event of Non-Appropriation. This Agreement is subject to the budget and fiscal provisions of Section 3.105 of the City’s Charter. Charges will accrue only after prior written authorization certified by the Controller in the form of a Purchase Order, and the amount of City’s obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor’s assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

3.1.2 Maximum Costs. The City's payment obligation to Contractor cannot at any time exceed the amount certified by City's Controller for the purpose and period stated in such certification. Absent an authorized emergency per the City Charter or applicable Code, no City representative is authorized to offer or promise, nor is the City required to honor, any offered or promised payments to Contractor under this Agreement in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Parties having modified this Agreement as provided in Section 11.6 (Modification of this Agreement).

3.2 Authorization to Commence Work. Contractor shall not commence any work under this Agreement until City has issued formal written authorization to proceed, such as a purchase order, task order or notice to proceed. Such authorization may be for a partial or full scope of work.

3.3 Compensation

3.3.1 Calculation of Charges and Contract Not to Exceed . The amount of this Agreement shall not exceed **Eight Million Three Hundred Seventy Thousand Dollars (\$8,370,000)**, the breakdown of which appears in Appendix C Calculation of Charges. In no event shall the City be liable for interest or late charges for any late payments. The City will not honor minimum service order charges for any Services covered by this Agreement.

(a) Payment Based on Transaction Fees. Contractor's compensation shall be based solely on transaction fees at a rate of \$0.35 per transaction. Subject to the SFMTA's discretion, Contractor may be granted the option to increase the Transaction Fee amount by \$0.02 on each odd-year anniversary (Contract Year 3 and Year 5) of the execution of the Agreement, including optional extension years. Compensation for services rendered pursuant to Appendix A, except for Marketing services described in Section II.f. shall be made in monthly payments for work that the City, in its reasonable discretion, concludes has been performed as of the 1st day of the immediately following month (e.g. January 2026 MPP transactions count will be finalized on February 1, 2026 and so on).

(b) Payment for Marketing Services. Contractor's compensation for Marketing services described in Appendix A Section II.f., if any, shall be based on Contractor's submission of quotes for marketing services recommended, and subject to SFMTA's written approval.

3.3.2 Payment Limited to Satisfactory Services. Contractor is not entitled to any payments from City until the SFMTA approves Services delivered. Payments to Contractor by City shall not excuse Contractor from its obligation to replace the unsatisfactory Services even if the unsatisfactory character was apparent or could have been detected at the time such payment was made. Non-conforming Services may be rejected by City and in such case must be replaced by Contractor without delay at no cost to City.

3.3.3 Withhold Payments. If Contractor fails to provide the Services in accordance with Contractor's obligations under this Agreement, the City may withhold any and all payments due to Contractor until such failure to perform is cured, and Contractor shall not stop work as a result of the City's withholding of payments as provided herein.

3.3.4 Invoice Format. Invoices submitted by Contractor under this Agreement must be in a form acceptable to the City's Controller and the SFMTA and include a unique invoice number and a specific invoice date. City Payments shall be made by the City as specified in Section 3.3.7, or in such alternate manner as the Parties have mutually agreed upon in writing. All invoices must show the PeopleSoft Purchase Order ID Number, PeopleSoft Supplier Name and ID, number of transactions, number of transactions multiplied by the \$0.35 rate (or by the \$0.37 or \$0.39 rates as applicable pursuant to Section 3.3.2), Item numbers (if applicable), complete description of Services performed, sales/use tax (if applicable), contract payment terms, and contract price. Invoices that do not include all required information or contain inaccurate information will not be processed for payment.

3.3.5 Payment Terms.

(a) **Payment Due Date:** Unless the SFMTA notifies the Contractor that a dispute exists, Payment shall be made within 30 Days, measured from (1) the rendering of the Services or (2) the date of receipt of the invoice, whichever is later. Payment is deemed to be made on the date the City issued a check to Contractor or, if Contractor has agreed to electronic payment, the date the City has posted electronic payment to Contractor.

(b) **Reserved. (Payment Discount Terms)**

(c) No additional charge shall accrue against City in the event City does not make payment within any time specified by Contractor.

3.3.6 LBE Payment and Utilization Tracking System. Contractor shall pay LBE subcontractors within three business days as provided under Chapter 14B.7(H)(9). Within ten business days of the SFMTA's payment of an invoice, Contractor shall confirm that all subcontractors have been paid via the B2GNow System (<https://sfmta.diversitycompliance.com/>) unless instructed otherwise by CMD. Failure to submit all required payment information to the

City's Financial System with each payment request may result in the withholding of 20% of the payment due.

3.3.7 Getting Paid by the City for Services

(a) The City utilizes a commercial product through its banking partner to pay City contractors electronically. Contractors shall sign up to receive electronic payments to be paid under this Agreement. To sign up for electronic payments, visit [SF City Partner at sfgov.org](https://sfcitypartner.sfgov.org).

(b) At the option of the City, Contractor may be required to submit invoices directly in the City's financial and procurement system. Refer to <https://sfcitypartner.sfgov.org/pages/training.aspx> for more information.

3.3.8 Reserved. (Grant Funded Contracts)

3.4 Audit and Inspection of Records. Contractor agrees to maintain and make available to the City, during Business Hours, accurate books and accounting records relating to its Services. Contractor will permit City to audit, examine and make copies of such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any Federal agency having an interest in the subject matter of this Agreement shall have the same rights as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

3.5 Submitting False Claims. The full text of San Francisco Administrative Code Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Any contractor or subcontractor who submits a false claim shall be liable to the City for the statutory penalties set forth in that section.

3.6 Reserved. (Payment of Prevailing Wages)

Article 4 SaaS Services and Resources

4.1 SaaS Licensed Software. Subject to the terms and conditions of this Agreement, Contractor grants City and Authorized Users a renewable, irrevocable, non-exclusive, royalty-free, and worldwide license to access, display, and execute the SaaS Application and SaaS Services during the Term of this Agreement and any renewals thereof, if any.

4.1.1 Click-Wrap Disclaimer. No “click to accept” agreement that may be required for the City and/or Authorized Users’ access to the SaaS Services or Contractor’s Website and no terms of use, terms of service or privacy policy referenced therein or conditioned for use of the SaaS Services or Contractor’s Website shall apply. Only the provisions of this Agreement as amended from time to time shall apply to City and/or Authorized Users for access thereto and use thereof. The Parties acknowledge that City and/or each Authorized User may be required to click “Accept” as a condition of access to the SaaS Services through the Contractor’s Website, but the provisions of such “click to accept” agreement and other terms (including terms of use, terms of service and privacy policy) contained or referenced therein shall be null and void for City and/or each such Authorized User. The foregoing does not apply to the City’s own click-wrap agreements in the event the City chooses to have Contractor include terms of use, terms or service, privacy policies, or similar requirements drafted and approved by the City.

4.1.2 SaaS Application Title. City acknowledges that title to each SaaS Application and SaaS Services shall at all times remain with Contractor, and that City has no rights in the SaaS Application or SaaS Services except those expressly granted by this Agreement.

4.1.3 Authorized APIs. City shall be permitted to access and use Contractor’s SaaS Application Program Interfaces (APIs) when commercially available to develop and modify, as necessary, macros and user interfaces for use with any existing or future City systems and infrastructure for internal use only. For purposes of this Agreement, such development shall be deemed an authorized modification but will not be supported by Contractor unless provided for in this Agreement. Functionality and compatibility of City-developed macros will be sole responsibility of City. Any such macros or user interfaces developed by City shall become the property of City. All flat-file exchanges will be over an encrypted file transport service (ftps/vsftpd/scp/sftp) to a secure private ftp site.

4.1.4 Proprietary Markings. City agrees not to remove or destroy any proprietary markings or proprietary legends placed upon or contained within the SaaS Application or any related materials or Documentation.

4.2 Project Managers; Services Contractor Agrees to Perform.

4.2.1 Project Managers. Contractor and SFMTA shall each designate a Project Manager, who shall be accessible by telephone throughout the duration of the Agreement and shall be available 9 a.m. to 5 p.m. Pacific Time, Monday through Friday, excluding City-designated holidays. These hours may be adjusted by mutual agreement between the SFMTA and Contractor. Contractor shall use its best efforts to maintain the same Project Manager throughout the duration of the Agreement. However, if Contractor needs to replace its Project Manager, Contractor shall provide the SFMTA with written notice thereof at least 45 Days prior to the date the Project Manager shall be replaced. Notwithstanding the foregoing, Contractor

will have the right to appoint temporary Project Managers in connection with short term unavailability, sick leave or reasonable vacations. Contractor shall notify the SFMTA in advance of any such temporary appointments. The SFMTA may require Contractor to replace its Project Manager, by giving Contractor notification thereof and the SFMTA's objective reasons therefor.

Contractor's Project Manager: John Blackmore
Head of Product, HotSpot
515 Beaverbrook Court
Fredericton, NB E3B 1X6
Canada
john.blackmore@arcadis.com
506-471-5354

SFMTA's Project Manager: Lorraine Fuqua
Manager, On-Street Parking Services Contracts
San Francisco Municipal Transportation Agency
1 South Van Ness Avenue
San Francisco, CA 94103
Lorraine.Fuqua@sfmta.com

4.2.2 Services Contractor Agrees to Perform. Contractor shall perform all of the services set forth in Appendix A Scope of Work, Appendix B SaaS Application and Hosted Services, and the following described in Sections 4.2.2(a) through (d). Officers and employees of City are not authorized to request and City is not required to compensate Contractor for services beyond those stated.

(a) SaaS Development, Third-Party Integration, and Data Migration. Contractor shall configure and modify Contractor's SaaS to meet the technical and functionality requirements stated in Appendix A Scope of Work and Appendix B SaaS Application and Hosted Services.

(b) Maintenance and Support. Contractor shall provide Maintenance/Support in accordance with Appendix B SaaS Application & Hosting Services. Maintenance and Support Services include the provision of upgrades and a service desk, during the term of this Agreement for the SaaS Application(s).

(c) Hosting. Contractor shall provide hosting in accordance with Appendix B, including the following:

(i) Hosting Infrastructure. Contractor shall provide all hosting infrastructure, including, but not limited to, hardware, software and other equipment, at Contractor's hosting site as required to provide hosting and deliver the SaaS Application and Services.

(ii) **Security.** Contractor shall ensure that all electronic transmission or exchange of City Data will be encrypted using current industry standards. Contractor shall also ensure that all data exchanged shall be used expressly and solely for the purposes stated in the Agreement. City Data shall not be distributed, repurposed, or shared across other applications, environments, or business units of Contractor not involved in administration of this Agreement, unless otherwise permitted in this Agreement. Remote access to view City Data by Contractor for technical support purposes from outside the United States may be required for the Contractor to provide services under this Agreement as long as City Data remains hosted solely on hardware residing on Data Centers located in the United States and no City Data is downloaded to or stored on any hardware residing on Data Centers not residing in the United States.

(iii) **Access.** Contractor shall provide Authorized Users 24/7 access to the SaaS Application(s).

(iv) **Disaster Recovery and Business Continuity.** Contractor shall provide Disaster Recovery Services and assist with Business Continuity as described in Section 14.4 and Appendix E.

(d) **Service Level Obligations.** Contractor shall comply with the support (24/7 service desk) and Service Level Obligations described in Appendix D.

4.3 Systems Integrations; Acceptance Testing; Document Delivery; Training.

4.3.1 Contractor will have a maximum of six months from Contract award date to complete the development of required System Integrations immediately followed by six weeks of testing. After development and testing process is completed, Contractor must successfully demonstrate the systems integrations described here. A production or staging environment must be used for demonstration and verification. Updates that affect System Integrations shall be subject to the six-week testing period as well. If Contractor fails to successfully demonstrate completed integration types within the allocated timeframe, the contract shall be terminated.

- (a) SFMTA parking data warehouse
 - (i) Real-time revenue feed
 - (ii) Meter inventory and policy API
 - (iii) Special events API
 - (iv) Weekly revenue reconciliation

- (b) Enforcement handheld software
 - (i) Pay-by-Space (PbS)
 - (ii) Pay-by-License-Plate (PbLP)
 - (iii) Block-level status
 - (iv) Last chance lookup by space and license plate
- (c) License Plate Recognition Camera system/software
 - (i) PbLP zone payment information
 - (ii) Individual license plate status
 - (iii) Last chance lookup by license plate
- (d) Parking meter hardware/backend system for visual indication and license plate enforcement
 - (i) PbS environment: paid parking space status and parking session duration
 - (ii) PbLP environment: license plate paid status and parking session duration
- (e) Credit/debit card merchant processing

4.3.2 After the SFMTA has obtained access to the SaaS Application and Services, and subsequent to each SaaS Software version upgrade, revision and patch as further outlined in Appendix B, the SFMTA and Contractor shall conduct user acceptance testing as outlined in Appendices A and B, as the case may be, to verify that the SaaS Application and Services substantially conform to the specifications and the SFMTA's requirements contained therein. In the event that the SFMTA determines that the SaaS Services do not meet such specifications, the SFMTA shall notify Contractor in writing, and Contractor shall modify or correct the SaaS Services so that it satisfies the Acceptance criteria. The date of Acceptance will be that date upon which the SFMTA provides Contractor with written notice of satisfactory completion of Acceptance testing. If the SFMTA notifies Contractor after the Acceptance Testing Period that the SaaS Services do not meet the Acceptance criteria outlined in Appendices A and B, as the case may be, then the SFMTA shall be entitled to terminate this Agreement in accordance with the procedures specified in Article 8 herein, and shall be entitled to a full refund of any fees paid as part of this Agreement prior to termination.

4.3.3 Document Delivery. Contractor will deliver completed Documentation in electronic format for the SaaS Application and Services at the time it gives the SFMTA access to the SaaS Application and Services. The Documentation will accurately and completely describe the functions and features of the SaaS Application and Services, including all subsequent revisions thereto. The Documentation shall be understandable by a typical end user and shall provide Authorized Users with sufficient instruction such that an Authorized User can become self-reliant with respect to access and use of the SaaS Application and Services. The SFMTA shall have the right to make any number of additional copies of the Documentation at no additional charge. The SFMTA may withhold its issuance of the notice of final Acceptance until the SFMTA receives the completed Documentation.

4.4 Qualified Personnel. Contractor represents and warrants that it is qualified to perform the Services required by the SFMTA, and that all Services will be performed by competent personnel with the degree of skill and care required by current and sound professional procedures and practices under the supervision of, and in the employment of, Contractor (or Contractor's authorized subcontractors) to perform the Services. Contractor will comply with the SFMTA's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at the SFMTA's request, must be supervised by Contractor. Contractor shall commit adequate resources to allow timely completion within the project schedule specified in this Agreement.

4.5 Subcontracting.

4.5.1 Contractor may subcontract portions of the Services only upon prior written approval of the SFMTA, save that prior written consent is not required if the Contractor subcontracts portions of the Services to other legal entities within the Arcadis group of legal entities. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Services. All subcontracts must incorporate the terms of Article 10 (Additional Requirements Incorporated by Reference), unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void.

4.5.2 City's execution of this Agreement constitutes its approval of the subcontractors listed below.

Artemia
Bay Print Solutions
Datawazo
Languages in Motion Ltd
Stripe

4.6 Independent Contractor; Payment of Employment Taxes and Other Expenses.

4.6.1 Independent Contractor. For the purposes of this Section 4.6, “Contractor” shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that, at all times, Contractor is an independent contractor and is wholly responsible for the manner and means by which it performs the Services and work required under this Agreement. Contractor, and its agents and employees will not represent or hold themselves out to be employees of City at any time. Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by the City pertaining to or in connection with any retirement, health or other benefits that the City may offer its employees. Contractor is liable for its acts and omissions. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor’s performing Services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any of its agents or employees. Contractor agrees to maintain and make available to City, upon request and during Business Hours, accurate books and accounting records demonstrating Contractor’s compliance with this Section. Should City determine that Contractor is not performing in accordance with the requirements of this Section, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor’s receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

4.6.2 Payment of Employment Taxes and Other Expenses. Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past Services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to this Section 4.6 shall be solely limited to the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys’ fees, arising from this Section.

4.7 Assignment. The Services to be performed by Contractor are personal in character. This Agreement may not be directly or indirectly assigned, novated, or otherwise transferred unless first approved by City by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

4.8 Liquidated Damages and Credit Assessments. By entering into this Agreement, Contractor agrees that in the event the Services are delayed beyond the scheduled milestones and timelines as provided in Appendix F, the City will suffer actual damages that will be impractical or extremely difficult to determine. Contractor agrees to the schedule of liquidated damages included in Appendix F, and that those sums are not penalties, but reasonable estimates of the loss that City will incur based on the delays, established in light of the circumstances existing at the time this Agreement was awarded. City may deduct a sum representing the liquidated damages from any money due to Contractor under this Agreement or any other contract between City and Contractor. Such deductions shall not be considered a penalty, but rather agreed upon monetary damages sustained by City because of Contractor's failure to furnish Deliverables to City within the time fixed or such extensions of time permitted in writing by City.

4.9 Bonding Requirements. The Contractor must furnish a performance bond in a form acceptable to the City, in the sum of not less than \$500,000 of the annual amount of the Contract to guarantee the faithful performance of this Contract. The bond must be approved as to sufficiency and qualifications of the surety by the City's Controller.

Article 5 Insurance; Indemnity and Warranties

5.1 Insurance.

5.1.1 Required Coverages. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(a) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.

(b) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(c) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness.

(d) Reserved. (Professional Liability Insurance Coverage)

(e) Technology Errors and Omissions Liability Insurance, with limits of \$20,000,000 for each claim and each loss. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of Services defined in this Agreement and shall also provide coverage for the following risks:

(i) Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks; and

(ii) Liability arising from the introduction of any form of malicious software including computer viruses into, or otherwise causing damage to the City's or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

(f) Cyber and Privacy Liability Insurance with limits of not less than \$20,000,000 per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, PHI or other PII, stored or transmitted in electronic form.

5.1.2 Additional Insured

(a) The Commercial General Liability Insurance policy must include as Additional Insured the City and County of San Francisco and, its Officers, Agents, and Employees.

(b) The Commercial Automobile Liability Insurance policy must include as Additional Insured the City and County of San Francisco and, its Officers, Agents, and Employees.

5.1.3 Waiver of Subrogation

(a) The Workers' Compensation Liability Insurance policy(ies) shall include waiver of subrogation in favor of the City for all work performed by Contractor, and its employees, agents and subcontractors.

5.1.4 Primary Insurance

(a) The Commercial General Liability Insurance policy shall provide that such policies are primary insurance to any other insurance available to the Additional

Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

(b) Reserved.

5.1.5 Other Insurance Requirements

(a) Thirty Days' advance written notice shall be provided to the City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Notices shall be sent to the City address set forth in Section 11.1 Notices to the Parties. All notices, certificates and endorsements shall include the SFMTA contract number and title on the cover page.

(b) Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, be maintained for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

(c) Except for Technology Errors & Omissions and Cyber & Privacy Liability, should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

(d) Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

(e) Before commencing any Services, Contractor shall furnish to City certificates of insurance including additional insured and waiver of subrogation status, as required, with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

(f) If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the

City and County of San Francisco, and its officers, agents and employees and Contractor as additional insureds, and waive subrogation in favor of City, where required.

5.2 Indemnification

5.2.1 General Indemnification. Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all liabilities (legal, contractual, or otherwise), losses, damages, costs, expenses, or claims for injury or damages (collectively, “Claims”), arising from or in any way connected with Contractor’s performance of the Agreement, including but not limited to, any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personal identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor’s execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; except to the extent such indemnity is void or otherwise unenforceable under applicable law, and except where such Claims are the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors, or either’s agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City’s costs of investigating any claims against the City. In addition to Contractor’s obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually falls within this indemnification provision.

5.2.2 Infringement Indemnification. If notified promptly in writing of any judicial action or informal claims brought against City based on an allegation that City’s use of the SaaS Application and Services infringes a patent, copyright, or any right of a third-party or constitutes misuse or misappropriation of a trade secret or any other right in intellectual property (Infringement), Contractor will hold City harmless and defend such action at its own expense. Contractor will pay the costs and damages awarded in any such action or the cost of settling such action, provided that Contractor shall have sole control of the defense of any such action and all negotiations or its settlement or compromise, only if Contractor accepts the defense and hold harmless requirements without reservation, and provided, however, that Contractor shall not agree to any injunctive relief or settlement that obligates City to perform any obligation, make an admission of guilt, fault or culpability or incur any expense, without City’s prior written consent, which shall not be unreasonably withheld or delayed. In the event a final injunction is obtained against City’s use of the SaaS Application and Services by reason of Infringement, or in Contractor’s opinion City’s use of the SaaS Application and Services is likely to become the subject of Infringement, Contractor may at its option and expense: (i) procure for City the right to

continue to use the SaaS Application and Services as contemplated hereunder; (ii) replace the SaaS Application and Services with a non-infringing, functionally equivalent substitute SaaS Application and Services; or (iii) suitably modify the SaaS Application and Services to make its use hereunder non-infringing while retaining functional equivalency to the unmodified version of the SaaS Application and Services. If none of these options is reasonably available to Contractor, then Agreement may be terminated at the option of either Party hereto and Contractor shall refund to City all amounts paid under this Agreement for the license of such infringing SaaS Application and/or Services. Any unauthorized modification or attempted modification of the SaaS Application and Services by City or any failure by City to implement any improvements or updates to the SaaS Application and Services, as supplied by Contractor, shall void this indemnity unless City has obtained prior written authorization from Contractor permitting such modification, attempted modification or failure to implement. Contractor shall have no liability for any claim of Infringement based on City's use or combination of the SaaS Application and Services with products or data of the type for which the SaaS Application and Services was neither designed nor intended to be used, unless City has obtained prior written authorization from Contractor permitting such use.

5.2.3 Under no circumstances will City indemnify or hold harmless Contractor.

5.3 Warranties of Contractor

5.3.1 Warranty of Authority; No Conflict. Each Party warrants to the other that it is authorized to enter into this Agreement and that its performance of the Agreement will not conflict with any other agreement.

5.3.2 Warranty of Performance. Contractor warrants that when fully implemented, the SaaS Application to be configured and provided under this Agreement shall perform in accordance with the specifications applicable thereto. With respect to all Services to be performed by Contractor under this Agreement, including SaaS Implementation and Training Services outlined in Appendix A, and SaaS Application and Hosted Services outlined in Appendix B, Contractor warrants that it will use reasonable care and skill. All services shall be performed in a professional, competent and timely manner by Contractor personnel appropriately qualified and trained to perform such services. In the event of a breach of the foregoing warranty relating to any service under this Agreement within 12 months from the date of provision of such services, Contractor shall, at its sole cost and expense, re-perform such services.

5.3.3 Compliance with Description of Services. Contractor represents and warrants that the SaaS Application and Services specified in this Agreement and all updates and improvements to the SaaS Application and Services will comply in all material respects with the specifications and representations specified in the Documentation (including performance, capabilities, accuracy, completeness, characteristics, specifications, configurations, standards,

functions and requirements) as set forth (i) herein or in any amendment hereto, and (ii) the updates thereto.

5.3.4 Title. Contractor represents and warrants to City that it is the lawful owner or license holder of all Software, materials and property identified by Contractor as Contractor-owned and used by it in the performance of the SaaS Services contemplated hereunder and has the right to permit City access to or use of the SaaS Application and Services and each component thereof. To the extent that Contractor has used Open Source Software (OSS) in the development of the SaaS Application and Services, Contractor represents and warrants that Contractor is in compliance with any applicable OSS license(s) and is not infringing. Contractor has not and will not grant any rights to any third party that are in conflict with any of the rights granted to the City under this Agreement.

5.3.5 Disabling Code. Contractor represents and warrants that the SaaS Application and Services, and any information, reports or other materials provided to Authorized Users as a result of the operation of the SaaS Application and Services, including future enhancements and modifications thereto, shall be free of (i) any Disabling Code; (ii) viruses or other computer programming routines or defects that re intended to damage, detrimentally interfere with, or expropriate any system, data, or information; or (iii) any feature that does, or with the passage of time could, in any way impair the operation of the SaaS Application or Services now or hereafter.

5.3.6 Warranty of Suitability for Intended Purpose. Contractor warrants that the SaaS Application and Services will be suitable for the intended purpose of this Agreement.

5.3.7 Business Continuity. Contractor warrants and represents to City that it has implemented and will maintain a business continuity and disaster recovery plan in accordance with this Agreement

Article 6 Liability of the Parties

6.1 Liability of City. CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1 (CALCULATION OF CHARGES AND CONTRACT NOT TO EXCEED AMOUNT) OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

6.2 Liability for Use of Equipment. City shall not be liable for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or any of its subcontractors, or by any of their employees, even though such equipment is furnished, rented or loaned by City.

6.3 Liability for Incidental and Consequential Damages. Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions.

6.4 Any liability of Contractor as a result of or in connection with a failure to comply with this Agreement, whether arising out of contract, tort or otherwise, shall be limited to compensation of direct damages suffered by City as a result of or in connection with such failure. The total liability of Arcadis shall, under no circumstances exceed a maximum of 100% (one hundred percent) of the fees (excluding VAT) paid or to be paid by City in relation to this Agreement in the year preceding the occurrence out of which the liability arises. **THE LIMITS ON LIABILITY IN THIS SECTION DO NOT APPLY TO SECTION 4.8 LIQUIDATED DAMAGES AND CREDIT ASSESSMENTS, ARTICLE 5.1 INSURANCE, AND APPENDIX F, SECTION III AND IV.**

Article 7 Payment of Taxes

7.1 Contractor to Pay All Taxes. Except for any applicable California sales and use taxes charged by Contractor to City, Contractor shall pay all taxes, including possessory interest taxes levied upon or as a result of this Agreement, or the Services delivered pursuant hereto. Contractor shall remit to the State of California any sales or use taxes paid by City to Contractor under this Agreement. Contractor agrees to promptly provide information requested by the City to verify Contractor's compliance with any State requirements for reporting sales and use tax paid by City under this Agreement.

7.2 Possessory Interest Taxes. Contractor acknowledges that this Agreement may create a "possessory interest" for property tax purposes. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to timely report on behalf of the City to the County Assessor the information required by San Francisco Administrative Code Section 23.39, as amended from time to time, and any successor provision. Contractor further agrees to provide such other information as may be requested by the City to enable City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

7.3 Withholding. Contractor agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Contractor further acknowledges and agrees that City may withhold any payments due to

Contractor under this Agreement if Contractor is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations.

Article 8 Termination; Disposition of Content; Survival

8.1 Termination for Cause and/or Convenience. City shall have the right, without further obligation or liability to Contractor:

8.1.1 To immediately terminate this Agreement if Contractor commits any breach of this Agreement or default (see Section 8.2 below) and fails to remedy such breach or default within 10 Days after written notice by City of such breach (10-day cure period), in which event, Contractor shall refund to City all amounts paid under this Agreement for the SaaS Application and/or Services in the same manner as if City ceased to use the SaaS Application due to infringement under Section 5.2.2. At City's sole election, the 10-day cure period will *not* apply to termination for data breach and/or breach of confidentiality; or

8.1.2 To terminate this Agreement upon 120 Days from Notice to Proceed to the first anniversary of the agreement, or 30 Days' prior written notice beginning the second years of the Agreement forward, for City's convenience and without cause, provided that except for termination due to an uncured breach as set forth in this Section and in the event of Infringement, City shall not be entitled to a refund of any amounts previously paid under this Agreement.

8.2 Each of the following shall constitute an immediate event of default (Event of Default) under this Agreement:

8.2.1 Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

- 3.5 Submitting False Claims.
- 4.7 Assignment
- Article 5 Insurance; Indemnity and Warranties
- Article 7 Payment of Taxes
- 10.10 Alcohol and Drug-Free Workplace
- 11.10 Compliance with Laws
- Article 13 Data and Security

8.2.2 Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default is not cured within 10 Days after written notice thereof from the SFMTA to Contractor. If Contractor defaults a second time in the

same manner as a prior default cured by Contractor, the SFMTA may in its sole discretion immediately terminate the Agreement for default or grant an additional period not to exceed five days for Contractor to cure the default.

8.2.3 Contractor (i) is generally not paying its debts as they become due; (ii) files, or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction; (iii) makes an assignment for the benefit of its creditors; (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property; or (v) takes action for the purpose of any of the foregoing.

8.2.4 A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property; (ii) constituting an order for relief or approving a petition for relief, reorganization or arrangement, any other petition in bankruptcy or for liquidation, or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction; or (iii) ordering the dissolution, winding-up or liquidation of Contractor.

8.2.5 Contractor will have a maximum of six months immediately followed by six weeks of testing from Contract award date to complete and successfully demonstrate the systems integrations described here. Production or staging environment must be used for demonstration and verification. Updates that affect System Integrations shall be subject to the six-week testing period as well. If the Contractor fails to successfully demonstrate completed integration types within the allocated timeframe, the contract shall be terminated. This provision is not subject to the cure provisions in Section 8.2.2.

- (a)** SFMTA parking data warehouse
 - (i)** Real-time revenue feed
 - (ii)** Meter inventory and policy API
 - (iii)** Special events API
 - (iv)** Weekly revenue reconciliation
- (b)** Enforcement handheld software
 - (i)** Pay-by-Space (PbS)
 - (ii)** Pay-by-License-Plate (PbLP)

- (iii) Block-level status
 - (iv) Last chance lookup by space and license plate
 - (c) License Plate Recognition Camera system/software
 - (i) PbLP zone payment information
 - (ii) Individual license plate status
 - (iii) Last chance lookup by license plate
 - (d) Parking meter hardware/backend system for visual indication and license plate enforcement
 - (i) PbS environment: paid parking space status and parking session duration
 - (ii) PbLP environment: license plate paid status and parking session duration
 - (e) Credit/debit card merchant processing

8.2.6 Default Remedies. On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, where applicable, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default. Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii) any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with City.

8.3 Bankruptcy. In the event that Contractor shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then at City's option this Agreement shall terminate and be of no further force and effect. Upon termination of this Agreement pursuant to this Section, Contractor shall within 48 hours return City Data in an

agreed-upon machine readable format. Once Contractor has received written confirmation from City that City Data has been successfully transferred to City, Contractor shall within 30 Days clear, purge or physically destroy all City Data from its hosted servers or files and provide City with written certification within five Days that such clear, purge and/or physical destruction has occurred. Secure disposal shall be accomplished by “clearing,” “purging” or “physical destruction,” in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.

8.4 Transition Services and Disposition of City Data. Upon request of the City, expiration, or termination of the SaaS Services under this Agreement.

8.4.1 Transition Services. Contractor shall, upon City’s request, for a period of time not to exceed 120 Days provide to City and/or Successor Service Provider assistance to effect the orderly transition of the SaaS Services, in whole or in part, to City or to Successor Service Provider. During the transition period, SaaS Application and City Data access shall continue to be made available to City without alteration. Contractor will provide the Transition Services at Contractor’s then-current rates for such services immediately prior to the expiration or termination of this Agreement. Transition costs may include: (i) developing a plan for the orderly transition of the terminated SaaS Services from Contractor to Successor Service Provider; (ii) if required, transferring City Data to Successor Service Provider; (iii) using commercially reasonable efforts to assist City in acquiring any necessary rights to legally and physically access and use any third-party technologies and documentation then being used by Contractor in connection with the Services; (iv) using commercially reasonable efforts to make available to City, pursuant to mutually agreeable terms and conditions, any third-party services then being used by Contractor in connection with the SaaS Services; and (v) such other activities upon which the Parties may agree. Notwithstanding the foregoing, should City terminate this Agreement due to Contractor’s material breach, City may elect to use the Services for a period of no greater than six (6) months from the date of termination at a reduced rate of twenty percent (20%) off of the then-current Services Fees for the terminated Services. All applicable terms and conditions of this Agreement shall apply to the Transition Services.

8.4.2 Disposition of City Data. Contractor may immediately discontinue the SaaS Services and City shall immediately cease accessing the SaaS Application and Services at the conclusion of the Transition Services pursuant to Section 8.4.1. Contractor shall either transition all City Data to the Successor Service Provider or within five Days of the expiration or termination of the SaaS Services return City Data in an agreed-upon machine readable format. This provision shall also apply to all City Data that is in the possession of subcontractors, agents or auditors of Contractor. Such data transfer shall be done at no cost to City. Once Contractor has received written confirmation from the SFMTA that City Data has been successfully transferred to City, Contractor shall within 30 Days clear, purge or physically destroy all City Data from its hosted servers or files and provide City with written certification within five Says that such clear

or purge and/or physical destruction has occurred. Secure disposal shall be accomplished by “clearing,” “purging” or “physical destruction,” in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.

8.5 Remedies. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

8.6 Notice of Default. Any notice of default must be sent by registered mail to the address set forth in Section 11.1 Notices to the Parties.

8.7 Non-Waiver of Rights. The omission by either Party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other Party at the time designated, shall not be a waiver of any such default or right to which the Party is entitled, nor shall it in any way affect the right of the Party to enforce such provisions thereafter.

8.8 Survival

8.8.1 This Section and the following Sections of this Agreement listed below, shall survive termination or expiration of this Agreement:

3.3.2	Payment Limited to Satisfactory Services and Delivery of Goods
3.4	Audit and Inspection of Records
3.5	Submitting False Claims
4.6	Independent Contractor; Payment of Employment Taxes and Other Expenses
Article 5	Insurance; Indemnity and Warranties
6.1	Liability of City
6.3	Liability for Incidental and Consequential Damages
Article 7	Payment of Taxes
8.4	Transition Services and Disposition of City Data
8.7	Non-Waiver of Rights
9.1	Ownership of Results
9.2	Works for Hire
11.6	Dispute Resolution Procedure
11.7	Agreement Made in California; Venue
11.8	Construction
11.9	Entire Agreement

11.10	Compliance with Laws
11.11	Severability
13.2.1	Proprietary or Confidential Information of City
13.2.5	Notification of Legal Requests

8.9 Data Rights

8.9.1 Preexisting Data of each Party that will be included as a Deliverable under this Agreement will be identified in Appendix A Scope of Work and its attachments. Preexisting Data of the City may only be used by Contractor for purposes of the Scope of Work of this Agreement, unless such data is otherwise publicly available.

8.9.2 The City shall have the unrestricted right to use the Deliverable Data and delivered Project Data, including all Preexisting Data provided as a Deliverable under this Agreement

Article 9 Rights in Deliverables

9.1 Ownership of Results. Subject to Articles 9.3 and 9.4 below, any interest of Contractor or its subcontractors in the Deliverables, any partially completed Deliverables, and related materials, shall become the property of and will be transmitted to City. Unless expressly authorized in writing by City, Contractor may not retain and use copies for reference and as documentation of its experience and capabilities.

9.2 Works for Hire. Subject to Articles 9.3 and 9.4 below, all copyrights in Deliverables that are considered works for hire under Title 17 of the United States Code, shall be the property of City. If any such Deliverables are ever determined not to be works for hire under U.S. law, Contractor hereby assigns all Contractor's copyrights to such Deliverables to City, agrees to provide any material and execute any documents necessary to effectuate such assignment, and agrees to include a clause in every subcontract imposing the same duties upon its subcontractor(s). With City's prior written approval, Contractor and its subcontractor(s) may retain and use copies of such works for reference and as documentation of their respective experience and capabilities provided that any such use is in conformance with the confidentiality provisions of this Agreement.

9.3 Background Materials. The Agreement does not affect the ownership of Intellectual Property Rights in either Party's Background Materials. All Intellectual Property Rights in a Party's Background Materials shall remain exclusively vested in that Party and its licensors.

9.4 Software, SaaS Services, SaaS Application and Documentation. Arcadis and its licensors shall exclusively retain all right, title and interest to the Software, SaaS

Services, SaaS Application and Documentation, including any Intellectual Property Rights that can be exercised in relation to the Software SaaS Services and SaaS Application. Client shall acquire no rights whatsoever other than explicitly described in this Article

Article 10 Additional Requirements Incorporated by Reference

10.1 Laws Incorporated by Reference. The full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement (Mandatory City Requirements) are available at http://www.amlegal.com/codes/client/san-francisco_ca/ .

10.2 Conflict of Interest. By executing this Agreement, Contractor certifies that it does not know of any fact that constitutes a violation of Section 15.103 of the City’s Charter; Article III, Chapter 2 of City’s Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 *et seq.*); or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 *et seq.*). Contractor further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Agreement.

10.3 Prohibition on Use of Public Funds for Political Activity. In performing the Services, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

10.4 Consideration of Salary History. Contractor shall comply with San Francisco Labor and Employment Code Article 141, the Consideration of Salary History Ordinance or “Pay Parity Act.” Contractor is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in the City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee’s salary history without that employee’s authorization unless the salary history is publicly available. Contractor is subject to the enforcement and penalty provisions in Article 141. Information about and the text of Article 141 is available on the web at <https://sfgov.org/olse/consideration-salary-history>. Contractor is required to comply with all of the applicable provisions of Article 141, irrespective of the listing of obligations in this Section.

10.5 Nondiscrimination Requirements

10.5.1 Nondiscrimination in Contracts. Contractor shall comply with the provisions of San Francisco Labor and Employment Code Articles 131 and 132. Contractor shall incorporate by reference in all subcontracts the provisions of Sections 131.2(a), 131.2(c)-(k), and 132.3 of the San Francisco Labor and Employment Code and shall require all subcontractors to comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Articles 131 and 132.

10.5.2 Nondiscrimination in the Provision of Employee Benefits.

San Francisco Labor and Employment Code Article 131.2 applies to this Agreement. Contractor does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Labor and Employment Code Article 131.2.

10.6 Local Business Enterprise and Non-Discrimination in Contracting Ordinance. Contractor shall comply with all applicable provisions of Chapter 14B (LBE Ordinance).

10.7 Minimum Compensation Ordinance. Labor and Employment Code Article 111 applies to this Agreement. Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Labor and Employment Code Article 111, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Contractor is subject to the enforcement and penalty provisions in Article 111. Information about and the text of Article 111 is available on the web at <http://sfgov.org/olse/mco>. Contractor is required to comply with all of the applicable provisions of Article 111, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Contractor certifies that it complies with Article 111.

10.8 Health Care Accountability Ordinance. Labor and Employment Code Article 121 applies to this contract. Contractor shall comply with the requirements of Article 121. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Article 121.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of Article 121, as well as the Health Commission's minimum standards, is available on the web at <http://sfgov.org/olse/hcao>. Contractor is subject to the enforcement and penalty provisions in Article 121. Any Subcontract entered into by Contractor shall require any Subcontractor with 20 or more employees to comply with the

requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.

10.9 First Source Hiring Program. Contractor must comply with all of the applicable provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement, and Contractor is subject to the enforcement and penalty provisions in Chapter 83.

10.10 Alcohol and Drug-Free Workplace. City reserves the right to deny access to, or require Contractor to remove from, City facilities personnel of any Contractor or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

10.11 Limitations on Contributions. By executing this Agreement, Contractor acknowledges its obligations under Section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (a) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (b) a candidate for that City elective office, or (c) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10% in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

10.12 Reserved. (Slavery Era Disclosure)

10.13 Reserved. (Working with Minors)

10.14 Consideration of Criminal History in Hiring and Employment Decisions

10.14.1 Contractor agrees to comply fully with and be bound by all of the provisions of Article 142, “City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions,” of the San Francisco Labor and Employment Code (“Article 142”), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Article 142 are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of Article 142 is available on the web at <http://sfgov.org/olse/fco>. Contractor is required to comply with all of the applicable provisions of Article 142, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Article 142.

10.14.2 The requirements of Article 142 shall only apply to a Contractor’s or Subcontractor’s operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Article 142 shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

10.15 Nonprofit Contractor Requirements

10.15.1 Good Standing. If Contractor is a nonprofit organization, Contractor represents that it is in good standing with the California Attorney General’s Registry of Charitable Trusts and will remain in good standing during the term of this Agreement. Contractor shall immediately notify the City of any change in its eligibility to perform under the Agreement. Upon the City’s request, Contractor shall provide documentation demonstrating its compliance with applicable legal requirements. If Contractor will use any subcontractors to perform the Agreement, Contractor is responsible for ensuring they are also in compliance with the California Attorney General’s Registry of Charitable Trusts for the duration of the Agreement. Any failure by Contractor or its subcontractors to remain in good standing with applicable requirements shall be a material breach of this Agreement.

10.15.2 Public Access to Nonprofit Records and Meetings. If Contractor is a nonprofit organization, provides Services that do not include services or benefits to City employees (and/or to their family members, dependents, or their other designated beneficiaries); and receives a cumulative total per year of at least \$250,000 in City or City-administered funds, Contractor must comply with the City’s Public Access to Nonprofit Records and Meetings requirements, as set forth in Chapter 12L of the San Francisco Administrative Code, including the remedies provided therein.

10.16 Food Service Waste Reduction Requirements. Contractor shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the remedies for noncompliance provided therein.

10.17 Reserved. (Distribution of Beverages and Water).

10.18 Tropical Hardwood and Virgin Redwood Ban. Pursuant to San Francisco Environment Code Section 804(b), the City urges Contractor not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

Article 11 General Provisions

11.1 Notices to the Parties. Unless otherwise indicated in this Agreement, all written communications sent by the Parties may be by U.S. mail or e-mail, and shall be addressed as follows:

To City: Lorraine Fuqua
Manager On-Street Parking Services Contracts
San Francisco Municipal Transportation
1 South Van Ness Avenue
San Francisco, CA 94103
Lorraine.Fuqua@sfmta.com

To Contractor: Arcadis US Inc.
c/o John Blackmore, Head of Product, HotSpot
100 Montgomery St. Ste 300
San Francisco, CA 94104
John.blackmore@arcadis.com

11.2 Any notice of default must be sent by overnight delivery service or courier, with a signature obtained at delivery. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party. If email notification is used, the sender must specify a receipt notice.

11.3 Compliance with Americans with Disabilities Act.

11.3.1 Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to people with disabilities. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against people with disabilities in the provision of services, benefits or

activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

11.3.2 Reserved (Information and Communication Technology Accessibility).

11.3.3 Incorporation of Recitals. Recitals are incorporated into and made part of this Agreement.

11.4 Sunshine Ordinance. Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code §7920 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

11.5 Modification of this Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, except as noted in Section 11.1 Notices to Parties regarding change in personnel or place, and except by written instrument executed and approved as required under City law and under the policy of the SFMTA Board of Directors. Contractor shall cooperate with the SFMTA to submit to the CCO any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (CMD Contract Modification Form).

11.6 Dispute Resolution Procedure.

11.6.1 Negotiation; Alternative Dispute Resolution. The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement. Disputes will not be subject to binding arbitration. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of City. Neither Party will be entitled to legal fees or costs for matters resolved under this Section. Disputes that cannot be resolved by Lorraine Fuqua, Manager On-Street Parking Services Contracts, or their successor shall be escalated to Ted Graff, Director of Parking or their successor. Further escalation of disputes shall be to Viktoriya Wise, Director of Streets or their successor.

11.6.2 Government Code Claim Requirement. No suit for money or damages may be brought against the City until a written claim therefor has been presented to and rejected by the City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this Agreement shall operate to toll, waive or excuse Contractor's compliance with the California

Government Code Claim requirements set forth in San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq.

11.7 Agreement Made in California; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

11.8 Construction. All paragraph captions are for reference only and shall not be considered in construing this Agreement.

11.9 Entire Agreement. This Contract, including the Appendices, sets forth the entire agreement between the Parties, and supersedes all other oral or written provisions. This Agreement may be modified only as provided in Section 11.5 Modification of this Agreement.

11.10 Compliance with Laws. Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

11.11 Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Parties and shall be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable.

11.12 Cooperative Drafting. This Agreement has been drafted through a cooperative effort of City and Contractor, and both Parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No Party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

11.13 Order of Precedence. The Parties agree that this Agreement, including all Appendices, sets forth the Parties' complete agreement. Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement. If the Appendices to this Agreement include any standard printed terms from the Contractor, Contractor agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between City's terms and Contractor's printed terms, City's terms shall take precedence. Any hyperlinked terms included in Contractor's terms shall have no legal effect.

Article 12 SFMTA Specific Terms

12.1 Large Vehicle Driver Safety Training Requirements.

12.1.1 Contractor agrees that before any of its employees and subcontractors drive large vehicles within the City and County of San Francisco, those employees and subcontractors shall successfully complete either (a) the SFMTA's Large Vehicle Urban Driving Safety training program or (b) a training program that meets the SFMTA's approved standards for large vehicle urban driving safety. The SFMTA's approved standards for large vehicle urban driving safety is available for download at www.SFMTA.com/largevehicletrainingsstandards. This requirement does not apply to drivers providing delivery services who are not employees or subcontractors of the Contractor. For purposes of this section, "large vehicle" means any single vehicle or combination of vehicle and trailer with an unladen weight of 10,000 pounds or more, or a van designed to carry 10 or more people.

12.1.2 By entering into this Agreement, Contractor agrees that in the event the Contractor fails to comply with the Large Vehicle Driver Safety Training Requirements, the City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of up to One Thousand Dollars (\$1,000) per employee or subcontractor who is permitted to drive a large vehicle in violation of these requirements is not a penalty, but is a reasonable estimate of the loss that City will incur based on the Contractor's failure to comply with this requirement, established in light of the circumstances existing at the time this Contract was awarded. City may deduct a sum representing the liquidated damages from any money due to Contractor. Such deductions shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply.

Article 13 Data and Security

13.1 Management of City Data

13.1.1 Ownership of City Data. The Parties agree that as between them, all rights, including all intellectual property rights, in and to the City Data, and any derivative works of the City Data, is the exclusive property of the City. Contractor warrants that the SaaS Application does not maintain, store, or export the City Data using a database structure, data model, entity relationship diagram or equivalent.

13.1.2 Use of City Data. Contractor agrees to hold City Data received from, or created or collected on behalf of, the City in strictest confidence. Contractor shall not use or disclose City's Data except as permitted or required by the Agreement or as otherwise authorized in writing by the City. Any work by Contractor or its authorized subcontractors using, or sharing or storage of, City Data outside the United States is prohibited, absent prior written authorization

by City. Access to City Data must be strictly controlled and limited to Contractor's staff assigned to this project on a need-to-know basis only. Contractor is provided a limited non-exclusive license to use the City Data solely for performing its obligations under the Agreement and not for Contractor's own purposes or later use. Nothing herein shall be construed to confer any license or right to the City Data, including user tracking and exception City Data within the system, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third party. Unauthorized use of City Data by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase "unauthorized use" means the data mining or processing of data and/or machine learning from the data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any purpose that is not explicitly authorized other than security or service delivery analysis.

13.1.3 Access to and Extraction of City Data. City shall have access to City Data 24-hours a day, 7 days a week. The SaaS Application shall be capable of creating a digital, reusable copy of the City Data, in whole and in parts, as a platform independent and machine-readable file. Such file formats include, without limitation, plain text files such as comma-delimited tables, extensible markup language, and javascript object notation. City Data that is stored in binary formats, including without limitation portable document format, JPEG, and portable network graphics files, shall instead be reproducible in the same format in which it was loaded into the SaaS Application. This reusable copy must be made available in a publicly documented and non-proprietary format, with a clearly-defined data structure and a data dictionary for all terms of art contained in the data. For purposes of this Section, non-proprietary formats include formats for which royalty-free codecs are available to End Users. Contractor warrants that City shall be able to extract City Data from the SaaS Application on demand, but no later than 24-hours of City's request, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees to Contractor).

13.1.4 Backup and Recovery of City Data. As a part of the SaaS Services, Contractor is responsible for maintaining a backup of City Data and for an orderly and timely recovery of such data in the event of data corruption or interruption of the SaaS Services. Unless otherwise described in Appendices A and/or B, Contractor shall maintain a contemporaneous backup of City Data that can be recovered within the requirements in this Agreement and as outlined in Appendix D and maintaining the security of City Data as further described herein. Contractor's backup of City Data shall not be considered in calculating storage used by City.

13.1.5 Data Breach; Loss of City Data. In the event of any Data Breach, act, SaaS Software Error, omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of City Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the

protection of the security, confidentiality, or integrity of City Data, Contractor shall, as applicable:

(a) Notify City immediately following discovery, but no later than 24 hours, of becoming aware of such occurrence or suspected occurrence. Contractor's report shall identify:

- (i) the nature of the unauthorized access, use or disclosure;
- (ii) the Confidential Information accessed, used or disclosed;
- (iii) the person(s) who accessed, used, disclosed and/or received protected information (if known);
- (iv) what Contractor has done or will do to mitigate any deleterious effect of the unauthorized access, use or disclosure, and
- (v) what corrective action Contractor has taken or will take to prevent future unauthorized access, use or disclosure.

(b) In the event of a suspected Breach, Contractor shall keep the City informed regularly of the progress of its investigation until the uncertainty is resolved;

(c) Contractor shall coordinate with the City in its breach response activities, including, without limitation:

- (i) Immediately preserve any potential forensic evidence relating to the breach, and remedy the breach as quickly as circumstances permit;
- (ii) Promptly (within two business days) designate a contact person to whom the City will direct inquiries, and who will communicate Contractor responses to City inquiries;
- (iii) As rapidly as circumstances permit, apply appropriate resources to remedy the breach condition, investigate, document, restore City service(s) as directed by the City, and undertake appropriate response activities;
- (iv) Provide status reports to the City on Data Breach response activities, either on a daily basis or a frequency approved by the City;
- (v) Make all reasonable efforts to assist and cooperate with the City in its Breach response efforts;

(vi) Ensure that knowledgeable Contractor staff are available on short notice, if needed, to participate in City-initiated meetings and/or conference calls regarding the Breach; and

(vii) Cooperate with City in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by City.

(d) In the case of PII or PHI, at City's sole election, (a) notify the affected individuals as soon as practicable, but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five Days of the occurrence; or, (b) reimburse City for any costs in notifying the affected individuals;

(e) In the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no fewer than 24 months following the date of notification to such individuals;

(f) Perform or take any other actions required to comply with applicable law as a result of the occurrence;

(g) Recreate lost City Data in the manner and on the schedule set by City without charge to City; and

(h) Provide to City a detailed plan within 10 Days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence.

(i) Notification to affected individuals, as described above, shall comply with applicable law, be written in plain language, and contain (at the City's election) information that may include: name and contact information of Contractor's (or City's) representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor.

(j) Contractor shall retain and preserve City Data in accordance with the City's instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by the City to Contractor, independent of where the City Data is stored.

(k) City shall conduct all media communications related to such Data Breach, unless in its sole discretion, City directs Contractor to do so.

13.2 Proprietary or Confidential Information

13.2.1 Proprietary or Confidential Information of City. Contractor understands and agrees that, in the performance of the work or services under this Agreement may involve access to City Data, which includes proprietary or Confidential Information. Contractor and any subcontractors or agents shall use City Data only in accordance with all applicable local, state and federal laws restricting the access, use and disclosure of City Data and only as necessary in the performance of this Agreement. Contractor's failure to comply with any requirements of local, state or federal laws restricting access, use and disclosure of City Data shall be deemed a material breach of this Agreement, for which City may terminate the Agreement. In addition to termination or any other remedies set forth in this Agreement or available in equity or law, City may bring a false claim action against Contractor pursuant to Chapters 6 or 21 of the Administrative Code, or debar Contractor. Contractor agrees to include all of the terms and conditions regarding City Data contained in this Agreement in all subcontractor or agency contracts providing services under this Agreement.

13.2.2 Obligation of Confidentiality. Subject to San Francisco Administrative Code Section 67.24(e), any state open records or freedom of information statutes, and any other applicable laws, Contractor agrees to hold all City Data in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such City Data to third-parties other than its employees, agents, or authorized subcontractors who have a need to know in connection with this Agreement or to use such City Data for any purposes whatsoever other than the performance of this Agreement. Contractor agrees to advise and require its respective employees, agents, and subcontractors of their obligations to keep all City Data confidential.

13.2.3 Nondisclosure. Contractor agrees and acknowledges that it shall have no proprietary interest in any City Data and will not disclose, communicate or publish the nature or content of such information to any person or entity, nor use, except in connection with the performance of its obligations under this Agreement or as otherwise authorized in writing by City, any of City Data it produces, receives, acquires or obtains from City. Contractor shall take all necessary steps to ensure that City Data is securely maintained. Contractor's obligations set forth herein shall survive the termination or expiration of this Agreement. In the event Contractor becomes legally compelled to disclose any City Data, it shall provide City with prompt notice thereof and shall not divulge any information until City has had the opportunity to seek a protective order or other appropriate remedy to curtail such disclosure. If such actions by City are unsuccessful, or City otherwise waives its right to seek such remedies, Contractor shall disclose only that portion of City Data that it is legally required to disclose.

13.2.4 Litigation Holds. Contractor shall retain and preserve City Data in accordance with the City's instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by the City to Contractor, independent of where the City Data is stored.

13.2.5 Notification of Legal Requests. Contractor shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery, requests, and other legal requests (Legal Requests) related to any City Data under this Agreement, or which in any way might reasonably require access to City's Data, and in no event later than 24 hours after Contractor receives the request. Contractor shall not respond to Legal Requests related to City without first notifying City other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement. Contractor shall retain and preserve City Data in accordance with the City's instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by the City to Contractor, independent of where the City Data is stored.

13.2.6 Cooperation to Prevent Disclosure of City Data. Contractor shall use its best efforts to assist the City in identifying and preventing any unauthorized use or disclosure of any City Data. Without limiting the foregoing, Contractor shall advise the City immediately in the event Contractor learns or has reason to believe that any person who has had access to City Data has violated or intends to violate the terms of this Agreement and Contractor will cooperate with the City in seeking injunctive or other equitable relief against any such person.

13.2.7 Remedies for Breach of Obligation of Confidentiality. Contractor acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the City, which damage may be inadequately compensable in the form of monetary damages. Accordingly, City may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available, to include, at the sole election of City, the immediate termination of this Agreement, without liability to City.

13.2.8 Surrender of Confidential Information upon Termination. Upon termination of this Agreement, including but not limited to expiration of the term, early termination or termination for convenience, Contractor shall, within five Days from the date of termination, return to City any and all City Data received from City, collected or created by Contractor on behalf of City, which are in Contractor's possession, custody, or control. The return of City Data to City shall follow the timeframe and procedure described further in this Agreement (Article 8).

13.2.9 Data Security. To prevent unauthorized access of City Data,

(a) Contractor shall at all times during the Term provide and maintain up-to-date security systems and procedures, and adjust its security systems and procedures in response to relevant changes in technology, with respect to (a) the Services, (b) Contractor's Website, (c) Contractor's physical facilities, (d) Contractor's infrastructure, and (e) Contractor's networks.

(b) Contractor shall provide security for its networks and all Internet connections consistent with industry best practices, and will promptly install all patches, fixes, upgrades, updates and new versions of any security software it employs.

(c) Contractor will maintain appropriate safeguards to restrict access to City Data to those employees, agents or service providers of Contractor who need the information to carry out the purposes for which it was disclosed to Contractor.

(d) For information disclosed in electronic form, Contractor agrees that appropriate safeguards include electronic barriers (e.g., most current industry standard encryption for transport and storage, such as the National Institute of Standards and Technology's Internal Report 7977 or Federal Information Processing Standards [FIPS] 140-2 [Security Requirements for Cryptographic Modules] or FIPS-197 or successors, intrusion prevention/detection or similar barriers) and secure authentication (e.g., password protected) access to hosted City Data.

(e) For information disclosed in written form, Contractor agrees that appropriate safeguards include secured storage of City Data.

(f) City Data shall be encrypted at rest and in transit with controlled access.

(g) Contractor will establish and maintain any additional physical, electronic, administrative, technical and procedural controls and safeguards to protect City Data that are no less rigorous than accepted industry practices (including, as periodically amended or updated, the International Organization for Standardization's standards: ISO/IEC 27001:2005 – Information Security Management Systems – Requirements and ISO-IEC 27002:2005 – Code of Practice for International Security Management, NIST Special Publication 800-53 Revision 5 or its successor, NIST Special Publication 800-18 or its successor, the Information Technology Library (ITIL) standards, the Control Objectives for Information and related Technology (COBIT) standards, or other applicable industry standards for information security), and shall ensure that all such controls and safeguards, including the manner in which Confidential Information is collected, accessed, used, stored, processed, disposed of and disclosed, comply

with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.

(h) Contractor warrants to the City compliance, in performing its obligations hereunder, with the following (as periodically amended or updated) as applicable:

- (i) The California Information Practices Act/California Consumer Privacy Act (Civil Code §§ 1798, et seq);
- (ii) The European General Data Protection Regulation (GDPR);
- (iii) Relevant security provisions of the Internal Revenue Service (IRS) Publication 1075, including the requirements that Data not traverse networks located outside of the United States;
- (iv) Relevant security provisions of the Payment Card Industry (PCI) Data Security Standard (PCI DSS) including the PCI DSS Cloud Computing Guidelines;
- (v) Relevant security provisions of the Social Security Administration (SSA) Document Electronic Information Exchange Security Requirement and Procedures for State and Local Agencies Exchanging Electronic Information with the Social Security Administration;
- (vi) Relevant security provisions of the Criminal Justice Services (CJIS) Security policy; and
- (vii) Relevant security provisions of the Medi-Cal Privacy and Security Agreement between the California Department of Health Care Services and the County of San Francisco.

13.2.10 Data Privacy and Information Security Program. Without limiting Contractor's obligation of confidentiality as further described herein, Contractor shall establish and maintain a data privacy and information security program and procedures in response to relevant changes in technology and internal and external threats to information security, including physical, technical, administrative, and organizational safeguards, that is designed to: (i) ensure the security and confidentiality of the City Data; (ii) protect against any anticipated threats or hazards to the security or integrity of the City Data; (iii) protect against unauthorized disclosure, access to, or use of the City Data; (iv) ensure the proper disposal of City Data; and, (v) ensure that all of Contractor's employees, agents, and subcontractors, if any, comply with all of the foregoing.

13.2.11 City's Right to Termination for Deficiencies. City reserves the right, at its sole election, to immediately terminate this Agreement, without limitation and without liability, if City reasonably determines that Contractor fails or has failed to meet its obligations under this Article 13.

13.2.12 Data Transmission. Contractor shall ensure that all electronic transmission or exchange of system and application data with City and/or any other parties expressly designated by City shall take place via encrypted secure means (e.g., HTTPS or SFTP or most current industry standard established by NIST). Contractor shall also ensure that all data exchanged shall be used expressly and solely for the purposes enumerated in the Agreement. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. Contractor shall ensure that no City Data of any kind shall be copied, modified, destroyed, deleted, transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by City. Contractor is prohibited from accessing City Data from outside the United States except as provided for in Section 4.2.2(c)(ii) of this Agreement.

13.2.13 Contractor Confidential Information City shall (i) use Contractor Confidential Information solely for the purpose of fulfilling its obligations under this Agreement and not for any other purpose, including its own benefit or the benefit of any third party; and (ii) maintain the confidentiality of Contractor Confidential Information with at least the same degree of care as it uses to protect its own confidential information, but in no event with less than reasonable care; (iii) not disclose Contractor Confidential Information to any third party without the prior written consent of the Contractor, except to those of its employees, agents, or subcontractors who have a need to know such information for the purpose of performing obligations under this Agreement and who are bound by confidentiality obligations no less restrictive than those contained in this Agreement; and (iv) promptly notify the Contractor in writing of any unauthorized use or disclosure of Contractor Confidential Information and take all reasonable steps to prevent further unauthorized use or disclosure. Contractor shall mark Contractor Confidential Information as “Confidential” or otherwise notify the City. If the City is required by law, regulation, or court order to disclose any Contractor Confidential Information, the City shall provide the Contractor with prompt written notice of such requirement and shall use reasonable efforts to obtain confidential treatment or a protective order covering the disclosed Contractor Confidential Information. The City shall only disclose that portion of Contractor Confidential Information that it is legally required to disclose.

13.3 American Institute of Certified Public Accounts (AICPA) Audit Reports. .

13.3.1 Contractor shall provide to City, on an annual basis, an SSAE 18, SOC 2, Type 2 Report,, and an SSAE 18, SOC 1, Type 2 Audit Report, to be conducted by an independent third party (“Audit Reports”) (if Contractor is using a hosting service provider, Contractor shall provide such Audit Reports it receives from its service provider or providers) as follows: (a) the Audit Reports shall include a 365 day (12-month) testing period; and (b) the Audit Reports shall be available to City no later than thirty (30) days after they are received by Contractor. If Contractor receives a so-called “negative assurance opinion,” or the annual Audit Report finds a material data privacy or information security issue, Contractor shall notify City of

such opinion within three Days of receipt by Contractor. Contractor shall implement reasonably required safeguards as identified by any audit of Contractor's data privacy and information security program or promptly notify City in writing if Contractor is unable to implement mitigation measures to address the issue(s). Upon any such notification, City shall have the right, without further obligation or liability to Contractor, to terminate this Agreement. Any failure by Contractor to comply with this Section shall be a material breach of this Agreement.

13.3.2 Audit of Contractor's Policies. Contractor agrees to make its policies, procedures and practices regarding Data Security available to City, if needed, and agrees that City reserves the rights, including, but not limited to, making a site visit, scanning for malicious codes, and hiring a third-party to perform a security audit if City determines that the Audit Report is unsatisfactory.

13.3.3 Information Security Audits. Contractor must contract with an independent third party to perform yearly information security audits of their primary and backup Data Centers. The annual audits must include an outside penetration/vulnerability test, and internal penetration and vulnerability tests with the third-party directly on the internal network. The summary results of the audits must be shared with the City. All audit findings must be remedied.

13.3.4 Audit Findings. Contractor shall implement reasonably required safeguards as identified by City or by any audit of Contractor's data privacy and information security program.

13.4 Payment Card Industry (PCI) Requirements. Contractors providing services and products that handle, transmit or store cardholder data, are subject to the following requirements:

13.4.1 Applications shall be compliant with the Payment Application Data Security Standard (PA-DSS) and validated by a Payment Application Qualified Security Assessor (PA-QSA). A Contractor whose application has achieved PA-DSS certification must then be listed on the PCI Councils list of PA-DSS approved and validated payment applications.

13.4.2 Gateway providers shall have appropriate Payment Card Industry Data Security Standards (PCI DSS) certification as service providers (<https://www.pcisecuritystandards.org/index.shtml>). Compliance with the PCI DSS shall be achieved through a third-party audit process. Contractor shall comply with Visa Cardholder Information Security Program (CISP) and MasterCard Site Data Protection (SDP) programs.

13.4.3 For any Contractor that processes PIN Debit Cards, payment card devices supplied by Contractor shall be validated against the PCI Council PIN Transaction Security (PTS) program.

13.4.4 For items 13.4.1 to 13.4.3 above, Contractor shall provide a letter from their qualified security assessor (QSA) affirming their compliance and current PCI or PTS compliance certificate.

13.4.5 Contractor shall be responsible for furnishing City with an updated PCI compliance certificate 30 Days prior to its expiration.

13.4.6 Bank Accounts. Collections that represent funds belonging to the City and County of San Francisco shall be deposited, without detour to a third-party's bank account, into a City and County of San Francisco bank account designated by the Office of the Treasurer and Tax Collector.

13.5 Protected Health Information . Contractor, all subcontractors, all agents and employees of Contractor, and any subcontractor shall comply with all federal and state laws regarding the transmission, storage and protection of all PHI disclosed to Contractor by City in the performance of this Agreement. Contractor agrees that any failure of Contractor to comply with the requirements of federal and/or state and/or local privacy laws shall be a material breach of the Contract. In the event that City pays a regulatory fine, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of PHI given to Contractor or its subcontractors or agents by City, Contractor shall indemnify City for the amount of such fine or penalties or damages, including costs of notification. In such an event, in addition to any other remedies available to it under equity or law, City may terminate the Agreement.

13.6 Reserved. (Business Associate Agreement)

Article 14 Force Majeure

14.1 Liability. No Party shall be liable for delay in the performance of its obligations under this Agreement if and to the extent such delay is caused, directly or indirectly, by: fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, or any other cause beyond the reasonable control of such Party (a "Force Majeure Event"). In the case of a Force Majeure Event, Contractor shall immediately commence disaster recovery services as described in Section 14.4.

14.2 Duration. In a Force Majeure Event, the non-performing Party shall be excused from further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such Party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay. Any Party so delayed in its performance shall immediately notify the Party to whom performance is due by

telephone (to be confirmed in writing within two Days of the inception of such delay) and describe at a reasonable level of detail the circumstances causing such delay.

14.3 Effect. If a Force Majeure Event substantially prevents, hinders, or delays performance of the Services as critical for more than 15 consecutive Days, then at City's option: (i) City may terminate any portion of this Agreement so affected and the charges payable hereunder shall be equitably adjusted to reflect those terminated Services; or (ii) City may terminate this Agreement without liability to City or Contractor as of a date specified by City in a written notice of termination to Contractor. Contractor shall not have the right to any additional payments from City for costs or expenses incurred by Contractor as a result of any force majeure condition that lasts longer than three Days.

14.4 Disaster Recovery. In the event of a disaster, as defined below, Contractor shall provide disaster recovery services in accordance with the provisions of the disaster recovery plan attached as Appendix E hereto, or as otherwise set forth in this Agreement or any Statement of Work. Notwithstanding Section 14.1, a Force Majeure Event shall not excuse Contractor of its obligations for performing disaster recovery services as provided in this Section. In the event that a disaster occurs and Contractor fails to restore the hosting services within 24 hours of the initial disruption to Services, City may, in its discretion, deem such actions to be a material default by Contractor incapable of cure, and City may immediately terminate this Agreement. For purposes of this Agreement, a "disaster" shall mean an interruption in the hosting services or the inability of Contractor to provide City with the SaaS Application and hosting services for any reason that could not be remedied by relocating the SaaS Application and hosting services to a different physical location outside the proximity of its primary Data Center.

14.5 Acknowledgment of Obligations. Contractor expressly acknowledges and agrees that in no circumstance will a Force Majeure Event relieve it from any of its security, disaster recovery, and/or business continuity obligations set forth in this Agreement. Additionally, obligations of indemnification under this Agreement will not be relieved, delayed, or limited due to Force Majeure Events.

Article 15 Appendices

15.1 Appendices. The following appendices are hereby attached and incorporated into this Agreement by reference as though fully set forth herein:

Appendices:

- A. Scope of Work
- B. SaaS Application & Hosting Services

- C. Calculation of Charges
- D. Service Level Obligations
- E. Disaster Recovery Plan
- F. Liquidated Damages and Credit Assessments

Article 16 MacBride And Signature

16.1 MacBride Principles -Northern Ireland. The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this Agreement. By signing this Agreement, Contractor confirms that Contractor has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day first mentioned above.

CITY	CONTRACTOR
San Francisco Municipal Transportation Agency	Arcadis U.S. Inc.
_____ Julie B. Kirschbaum Director of Transportation	_____ Larry Baldwin Product Bundle Director
Authorized By: Municipal Transportation Agency Board of Directors	<u>Acknowledgement of Large Vehicle Driver Safety Training Requirements:</u>
Resolution No: _____	By signing this Agreement, Contractor acknowledges that it has read and understands Section 12.1: Large Vehicle Driver Safety Training Requirements.
Adopted: _____	City Supplier Number: 0000025180
Attest: _____ Secretary to the Board	
Approved as to Form: David Chiu City Attorney	
By: _____ MISHA TSUKERMAN Deputy City Attorney	

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Appendix A
Scope of Work

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I. DEFINITIONS

- a. API: Application Programming Interface.
- b. Convenience Fee: Fee charged to Customers for use of Services.
- c. License Plate (LP): Parked vehicle's license Plate.
- d. Merchant of Record (MOR): an entity authorized to process credit and debit card transactions on behalf of another business, taking on the legal and financial responsibility for each sale.
- e. MMS: Meter Management System.
- f. Mobile Parking Payment (MPP) Service or System: Mobile parking payment system and support services provided by the contracted firm that enables the public to pay for parking in metered areas under the City's jurisdiction
- g. MSID: Multi-space paystation number (also used in lieu of multi-space ID, paystation ID, paystation, multi-space meter, multi-space).
- h. Parkers or Users: Members of the public who access Services under this Agreement for payment of metered parking space.
- i. Pay by License Plate (PbLP): Parking payment that requires parkers to enter the license plate of their vehicle in order to start a new or extend an existing parking session. Parkers enter the MSID if paying for a PbLP location.
- j. Pay-by-Space (PbS): Parking payment for a selected space only. No license plate entry is required.
- k. Post ID: unique parking meter number. A single-space meter number is equal to the Post ID. A multi-space paystation managing PbS uses an unique Post ID for each space managed by a single MSID: in this case, a Parker would enter a MSID + Space Number.
- l. Short Message Service (SMS) Fee: The fee charged to Parkers to receive certain text messages to their smartphone devices.
- m. Space Number: The parking space number in the PbS environment that is managed by a MSID number.
- n. Special Event (SE): Special event rate policy where different rates, time limits or closer restrictions are assigned to a specific date/time/Post ID combination. Communicated to mobile parking payment vendors via Special Events API service.

- o. System Integration:** Requirements listed in SOW Section IV Mobile Parking Payment System Integrations.
- p. Transaction Fee:** The fee charged to the SFMTA by MPP contractor for each completed transaction that results in payment at a metered parking space.

II. MOBILE PARKING PAYMENT ADMINISTRATIVE REQUIREMENTS

a. Parkers support

1. The Contractor shall provide a toll-free number for Parkers to use in San Francisco when parking at SFMTA (and other relevant jurisdictions e.g., Port, Treasure Island) between 7 am and 6 pm PST/PDT, Monday through Saturday except for official SFMTA holidays. Contractor shall route all non-MPP service-related questions to the City’s 311 Call Center.
2. Upon expiration or termination of the Agreement, Contractor shall transfer the toll-free number at no additional cost to the SFMTA, or any third party as designated by the SFMTA

b. SFMTA support

1. The Contractor shall provide a toll-free number that is available, at a minimum, between 8 am and 5 pm PST/PDT Monday through Friday, except for official SFMTA holidays.
2. The Contractor shall provide Parkers support staff that responds to designated SFMTA administrative staff within 24 hours from the time the request is received during operating hours.
3. The Contractor shall provide emergency technical support staff that responds to the SFMTA via email within 60 minutes from the time SFMTA sends a “request to assist” email during operating hours.

c. Convenience Fee

1. The Contractor MPP Service shall be capable of adding a Convenience Fee to parking charges upon SFMTA written direction only. The Convenience Fee shall be charged to new and “add time” events. The SFMTA will determine the amount of any convenience fee charged to the Parkers for MPP Service use.
2. The Contractor MPP Service shall be capable of setting a Convenience Fee per parking space or by Pay by License Plate (PbLP) zone (e.g., if SFMTA has 100 different parking zones, it should be able to set 100 different convenience fee amounts).

3. Should the Convenience Fee be adjusted by the SFMTA, the actual adjustment amount will be communicated to the Contractor in writing. The Contractor shall have three business days to implement the new fee structure from the time of receipt of notice.

d. SMS Fee

1. Contractor's MPP Service shall not charge any SMS fees unless specifically authorized in writing by the SFMTA.
2. Contractor's MPP Service may elect not to have or offer SMS notifications and use "in-app" notifications only.

e. Transaction Fee

1. The Contractor shall submit of the Transaction Fees by 15th of each month for the previous month's successfully completed transactions.
2. The Contractor will be paid the Transaction Fee, as defined in Appendix C Calculation of Charges, per each mobile parking payment transaction.
3. There will be no adjustments to the Transaction Fee for the first two years of the Agreement.
4. The Contractor shall be granted the option to increase the Transaction Fee amount according to options defined in Appendix C Calculation of Charges.
5. Costs to be paid by Contractor shall include, but are not limited to the following:
 - a. Total costs of operation and Systems Integration, as described in Section IV Mobile Parking Payment System Integrations of this Appendix A Scope of Work.
 - b. Credit card gateway fees (not including Merchant Fees which will be paid for by the City).
 - c. Parking meter decals (approximately 15,000 hardware devices: 12,000 single-space meters and 3,500 paystations) with at least 500 spare decals for each contract year. (*Note: This only includes decal procurement costs, not design which will be performed by the SFMTA.*)
 - d. Overhead signage and installation materials for up to 3,500 signs during the Agreement term. (*Note: This only includes signage procurement costs, not design and installation. Signage design and installation will be performed by the SFMTA.*)
 - e. Notification when parking transaction is initiated.

- f. Email receipt of parking transaction.
- g. Notification about parking session imminent expiration.
- h. Customer support service.
- i. On-going technical support.
- j. Cost of any equipment or software to enable the operations of the Contractor's Mobile Parking Payment System.
- k. Software customization costs to fit with SFMTA naming convention of various parking attributes.
- l. Licensing costs.
- m. Software maintenance and support costs.
- n. Software upgrades and new releases.
- o. Implementation costs.
- p. Training costs.
- q. Operational manual and subsequent documentation updates.
- r. Third-party software costs and licensing.
- s. Any and all additional costs not specifically excluded from the requirements or priced separately.

f. Marketing

- 1. Upon written authorization from SFMTA, the Contractor shall conduct marketing campaigns throughout the term of the Agreement to inform Parkers about MPP Service offerings for SFMTA and other metered jurisdictions.
- 2. SFMTA may fund a portion of marketing campaign.
- 3. The Contractor shall not perform any advertising using its smart phone applications, without written authorization from the SFMTA.

g. New User registration

- 1. The Contractor shall allow Parkers to create User account.
- 2. The Contractor shall allow Parkers to utilize their existing accounts including Google, Microsoft and Apple instead of creating a dedicated MPP account.
- 3. The Contractor shall not request Parkers' demographic or any other non- account/payment relevant information.

h. Guest login

1. The Contractor shall allow for “guest login” where Parkers are allowed to perform a transaction without creating an account.
2. The Contractor shall allow “guest login” functionality for Interactive Voice Response (IVR) systems.

III. MOBILE PARKING PAYMENT SERVICE SPECIFICATIONS

a. Smartphone application

1. The Contractor shall offer a MPP application for both major mobile platforms (i.e., iOS and Android).
2. The Contractor shall offer a MPP application at no cost to download.
3. The Contractor shall not offer “in app” purchases in its MPP application, unless designated and approved in writing by the SFMTA.
 - a. The Contractor may offer a membership option which Parkers can opt into at their discretion. Refer to Appendix C Calculation of Charges for pricing. Among other perks this membership option voids the use convenience fee at all SFMTA locations for the account holder.
4. The Contractor shall not post advertisements without the SFMTA’s written permission.
5. The Contractor shall offer MPP Service that allows Parkers to begin a parking session by using a single space meter number (i.e., Post ID), a multi-space paystation number (i.e., MSID) or a pay-by-license-plate zone number (i.e., PbLP Zone).
6. The Contractor shall offer flexibility in MPP zone numbering format. The SFMTA may introduce five-digit zone numbers in the future, and Contractor shall accommodate such change at no charge to the SFMTA.
7. The Contractor shall offer a MPP Service that allows purchase of parking time for these parking modes:
 - a. Pay-by-space (PbS) managed by single space meter number (Post ID).
 - b. PbS managed by multi-space paystation.
 - c. Contractor’s MPP application shall recognize PbS locations managed by multi-space paystations and prompt the User to enter a space number

- d. Pay-by-license-plate (PbLP) managed by multi-space paystation.
 - i. Contractor's MPP application shall recognize PbLP location and prompt the User to enter license plate (LP) number, if license plate is not already a part of User profile.
 - ii. If LP is already a part of the User profile, Contractor's MPP application shall allow User to select time to park after PbLP zone or MSID is entered.
- 8. The Contractor shall support functionality where Parker is presented a choice of parking space type (e.g., commercial vs. general meter parking). Parking space type is provided in Meter Policy API. This choice shall be offered after MPP parking zone is entered. This functionality shall be configurable to be ON or OFF depending on SFMTA's direction.
- 9. The Contractor shall offer a MPP Service that allows Parkers to purchase parking time by using minutes, hours, or days consistent with corresponding time limits. A single session will be no longer than 24 hours.
- 10. The Contractor shall offer a MPP Service that allows SFMTA to set a minimum increment of parking time in which Parker selects desired parking time (e.g., no less than fifteen minutes worth of parking can be purchased). This parameter shall be dynamically set from Contractor's backend based on parking space and/or zone, a collection of spaces and/or zones.
- 11. The Contractor shall offer a MPP Service that specifies the address of the parking location after Post ID, MSID or PbLP zone is entered.
- 12. The Contractor's MPP application shall offer confirmation of parking location (Post ID and address), parking expiration time, and cost (including any convenience, or other fees associated with parking transaction).
- 13. The Contractor's MPP application shall offer a confirmation screen that tells the Parkers the transaction has been approved and the parking session has begun. The Contractor shall provide notification informing the Parkers if MPP parking meter visual indication is ON or OFF. SFMTA will determine exact messaging after reviewing all possible options.
- 14. The Contractor shall provide Parkers with the option to receive a push notification and/or email receipt informing them that their parking session has begun.

b. Web-based solution

- 1. In addition to smart phone application, the Contractor shall offer the MPP Service accessible through web interface.

2. The Contractor's web application must use a secure internet protocol (e.g., such as <https://...>).
3. Contractor's web-based application shall be available on any internet browser regardless of the operating system.
4. Contractor's web-based application shall be available free of charge.
5. Contractor's web-based application functionality must match requirements listed in section II.a Mobile Parking Payment Administrative Requirements, Parkers Support of this Appendix A Scope of Work or pass a usability test at SFMTA's discretion prior to launch.

c. Interactive Voice Response (IVR)

1. The Contractor shall offer MPP Service accessible through IVR phone systems.
2. The Contractor's IVR system shall be customizable according to specifications agreed to by the SFMTA and the Contractor.
3. The Contractor's IVR shall allow for customization to streamline IVR menus to improve the Parkers' experience, including options to provide translations in Spanish and Chinese (Mandarin).
4. Contractor's IVR system shall permit Parkers to:
 - a. Create an account or proceed with "guest" check out.
 - b. Initiate parking session.
 - c. Extend parking session only with an existing account. (no guest sessions)
5. Contractor's IVR system functionality shall support the requirements listed in Section II.a Mobile Parking Payment Administrative Requirements, Parkers Support of this Appendix A Scope of Work.

d. Parking sessions

The Contractor shall offer a MPP Service that:

1. Does not allow Parkers to select parking sessions that extend beyond posted operating hours (e.g., if payment is made at 3 p.m. and operating hours end at 6 p.m., the Parker is only permitted to select up to 180 minutes (3 hours) of parking time).
 - a. Prorates the parking transaction rate accurately when the remaining operating period is less than the minimum parking time increment (e.g., if the minimum parking time increment is 15 minutes and there are only 10 minutes remaining in a parking meter's operating period,

the MPP Service shall permit the Parker to select up to 10 minutes of parking and accurately prorate the rate for either new parking sessions or extensions of existing sessions).

2. Communicates all relevant parking sessions to SFMTA meter vendor within 10 seconds of completing the transaction.
3. Communicates all relevant parking sessions to SFMTA enforcement (backend ticket processing) vendor within 10 seconds of completing the transaction.
4. Communicates all relevant parking sessions to SFMTA residential parking permit (RPP) vendor if different from backend citation processing vendor within 10 seconds of completing the transaction.
5. Communicates all relevant parking sessions to SFMTA license plate recognition vendor within 10 seconds of completing the transaction.
6. Allows Parkers to extend parking session up to the posted time limit using web and mobile payment method regardless of whether the web or mobile application was used to originate the first parking transaction.
7. Allows Parkers to receive a reminder via in-app notifications five minutes before the parking session expires.
8. Prohibits purchasing parking time for the same parking space within 30 min of original parking session expiration time.

e. Test/maintenance transactions

The Contractor shall allow SFMTA meter maintenance staff to perform test transactions using a mobile application and web interface. Such transactions should be recorded as “Tech Credit” in the Contractor’s management system. All “Tech Credit” transactions shall be communicated via JSON real-time revenue feed; but shall not affect any of the monthly revenue totals. Test sessions will be reimbursed by Arcadis within monthly limits through approved cards provided to SFMTA.

f. Parking confirmation

1. The Contractor shall offer a MPP Service that provides confirmation upon successful payment via SMS, push notification or email; whichever is configured in app settings.
2. The Contractor shall offer a MPP Service that provides a payment failure notification.

3. The Contractor shall offer a MPP Service that provides confirmation and running transaction countdown until the parking session expires as part of its mobile application.

g. Service availability

The Contractor shall offer a MPP Service that is available 99.9% of the time during a given operational business day. This includes various integration points (e.g., enforcement, meter vendors, banking, LPR, SFMTA data warehouse and meter/inventory/special events API).

h. Pre-pay functionality

The Contractor shall offer a MPP Service that lets a Parker purchase parking time before operating hours begin (i.e., a prepay). If Parkers prepay, the paid time shown on the Contractor's MPP application shall include any amount of free time between when Parkers prepaid and when the parking operation hours begin. For example, if paid operations begin at 9 a.m., and Parkers prepays for one hour at 8 a.m., Contractor's MPP application counter will show that the countdown for parking session of two hours. This means that Parkers is paid through 10 a.m. (one free hour from 8 a.m. to 9 a.m., and one paid hour from 9 a.m. to 10 a.m., for a total of the two hours shown on the application countdown).

i. Multiple jurisdictions support

The Contractor shall offer a MPP Service for multiple jurisdictions under SFMTA's contract umbrella. SFMTA will manage the relationship between Contractor and all jurisdictions. SFMTA will provide programing, rules, and regulations for each jurisdiction. The Contractor shall offer the following functionality in support of each assigned jurisdiction:

1. Separate billing
2. Separate management system accounts
3. Supply a proper justification tag as part of its real-time JSON feed
4. Support different rules for each jurisdiction
5. Support different banking requirements for each jurisdiction
6. Each jurisdiction will be separate reporting and management reports will need to be exported from each.

j. Monitoring service

The Contractor shall implement a monitoring and alerting system (aka “watchdog software”) to monitor all data transmissions to and from the SFMTA, at no cost to the SFMTA.

k. Optional: Mapping

The Contractor may offer an interactive map function or use the existing SFMTA map that displays on-street pricing around the city based on rates published via SFMTA Policy API.

IV. MOBILE PARKING PAYMENT SYSTEM INTEGRATIONS

A. Development, Testing and Deployment of Integrations Upon Contract Award.

The Contractor shall develop and successfully demonstrate to SFMTA **all** System Integration points listed in this section IV Mobile Parking Payment System Integrations within **180 calendar days** of contract execution, immediately followed by a six-week testing period. Refer to Article 4, Section 4.3 Systems Integrations, Acceptance Testing; Document Delivery; Training. Updates that affect System Integrations during the term of the Agreement shall also be subject to a six-week testing period.

B. Systems Integrations, Monitoring, and Support During Contract Term.

The Contractor shall provide and support **all** System Integration points for the Agreement term, unless otherwise authorized by City under the integration light implementation (see IV.C.). During the contract term, the Contractor shall constantly monitor policy, inventory and SE API services and other System Integration points (enforcement, meter vendor and LPR) for availability and uptime, at no cost to the SFMTA. Such monitoring shall be done in auto mode without a reminder from the City.

C. “Integration Light” Development, Testing, and Deployment

The Contractor may request City to conduct acceptance testing and review for approval of a subset of integration requirements, referred to as an “integration light” approach, within the first six months and six weeks of the Agreement. The “integration light” approach requires successful development, testing, and deployment of the integration points **a, b, c, g, and h** in this Appendix A Scope of Work Section IV.D.

D. Systems Integrations

The Contractor shall provide and support for the Agreement term the following System Integration points:

a. Real-Time Revenue Feed (Attachment 1)

1. The Contractor shall transmit, at a minimum, 99.5% of all MPP transaction data to SFMTA's backend systems in accordance with Attachment 1 to this Appendix A Scope of Work.
2. In case of interruption in real-time data feed to the SFMTA (regardless of where interruption occurred), the Contractor shall be able to re-transmit failed events no later than five business days after the event.
3. The Contractor's MPP System shall differentiate between two possible transaction event types, new session, and add-time session, where an add-time session is defined as when a Parker adds time to a parking session already in progress (i.e., a parking space is already paid, and the Parker is adding time).
4. The Contractor's MPP System shall differentiate between payment time and parking session start time for pre-pay, new, and add-time transactions.

b. Meter inventory and policy API (Attachment 2)

1. The Contractor shall develop an integration point with the SFMTA's meter inventory and policy API.
2. The Contractor shall use payload received from the SFMTA's meter inventory and policy API to program all its parking locations/zones under this agreement without exception.
3. The Contractor shall develop an automated interface to receive updates via the SFMTA's meter inventory and policy API on daily basis via schedule and upon request from the SFMTA in case of urgent updates.

c. Special events API (Attachment 3)

1. The Contractor shall develop an integration point with the SFMTA's special events API.
2. The Contractor shall use payload received from the SFMTA's special events API to program all its parking locations/zones under this agreement without exception.
3. The Contractor shall develop an automated interface to receive updates via the SFMTA's special events API on daily basis via schedule and upon request from the SFMTA in case of urgent updates.

d. Weekly revenue reconciliation (Attachment 4)

The purpose of this reconciliation summary file is to compare the revenue data totals in Contractor’s database with SFMTA’s database where revenue was received by real time feed.

1. The Contractor shall submit weekly revenue summary (Sunday to Sunday) to SFMTA on Monday of each week.
2. The Contractor shall do so for Jurisdiction under the agreement.

e. Enforcement integration

The Contractor’s MPP System shall integrate with SFMTA’s citation processing vendor (Trellint, formerly Conduent). This integration shall include providing the list of paid space numbers (Post IDs) along with license plate numbers (when applicable) and session duration. The Contractor’s Mobile payment system shall communicate “paid” space and license plate status on individual space (e.g., post id 419-02070) and block- face levels (e.g., even side of 11th Street 500 block or odd side of Geary 4400 block).

If the SFMTA changes the citation processing vendor during the term of the Agreement, the Contractor shall integrate with new provider, at no cost to the SFMTA, within 120 calendar days from the written request.

f. License plate recognition technology supplier (LPR) integration

The Contractor’s MPP System shall integrate with SFMTA’s License Plate Recognition (LPR) technology provider (currently Genetec). If the SFMTA changes the LPR vendor during the term of the agreement, the Contractor shall integrate with the new provider at no cost to the SFMTA within 120 calendar days from the written request.

g. Banking integration

The Contractor’s MPP System shall integrate with SFMTA’s credit card processing vendor (CityBase). If the SFMTA changes credit card processing vendor during the term of the agreement, the Contractor shall integrate with new provider at no cost to the SFMTA within 120 calendar days from the written request.

h. Parking meters – visual integration (Attachment 5)

The Contractor’s MPP System shall integrate with SFMTA’s parking meter vendor to allow “visual indication” of MPP transactions for both PbS and PbLP payment

methods. If the SFMTA changes or adds a new meter vendor during the term of the agreement, the Contractor shall integrate with the new provider, at no cost to the SFMTA, within 120 calendar days from the written request.

V. MOBILE PARKING PAYMENT PROGRAMMING

The Contractor shall offer a MPP System that adheres to the following programming rules and behaviors.

a. General programming provisions

1. The Contractor shall utilize SFMTA's API services for rate/policies engine programming, without exception, for example:
 - a. A policy change is being made within SFMTA's data warehouse.
 - b. Appropriate SFMTA's API end point is updated.
 - c. Contractor queries SFMTA's API.
 - d. Contractor validates and propagates the changes.
 - e. Contractor sends confirmation to SFMTA's API that changes have been applied.

All programming modes shall support the concept of an effective date or a deferred schedule of rates, operating hours, time limits, and other schedule attributes.

2. When programming using API services, the Contractor shall provide an acknowledgement of inventory, policy and SE configuration changes were successfully applied in rate/policy engine (i.e., API web service "APPLIED" message to SFMTA's data warehouse, corresponding to each affected space).
3. All programming modes shall include an audit trail listing all configuration changes, and download (if available) timestamps.
4. Programming audit report shall include but is not limited to the following:
 - a. Person/entity (i.e., API, User) responsible for changes.
 - b. Rate and behavioral profile changes (i.e., previous version and current version).
 - c. Effective date of change.
5. All programming modes shall result in the following exception lists. Exception lists shall be available via email and as a report in MMS.

- a. Changes received but not applied.
 - b. Changes applied but not downloaded.
6. All programming modes shall support editing and cancelation of the Special Events policy.
 7. The Contractor must program all meter holidays (i.e., free parking days) during the Agreement term. The current meter holidays are: New Year's Day, Thanksgiving and Christmas. The SFMTA can program different meter holiday schedules depending on Jurisdiction parameter.
 8. All programming modes shall support deployment of new rates and policies within 24 hours of their availability in the SFMTA's APIs.
 9. All mission critical programming errors including but not limited to rate, time limit, hours of operations, special events, SMS fee, Convenience Fee shall be remedied within 24 hours from report by the SFMTA.
 10. The Contractor shall be able to close multiple parking locations after direction from the SFMTA. The list of locations to "be closed" will be provided via excel or csv. The Contractor shall comply with the request within five business days.
 11. Programming via MMS shall not involve any specific software (i.e., Java or other special plugins) and shall be performed using W3-C Browsers.
 12. The Contractor shall offer MPP Service that accepts programming in two different modes:
 - a. API: Inventory, Policy, and Special Event policies.
 - b. Manual: programming via MMS. Some Jurisdiction (e.g., San Francisco Recreation and Parks) may not adhere to SFMTA's programming regulations and may need to be programmed separately by using Contractor's MMS and not API service.

b. Programming rules

1. FREE – no rate is assigned, does not accept any payment, "Free Parking" message is displayed within the app when valid PbS space/PbLP zone are selected.
2. PREPAY – application accepts payment before the beginning of the operating hours, according to scheduled daily rates.
3. RATE – application accepts payment and credits time based on programmed rate for specified hours of the day.

4. TOW – application does not accept payment, “TOW Away” message is displayed within the app.
5. NO PARKING – application does not accept payment, “No Parking” message is displayed within the app.
6. TIME LIMIT – application must confirm with time limits assigned to each parking space and zone so that the amount of time a parker can purchase is restricted by time limit rules. Parkers with the same account number cannot purchase parking within 30 minutes of original session expiration time assuming time limit was reached.

c. Programming validation

1. Prepay can only precede time rule type RATE (e.g., should the operation schedule begin with TOW, there could not be a PREPAY).
2. Time periods programmed with the behaviors FREE, PREPAY, RATE, and TOW must be mutually exclusive (i.e., no period of the day can have two of these rules assigned at the same period).
3. Time periods programmed for FREE or TOW may not have TIME LIMIT assigned.
4. TIME LIMIT is programmed independently from RATE and may or may not coincide with RATE buckets (i.e., for RATE bucket 12noon - 3pm, 12noon – 1pm TL = 30 min and from 1pm – 3pm TL = 120 min).
5. Propose application shall never allow a parker to purchase parking time more than the following:
 - a. The total number of Operating Hours for the day (i.e., if a parking space operates from 9am to 6pm, the maximum number of hours a parker can purchase is 9, if the selected space has no time limit).
 - b. The total number of hours left in the operating hours at the time the parker conducts the transaction.
 - c. The maximum number of continuous operating hours from the time of payment until the TOW period begins.
 - d. The Time Limit programmed.
6. SFMTA configuration uses “1440” value as “no Time Limit” designation. This means that the parker may purchase parking time up to the end of the operating hours. For example, if the meter operating hours are between 9am and 6pm, and the assigned Time Limit is 1440, parkers may purchase up to

540 minutes of parking even though the Time Limit is 1440. The Time Limit is always constrained by the Operating Hours or other SE override.

7. Operating hours shall serve as an ultimate boundary for any normal programming rules (i.e., should RATE exist outside of the operating hours; it shall not be applied beyond the end of the operating hours. However, special events rules can be applied outside of the operating hours.
8. Cap Color/Space Type designated as WHITE and/or ORANGE is identical in its behavior to TOW AWAY.
9. The Contractor's Mobile Parking Payment (MPP) application shall allow purchasing parking time past midnight (should it be configured for 24-hrs operations).

d. Special event (SE) programming

1. The Contractor shall offer MPP Service that accommodates three different SE types that override the policies for that space/time/date bucket as defined by a SE calendar:
 - a. Rates
 - b. Time Limits
 - c. Closures – restricts parking and results in No Parking message.
2. SE programming may never override the regular TOW schedule.
3. The Contractor shall offer MPP Service that supports multiple SE overrides during any 24-hour period. The SE override may include multiple SE overrides for the same period, eg., a Rate and Time Limit override for 3-6pm on a particular Sunday.
4. SE overrides may change the operating hours of a meter. For example, a meter may have free parking on Sundays during regular operation, except for when there are SE overrides for a particular Sunday.

VI. MOBILE PARKING PAYMENT MANAGEMENT SYSTEM (MS)

a. General management system provisions

1. Contractor's MS shall contain, at a minimum, the following general modules:
 - a. System Administration
 - b. Revenue Reports
 - c. Management of User Permissions and Alerts

- i. Integration points (MacKay (meter hardware vendor), Trellint (enforcement vendor), Genetec (LPR vendor), SFMTA)
 - ii. Service failure (app or web-client is not available/not reachable)
- 2. Contractor's MS shall support a minimum of three different User groups (administration, accounting, reporting).
- 3. Contractor's MS shall allow the SFMTA to manage Users and permissions directly, without having to go through the Contractor staff to add Users or create or modify User permissions.

b. Reporting module

The Contractor's MS, at a minimum, shall have the following functionalities and reports:

1. MPP MS shall allow for ad-hoc revenue reporting based but not limited to the following search parameters:
 - Date and date range
 - Post ID (single space meter #)
 - Paystation ID (multi-space paystation #)
 - PbLP zone #
 - License plate
 - Street and Block
 - Combination of Streets and Blocks
 - Street
 - Combination of Streets
 - Collection Route
 - Collection Sub-route
 - Parking Meter Maintenance (PMR) routes
 - Combination of either collection routes, subroutes, PMR routes
 - Enforcement Beats
 - Combination of Enforcement Beats
2. The Contractor's MS reporting module shall have parking history by Last 4 digits of credit card # and date/date range - provides the parking history based on the last 4 digits of a credit card.

3. The Contractor's MS reporting module shall have a report detailing SMS messages sent by data range should SMS messages be offered as a chargeable feature upon request by City.
4. The Contractor's MS reporting module shall have a daily deposit report - the total revenue amount deposited each day.
5. The Contractor's MS reporting module shall have an individual transaction report
- provides the detailed breakdown of each transaction within a date range.
6. The Contractor's MS reporting module shall have processing and usage charges - provides a summary of usage for a specific date range.
7. The Contractor's MS reporting module shall have the date range report with the summary of Parking, Transactions, and Convenience Fees for any given parking location or a selection of multiple parking locations.
8. The Contractor's MS reporting module shall have a transaction detail report – lists the transaction ID and transaction date, transaction start time, transaction end time, the amount paid, the payment type, the time purchased. Should the payment be made during prepayment hours, the time purchased shall include only the time starting at the beginning of operating hours for which payment is required.
9. The Contractor's MS reporting module shall report on various exception cases within any specified time. Such cases, shall include but not be limited to the following:
 - a. Service outages for smart phone application, mobile application, and IVR
 - b. Gateway outages
 - c. Inventory, Policy and Special Event update failures
10. The Contractor's MS reporting module shall have the report called "Monthly Transaction Billing". This report should reflect accurate jurisdiction (e.g., SFMTA, Port, Treasure Island, Off-street) billing information. SFMTA shall run this report for either single or multiple months.
11. The Contractor's MS shall have a monthly summary statistics report that can be run for either single or multiple months. This report should include the total number of successful monthly transactions, total revenue (separate by jurisdiction), total convenience fee (if applicable), total transaction and SMS (if applicable) fees. Average transaction size, average # of transactions per day, and average # of transactions per week.

VII. OPTIONAL SERVICES

Subject to availability and upon approval by City, Contractor shall provide, as part of its service, the following services:

a. **Wallet**

A MPP wallet when parking at SFMTA (and other relevant jurisdictions e.g., Port, Treasure Island) and using Contractor's MPP Service.

b. **Cash/Check Payment**

1. Parkers an ability to pay via cash or check when using Contractor's MPP Service to park in the City.
2. Contractor shall describe cash/check payment functionality when offered.

c. **Merchant of Record (MOR)**

MOR services to City. Contractor shall describe MOR service when offered.

d. **Corporate Account**

Corporate account setup for business and organizations that wish to utilize mobile payment options for its employees.

e. **Credit Card Aggregation**

Credit card aggregation shall allow SFMTA to utilize merchant fees savings by combining transactions from the same credit card under the same authorization over a period of a designated number of days.

f. **Moderated Parking**

Moderated Parking as an optional, value-add feature, after the initial go-live date, to allow City to create lists to special rate access in designated parking spots, assigned to users based on email address. Acceptable file formats for list management are CSV for direct uploads or .json through API. Integration requirements to third-party systems to be defined prior to integration. Moderated Parking may be available to City at a flat cost per year charged to City. Moderated Parking includes spot configuration, access assignment and user management. See Exhibit B.

g. **Discount Codes**

Services to apply a discount to parking transactions via Discount Codes. These codes provide a discount on the session. These codes can be used once or can be

used multiple times. For example, if a restaurant owner wants to provide a discount code to a guest, then the owner can provide this code that allows the guest a discount on that parking session. Contractor is required to have this work with the integrations for Genetec, Trellint, and MacKay. See Exhibit C.

h. Additional Features and Enhancements

Upon City's written request, Contractor shall provide proposals for additional features and enhancements and shall execute upon written approval from City per a mutually agreed upon development and deployment schedule.

Appendix B

SaaS Application & Hosting Services

- I. Description of the SaaS Application and Hosted Services**
- II. SaaS Data Centers**
- III. SaaS Maintenance Services.**
- IV. City Responsibilities**
- V. Technical Support & Training**

I. Description of the SaaS Application and Hosted Services: “SaaS Application and Hosted Services” include the following services:

A. Software: Use of Contractor’s Software operating on hosted equipment located at Contractor’s facility and/or any Data Center as further outlined under Section II (SaaS Data Centers) of this Appendix B. This includes:

B. Third-Party Software:

1. Providing certain third-party software required to operate the SaaS Software and other bundled third-party software packages required to support the operation of the SaaS Software.
2. Inclusion of regular Software and Contractor-supplied third-party software updates, patches and fixes as scheduled by Contractor.

C. Remote Software: Contractor shall provide access to and use of a remote software tool for City management of Authorized Users, access rights and other similar role-based controls as they pertain to the SaaS Services. Method will be published through Contractor portal and be made available to Authorized Users with elevated privileges.

D. Back-Up of City Data:

1. Contractor shall provide up to 36 months of on-line hourly data retention for SaaS Software operation and functionality.
2. Contractor shall provide incremental City Data backups at a minimum of every four hours to an off-site location other than the primary hosting center.
3. Contractor shall provide weekly, off-site backups with a duration that matches the agreed-upon backup schedule and retention to a location other than the primary hosting center. Off-site backups to include previous eight weeks.

E. SaaS Environments: The SaaS Application and Hosted Services shall be hosted in a certified and secure Tier-3 data hosting center.

1. A single Back-up Environment available as needed to serve as the backup or “failover” environment for the SaaS and Hosted Services

2. A single test environment available to the City and Contractor for the evaluation and eventual promotion of SaaS Software updates, patches, fixes or otherwise deemed tests. Test Environment shall perform at 50% or better of production environment.

F. Reporting: Contractor shall provide electronic notification within two hours of discovery and subsequent monthly reporting of any incidents or breaches that had occurred within the environment or to the hosted application. In the event of a breach, Contractor shall follow the procedures set forth in Section 13.1.5 of the Agreement.

G. Availability of SaaS Services: Contractor (or its Hosting Service contractor) shall host the **SaaS Services** on computers owned or controlled by Contractor (or its contractor) and shall provide the City with access to both a production environment with SaaS Application and data and a test environment with SaaS Application via Internet-access to use according to the terms herein.

1. Hosted System Uptime: Other than Scheduled SaaS Maintenance Services as outlined in Section III, emergency maintenance described below, Force Majeure as described in the Agreement and lack of Internet availability as described below, Contractor shall provide uptime to the SaaS Application and Hosted Service to achieve a 99.9% Service Level Availability.

2. Scheduled SaaS Maintenance

A. Contractor shall conduct Scheduled SaaS Maintenance during the following hours: Saturdays between 12 AM (Pacific Time) and 8 AM (Pacific Time), with the same exclusions noted in subsection 1, above.

B. Scheduled SaaS Maintenance shall not exceed an average of four hours per month over a 12-month period except for major scheduled upgrades.

3. Unscheduled SaaS Maintenance. Contractor shall use commercially reasonable efforts to prevent more than one hour of continuous down time during Business Hours in any month for which unscheduled SaaS maintenance is required. If Contractor fails to meet this obligation for a period of three successive calendar months, Contractor shall furnish City with a Performance Credit in the amount of 10% of the Services Fees (as calculated on a monthly basis for the reporting month).

4. Emergency Maintenance. If Force Majeure Events or emergencies arise or continue, Contractor shall be entitled to take any actions that Contractor, in good faith, determines is necessary or advisable to prevent, remedy, mitigate, or otherwise address actual or potential harm, interruption, loss, threat, security or like concern to any of the SaaS systems or the SaaS Software. Such emergency maintenance may include, but is not limited to: analysis, testing, repair, maintenance, re-setting and other servicing of the hardware, cabling, networks, software and other devices, materials and systems through which access to and/or use of the

SaaS Software by City is made available. Contractor shall endeavor to provide advance written notice of such emergency maintenance to City as soon as is reasonably possible.

5. Notice of Unavailability: In the event there will be more than 30 minutes down time of any SaaS or Hosted Service components for any reason, including, but not limited to Scheduled SaaS Maintenance or emergency maintenance, Contractor shall provide notice to users by posting a web page that indicates that the site is temporarily unavailable and to please come back later. Contractor shall also provide advanced e-mail notice to itsupport@sfmta.com which will include at least a brief description of the reason for the down time and an estimate of the time when City can expect the site to be up and available.

H. Changes in Functionality. During the term of this Agreement, Contractor shall not reduce or eliminate functionality in SaaS Services. Where Contractor has reduced or eliminated functionality in SaaS Services, City, in its sole election, shall: (i) have, in addition to any other rights and remedies under this Agreement or at law, the right to immediately terminate this Agreement and be entitled to a return of any prepaid fees; or, (ii) determine the value of the reduced or eliminated functionality and Contractor shall immediately adjust the Services fees accordingly on a prospective basis. Where Contractor increases functionality in the SaaS Services, such functionality shall be provided to City without any increase in the Services fees.

II. SaaS Data Centers

A. Control: The method and means of providing the Services shall be under the exclusive control, management, and supervision of Contractor, giving due consideration to the requests of City. Contractor, or any previously approved subcontractor, shall provide the Services (including data storage) on Data Centers solely from within the United States.

B. Data Center Standards.

Contractor's Data Centers shall have fully redundant and diverse network paths to City endpoints. Data Centers shall be located in geographically different seismic zones characterized by the lowest predicted chance of damage as defined by the US Geological Survey Earthquake Hazards Program.

Environmental systems must monitor/detect temperature, humidity, fluid leaks, fire/smoke/particulate and have accompanying suppression systems. Fire suppression systems should be dry pipe. Power should be fully conditioned to avoid spikes and other aberrations that can damage equipment. Temporary power units, such as generators, must be in place to support SaaS Services in the event of a power outage for up to three Days, and fuel replenishment contracts must be in place to keep temporary power operational for longer periods.

C. Location: The location of the approved Data Centers that will be used to host the SaaS Application are as follows:

Primary Tier 3 data center:
AWS US-East-2, Ohio A

Back-up Tier 2 data center:

AWS US-East-2, Ohio B

D. Replacement Hosted Provider: In the event Contractor changes the foregoing Hosted Provider, Contractor shall provide City with prior written notice of said change and disclose the name and location of the replacement Hosted Provider. The replacement Hosted Provider shall be a reputable Hosted Provider comparable to Contractor's current Hosted Provider, and said replacement Hosted Provider shall be located within the United States. The replacement Hosted Provider shall perform a SSAE 18, SOC 1 and/or SOC 2, Type 2 Report Audit Report at least annually, in accordance with Section 13.3 of this Agreement.

E. Notice of Change: If the location of the Data Center used to host the SaaS Application is changed, Contractor shall provide City with written notice of said change at least 60 Days prior to any such change taking place. Contractor shall disclose the address of the new facility, which shall be within the United States. The Data Centers referenced above are subcontractors that must be approved by City.

F. Subcontractors. Contractor shall not enter into any subcontracts for the performance of the Services, or assign or transfer any of its rights or obligations under this Agreement, without City's prior written consent and any attempt to do so shall be void and without further effect and shall be a material breach of this Agreement. The City has pre-approved Contractor's affiliates for subcontracts under this Agreement. Contractor's use of subcontractors shall not relieve Contractor of any of its duties or obligations under this Agreement.

III. SaaS Maintenance Services.

A. The SaaS Software maintained under this Agreement shall be the SaaS Software set forth in Appendix A to this Agreement.

B. The following SaaS Maintenance Services are included as part of this Agreement:

1. Contractor Software Version Upgrades, Software Revisions and Patches. Contractor shall provide and implement all SaaS Software Version upgrades, SaaS Software Revisions and SaaS Software Patches to ensure: (a) that the functionality of the SaaS Software and Services, as described in the Documentation, is available to Authorized Users; (b) that the functionality of the SaaS Software and Services is in accordance with the representations and warranties set forth herein, including but not limited to, the SaaS Software and Services conforming in all material respects to the specifications, functions, descriptions, standards, and criteria set forth in the Documentation; (c) that the Service Level Standards can be achieved; and (d) that the SaaS Software Services work with the non-hosted browser version.

i. **Planning:** Contractor must assist the City with the planning and logistics of upgrades and updates.

- ii. **Technical Assistance:** Contractor must provide technical assistance regarding release notes, new functionality, and new application workflows.
- iii. **Deployment:** Deployment of these revisions will be mutually agreed upon between Contractor and City.
- iv. **Software Releases:** Release of Software revisions as defined will be conducted on a schedule as determined by Contractor. Contractor shall provide no less than a 30-Day prior written notice of when any such revision is scheduled to be released. City will be granted a 15-Day evaluation window to review release documentation regarding software modules being impacted and general revision changes.
- v. **Testing:** After the evaluation period, Contractor shall conduct a deployment of the revision to the City test environment. The Software deployment will be scheduled in writing five Days prior to actual deployment activities. As part of the upgrade activities within the Test Environment, Contractor may provide nominal testing to ensure all systems are functional and the revision deployment was successful. Post-deployment activities include an e-mail or portal post to serve as written notification that this service has been completed. City shall have a 45-Day test window in which City has ability to test and raise issues with Contractor. Test environment deployment activities will be conducted during a mutually agreed-to time window and may not necessarily align with the production maintenance windows as described within this document.
- vi. **Severity 1 and Severity 2 Incident Correction:** If a SaaS Severity Level 1 or Severity Level 2 Issue is identified and appropriately triaged and classified by both Contractor and City during the test environment deployment test window, Contractor shall correct the SaaS Issue. The severity of a SaaS Issue will be initially defined by the City and confirmed by Contractor. Until the SaaS Issue has been resolved, the Severity Level may be raised or lowered based on Contractor's analysis of impact to business. If the SaaS Issue can be corrected and can be redeployed within the remainder of the deployment test window, City will have an additional five testing Days in which to evaluate and further test for the SaaS Issue resolution. If the SaaS Issue cannot be corrected within the remainder of the test window, Contractor will deploy

immediately upon availability with as much notice as practicable. City will be allowed an additional five testing Days to evaluate the correction post the test window if desired.

- vii. **Testing Suspension:** If at any time during the testing window City identifies the presence of multiple SaaS Severity Level 1 or Severity Level 2 Issues that can be shown to materially impact City's ability to continue testing, City may in writing elect to suspend testing until corrections for the SaaS Issues can be provided. Contractor will deploy corrections immediately upon availability with as much notice as practicable. Upon release of corrections, City will have five Days to commence the testing within the then available remaining testing window.
- viii. **Software Promotion:** Contractor will promote revision from Test Environment to Production and Back-up environments after the provided test window has elapsed. The Software promotion will be scheduled in writing five Days prior to actual deployment activities. As part of the promotion activities within the Production and Back-up environment, Contractor may provide nominal testing to ensure all systems are functional and the revision promotion was successful. Post promotion activities include an e-mail or portal post to serve as written notification that this service has been completed. At the point of e-mail or portal posting, the new revision will be considered "in production" and supported under the maintenance service terms described here within.
- ix. **Documentation:** In support of such SaaS Software Version upgrades, SaaS Software Revisions and SaaS Software patches, Contractor shall provide updated user technical documentation reflecting the SaaS Software Version upgrades, SaaS Software Revisions and SaaS Software patches as soon as reasonably practical after the SaaS Software Version upgrades, SaaS Software Revisions and SaaS Software Patches have been released. Updated user technical documentation that corrects SaaS Software Errors or other minor discrepancies will be provided to Contractor's customers when available.
- x. **Training.** Contractor must provide standard training using Contractor's upgrade tools and provide ongoing knowledge transfer to the City.

2. Third-Party Software Revisions. At its election, Contractor will provide periodic software revisions of Third-Party Software with the SaaS Software without further charge provided the following conditions are met: (i) the Third-Party Software revision corrects a malfunction or significant publicly disclosed security threat in the Third-Party Software that affects the operation or ability to provide secure use of the SaaS Software; (ii) the Third-Party Software Revision has, in the opinion of Contractor, corrected malfunctions or a significant security threat identified in Contractor's Technology System and has not created any additional malfunctions; and (iii) the Third-Party Software revision is available to Contractor. City is responsible for obtaining and installing or requesting installation of the Third-Party Software revision if the Third-Party Software was not licensed to City by or through Contractor. Contractor Software revisions provided by Contractor are specifically limited to the Third-Party Software identified and set forth in Appendix B to this Agreement.

C. Response to SaaS Issues. Contractor shall provide verbal or written responses to SaaS Issues identified by City in an expeditious manner. Such responses shall be provided in accordance with the Target Response Times defined under Section V (Technical Support).

D. SaaS Software Maintenance Acceptance Period. Unless otherwise agreed to by City on a case-by-case basis, for non-emergency maintenance, City shall have a 20-business-day period to test any maintenance changes prior to Contractor introducing such maintenance changes into production. If the City rejects, for good cause, any maintenance changes during the SaaS Software Maintenance Acceptance Period, Contractor shall not introduce such rejected maintenance changes into production. At the end of the Maintenance Acceptance Period, if City has not rejected the maintenance changes, the maintenance changes shall be deemed to be accepted by City and Contractor shall be entitled to introduce the maintenance changes into production.

E. SaaS Hardware: Contractor shall use commercially reasonable efforts to ensure that all hardware (including servers, routers, and other related equipment) on which the SaaS Application is deployed are attached to back-up power systems sufficient to maintain the site's availability for so long as any power outage could reasonably be expected to occur, based on the experience of Contractor at its deployment location and consistent with the Tier rating of the Data Center required under Section I.E. of this Appendix.

IV. City Responsibilities

A. City shall provide Contractor with timely notification of any SaaS Issues or SaaS Software Errors by either of these methods:

- 1. Contacting Contractor's Customer Support** at 1-888-569-8864.
- 2. By entering the problem on Contractor's Service Portal.** Notifications can be submitted through the City Portal. This is the preferred method by which to contact Contractor.

3. If City cannot readily access Contractor’s portal, City may contact Contractor at the “800” number listed above.

B. Support for Problem Investigation. City shall support all reasonable requests by Contractor as may be required in problem investigation and resolution.

C. SaaS Incident Manager: Designation of Point of Contact. City shall assign an individual or individuals to serve as the designated contact(s) for all communication with Contractor during SaaS Issue investigation and resolution.

D. Discovery of SaaS Software Errors. Upon discovery of a SaaS Software Error, City agrees, if requested by Contractor, to submit to Contractor a listing of output and any other data that Contractor may require in order to reproduce the SaaS Software Error and the operating conditions under which the SaaS Software Error occurred or was discovered.

V. 24X7 Technical Support:

A. 24x7 Technical Support: Authorized Users will make Technical Support requests 24/7 by calling or submitting a request via Contractor’s service desk web portal. The Technical Support staff shall assign to the request the Incident Severity Level indicated by the City. Severity Level 1 and 2 Incidents will be addressed 24/7/365. Severity Level 3 and 4 Incidents will be addressed during Business Hours.

Incident Severity Level	Target Response Time
Severity Level 1: Requires immediate attention– Critical production functionality is not available or a large number of users cannot access the SaaS Application. Causes a major business impact where service is lost or degraded and no workaround is available, preventing operation of the business.	Request Response Time: 15 minutes. Request Resolution Time Target: < 2 hours. Maximum Permitted Request Resolution Time: < 12 hours <i>City shall be entitled to a Service Credit of 15% of the Monthly Hosting Fee paid for each failure timely to achieve resolution. If Fees are paid annually, the 15% shall apply to 1/12 of that annual fee.</i>

Incident Severity Level	Target Response Time
<p>Severity Level 2: Requires priority attention - Some important production functionality is not available, or a small number of users cannot access the system. Causes significant business impact where service is lost or degraded and no workaround is available; however, the business can continue to operate in a limited fashion.</p>	<p>Request Response Time: 30 minutes</p> <p>Request Resolution Time Target: < 4 hours</p> <p>Maximum Permitted Request Resolution Time: < 48 hours</p> <p><i>City shall be entitled to a Service Credit of 10% of the Monthly Hosting Fee paid for each failure timely to achieve resolution. If Fees are paid annually, the 10% shall apply to 1/12 of that annual fee.</i></p>
<p>Severity Level 3: Requires attention – There is a problem or inconvenience. Causes a business impact where there is minimal loss of service and a workaround is available such that the system can continue to operate fully and users are able to continue business operations.</p>	<p>Request Response Time: 1 hr.</p> <p>Request Resolution Time Target: < 8 hours</p> <p>Maximum Permitted Request Resolution Time: < 96 hours</p> <p><i>City shall be entitled to a Service Credit of 5% of the Monthly Hosting Fee paid for each failure timely to achieve resolution. If Fees are paid annually, the 15% shall apply to 1/12 of that annual fee.</i></p>
<p>Severity Level 4: There is a problem or issue with no loss of service and no business impact.</p>	<p>Request Response Time: 4 hr.</p> <p>Request Resolution Time Target: < 96 hours</p> <p>Maximum Permitted Request Resolution Time: < 7 Days</p>

1. SERVICE CREDIT ESCALATION

In the event of a Severity Level 1 issue that is not resolved sufficiently quickly as determined in the City's sole discretion, City may escalate the problem to Contractor's Chief Technology Officer.

2. ROOT CAUSE ANALYSIS

Following the resolution of a Severity Level 1 OR Level 2 incident, Contractor will discuss with City the cause of the failure, the actions Contractor took to resolve the failure, a timeline of the event and the actions Contractor plans to take to prevent such failure from recurring, and, if requested, Contractor will provide City a written summary of such discussion. Contractor will, on request, provide detailed documentation of the root cause analysis and preventative actions taken or planned with clear dates for completion of the action(s).

**Appendix C
Calculation of Charges**

Contract year	MAIN TERM				EXTENSION		TOTAL
	1	2	3	4	5	6	
Transactions volume	3,000,000	3,125,000	3,300,000	3,450,000	3,625,000	3,800,000	20,300,000
Transaction fee	\$1,050,000	\$1,093,750	\$1,221,000	\$1,276,500	\$1,413,750	\$1,482,000	\$7,537,000
Marketing*	\$100,000	\$100,000	\$100,000	\$100,000	\$150,000	\$150,000	\$700,000
Signage*	\$12,500	\$12,500	\$12,500	\$12,500	\$12,500	\$12,500	\$75,000
Development*	\$0	\$25,000	\$0	\$25,000	\$0	\$0	\$50,000
Tax	\$1,031	\$1,031	\$1,031	\$1,031	\$1,031	\$1,031	\$6,188
Freight	\$250	\$250	\$250	\$250	\$250	\$250	\$1,500
Total	\$1,163,781	\$1,232,531	\$1,334,781	\$1,415,281	\$1,577,531	\$1,645,781	\$8,369,688

**These items are budgetary allocations and are completely voluntary. Each year, voluntary expenditure will be determined based on SFMTA Fiscal Year operational budget constraints.*

Transaction Tee Table:

Contract year	1 and 2	3 and 4	5 and 6
Transaction fee	\$0.35 **	\$0.35	\$0.37
Increase amount	\$0	\$0.02	\$0.02
Final fee amount	\$0.35	\$0.37	\$0.39

*****The transaction fee will be offset by a \$0.35 Convenience Fee charged to the Customer. Any adjustments to the Convenience Fee are subject to Transportation Code modifications and SFMTA Board approval.***

Appendix D Service Level Obligations

A. Time is of the Essence. For the term of this Agreement, Contractor shall provide SaaS Services, Force Majeure events excepted, during the applicable Service Windows and in accordance with the applicable Service Levels as described herein, time being of the essence.

B. Service Levels.

1. Availability Service Level:

a. Definitions:

i. Actual Uptime: The total minutes in the reporting month that the Services were actually available to Authorized Users for normal use.

ii. Scheduled Downtime: The total minutes in the reporting month during which Scheduled SaaS Maintenance was performed.

iii. Scheduled Uptime: The total minutes in the reporting month less the total minutes represented by the Scheduled Downtime.

b. Service Level Standard. Services shall be available to Authorized Users for normal use 100% of the Scheduled Uptime.

i. Calculation: (Actual Uptime / Scheduled Uptime) * 100 = Percentage Uptime (as calculated by rounding to the second decimal point)

ii. Performance Credit.

(a) Where Percentage Uptime is greater than 99.9%: No Performance Credit will be due to City.

(b) Where Percentage Uptime is equal to or less than 99.9%: City shall be due a Performance Credit in the amount of 20% of the Services Fees (as calculated on a monthly basis for the reporting month) for each full 1% reduction in Percentage Uptime.

2. Response Time Service Level.

a. Definition(s).

i. Response Time: The interval of time from when an Authorized User requests, via the Services, a

Transaction to when visual confirmation of Transaction completion is received by the Authorized User. For example, Response Time includes the period of time representing the point at which an Authorized User enters and submits data to the Services and the Services display a message to the Authorized User that the data has been saved.

ii. Total Transactions: The total of Transactions occurring in the reporting month.

iii. Transaction(s): Services web page loads, Services web page displays, and Authorized User Services requests.

b. Service Level Standard. Transactions shall have a Response Time of two seconds or less 99.9% of the time each reporting month during the periods for which the Services are available.

i. Calculation. $((\text{Total Transactions} - \text{Total Transactions failing Standard}) / \text{Total Transactions}) * 100 = \text{Percentage Response Time}$ (as calculated by rounding to the second decimal point).

ii. Performance Credit.

(a) Where Percentage Response Time is greater than 99.9%: No Performance Credit will be due to City.

(b) Where Percentage Response Time is equal to or less than 99%: City shall be due a Performance Credit in the amount of 20% of the Services Fees (as calculated on a monthly basis for the reporting month) for each full 1% reduction in Percentage Response Time.

3. Technical Support Problem Response Service Level.

a. Definition.

i. Total Problems: The total number of problems occurring in the reporting month.

b. Service Level Standard. Problems shall be confirmed as received by Contractor 100% of the time each reporting month, in accordance with the Request Response Time associated with the SaaS Severity Level.

i. Calculation. ((Total Problems – Total Problems failing Standard) / Total Problems) * 100 = Percentage Problem Response (as calculated by rounding to the second decimal point). Note: This Calculation must be completed for each SaaS Severity Level.

ii. Performance Credit.

(a) SaaS Severity Level

1 – 2.

(1) **Where Percentage Problem Response is greater than 99.9%:** No Performance Credit will be due to City.

(2) **Where Percentage Problem Response is equal to or less than 99%:** City shall be due a Performance Credit in the amount of 20% of the Services Fees (as calculated on a monthly basis for the reporting month) for each full 1% reduction in Percentage Problem Response.

(b) SaaS Severity Level

3 – 4.

(1) **Where Percentage Problem Response is greater than 99.9%:** No Performance Credit will be due to City.

(2) **Where Percentage Problem Response is equal to or less than 99%:** City shall be due a Performance Credit in the amount of 20% of the Services Fees (as calculated on a monthly basis for the reporting month) for each full 1% reduction in Percentage Problem Response.

C. Service Level Reporting. On a monthly basis, in arrears and no later than the 15th day of the subsequent month following the reporting month, Contractor shall provide reports to City describing the performance of the SaaS Services and of Contractor as compared to the service level standards described herein. The reports shall be in a form agreed-to by City, and, in no case, contain no less than the following information: (a) actual performance compared to the Service Level Standard; (b) the cause or basis for not meeting the service level standards described herein; (c) the specific remedial actions Contractor has undertaken or will

undertake to ensure that the service level standards described herein will be subsequently achieved; and, (d) any Performance Credit due to City. Contractor and City will meet as often as shall be reasonably requested by City, but no less than monthly, to review the performance of Contractor as it relates to the service level standards described herein. Where Contractor fails to provide a report for a service level standard described herein in the applicable timeframe, the service level standard shall be deemed to be completely failed for the purposes of calculating a Performance Credit. Contractor shall, without charge, make City's historical service level standard reports to City upon request.

D. Failure to Meet Service Level Standards. In the event Contractor does not meet a service level standard described herein, Contractor shall: (a) owe to City any applicable Performance Credit, as liquidated damages and not as a penalty; and, (b) use its best efforts to ensure that any unmet service level standard described herein is subsequently met. Notwithstanding the foregoing, Contractor will use its best efforts to minimize the impact or duration of any outage, interruption, or degradation of Service. In no case shall City be required to notify Contractor that a Performance Credit is due as a condition of payment of the same.

E. Termination for Material and Repeated Failures. City shall have, in addition to any other rights and remedies under this Agreement or at law, the right to immediately terminate this Agreement and be entitled to a return of any prepaid fees where Contractor fails to meet any service level standards described herein: (a) to such an extent that the City's ability, as solely determined by City, to use the SaaS Services is materially disrupted, Force Majeure events excepted; or, (b) for four months out of any 12-month period.

F. Audit of Service Levels. No more than quarterly, City shall have the right to audit Contractor's books, records, and measurement and auditing tools to verify service level obligations achievement and to determine correct payment of any Performance Credit. Where it is determined that any Performance Credit was due to City but not paid, Contractor shall immediately owe to City the applicable Performance Credit.

Appendix E

Disaster Recovery Plan

Contractor shall maintain a high availability configuration in the primary data center, with a mirrored instance of the SFMTA production system and supporting infrastructure in the secondary data center. Contractor shall maintain a standard procedure that governs the management of business continuity events. A disaster recovery test plan must be reviewed and exercised at least annually. Upon reasonable notice from the SFMTA, disaster recovery testing documentation shall be made available to the SFMTA. Contractor will provide the SFMTA's Chief Technology Officer with access to review business continuity and disaster recovery plan.

Contractor shall provide the SFMTA with a business continuity strategy and disaster recovery plan and procedures that can be implemented in the event of a catastrophic failure at the primary hosting site. Such a strategy should provide how quickly the secondary site will be available to Authorized Users. The business continuity strategy must include drills and exercises to test the readiness to execute the disaster recovery plan. If requested, the first drill must happen within six months of contract signing and then once per year thereafter. The drill plans, action items and project plan for follow-ups must be shared with the SFMTA.

Appendix F Liquidated Damages and Credit Assessments

I. DEFINITIONS:

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

- A. **Consumables:** Items that are not subject to credit assessments and/or loss compensation, (e.g., receipt roll paper and attached graphic panels and signs).
- B. **Failure or Fail or Failing:** Functionality described under the column heading “Description of Failure” in the tables herein.

II. GENERAL EXCLUSIONS:

Liquidated damages and credit assessments shall not be imposed for the following Failures or to the extent the following are solely responsible for the Failures:

1. **Unavoidable Delay:**

An Unavoidable Delay is an interruption of the Services beyond the control of the Contractor, which the Contractor could not have avoided by the exercise of care, prudence, foresight, and diligence. Such delays include and are limited to acts of God; floods; windstorms; tornadoes; earthquakes or other natural disasters; acts of terrorism; wars; riots; insurrections; epidemics; quarantine restrictions; strikes and lockouts; freight embargoes; acts of a governmental agency; priorities or privileges established for the manufacture, assembly, or allotment of materials by order, decree, or otherwise of the United States or by any department, bureau, commission, committee, agent, or administrator of any legally constituted public authority; vandalism, theft and accidental damage not caused in any way by the Contractor; changes in the Services ordered by the City insofar as they necessarily require additional time in which to complete the entire Services; the prevention by the City of the Contractor's commencing or prosecuting the Services, or interruption or failure of electrical power, the internet or cellular telecommunications caused by any of the events or causes described herein. The duration of said Unavoidable Delays shall be limited to the extent that the commencement, prosecution, and completion of the Services are delayed thereby, as determined by the City acting reasonably.

- a. **Notification of Delay.** The Contractor shall notify the SFMTA as soon as the Contractor has, or should have, knowledge that an event has occurred that will result in an Unavoidable Delay of deliveries or Services. Within five Days, the

Contractor shall confirm such notice in writing, furnishing as much detail as is available.

- b. **Request for Extension of Time.** The Contractor agrees to supply, as soon as such data are available, any reasonable proof that is required by the SFMTA to make a decision on any request for an extension of time. The SFMTA shall examine the request and any documents supplied by the Contractor and shall determine if the Contractor is entitled to an extension of time and the duration of such extension. The SFMTA shall notify the Contractor of its decision in writing. The granting of an extension of time because of Unavoidable Delays shall in no way operate as a waiver on the part of the City of the right to collect liquidated damages for other delays or of any other rights to which the City is entitled.
2. Failures that are self-corrected by the MPP Service within agreed performance specifications (e.g., clock re-syncs).
3. Failures in MPP Service that occur during mutually agreed testing period of the new MPP Service software version.
4. Failures that are solely caused by the negligent actions or inactions of the SFMTA or its contractors or subcontractors.
5. Failure by third-party providers of payment gateways, payment card processors and merchant acquirers to provide service.

III. LIQUIDATED DAMAGES:

The Contractor acknowledges that its failure to perform certain obligations under this Agreement during the respective time limits imposed will cause the SFMTA to incur cost and inconvenience not contemplated under this Agreement, which cost, and inconvenience will constitute damage to the SFMTA, the City and the public, and that the exact dollar amount of such damage is too difficult to quantify. The SFMTA and Contractor agree that the amounts described as liquidated damages in this Agreement are not penalties but represent a fair and reasonable estimate of the damages that the SFMTA will incur by reason of Contractor's failure to perform and are fair compensation to City for its losses. Failure by the SFMTA to impose credit assessments for specified violations will not be a waiver of the right to enforce this Section, nor will it constitute a waiver of any other right of the SFMTA under this Agreement.

The SFMTA may deduct a sum representing the liquidated damages assessed from any money due to Contractor under this Agreement. Should an assessment take place, the SFMTA will send written notification to the Contractor for its information. Notwithstanding anything stated in the Agreement or Appendix F, payment of Liquidated Damages assessments due under this Agreement within a given month shall not exceed 35 percent of the monthly invoice amount

paid to Contractor. The balance of remaining Liquidated Damages assessments will roll over to succeeding months until the entire assessment is paid.

If two or more Failures are assessed, the Contractor will be charged the higher value of all Failures.

Where, under the provisions below, the SFMTA is required to issue a written warning to the Contractor prior to assessment of liquidated damages, the Contractor’s obligation to repair, replace, correct, adjust, or modify a Failure shall not commence until the date the SFMTA issues such written warning, which written warning shall include a reasonable description of the nature of the Failure as known to the SFMTA at the time. Any extensions to the time period allowed to repair, correct, or adjust a Failure must be authorized by the SFMTA in writing.

Where, under the provisions below, the SFMTA is not required to issue a written warning to Contractor prior to assessment of liquidated damages, the SFMTA, as soon as practicable after the failure, will send a written notice of assessment to the Contractor, setting forth a reasonable description of the nature of the failure, as known to the SFMTA at the time, and the amount of the assessment. SFMTA shall assess liquidated damages no later than six months from the failure giving rise to the liquidated damages. Liquidated damages shall be capped at the value of the contract at the time of the failure.

Detailed descriptions, threshold and potential assessment of the liquidated damages can be found in Table 1 below.

Table 1:

Item #	Description of Failure:	Threshold for LD Assessment:	Potential Assessment:
1	The Contractor Fails to maintain Payment Card Industry Data Security Standard Certification.	Any lapse in requirements as described in Article 13, Section -13.4.2 of the main Agreement.	No warning will be issued prior to assessment of liquidated damages for this Failure. The Contractor may be assessed liquidated damages of \$30,000 the first month of non-compliance and \$40,000 for each additional month until the Failure is cured. For all such future Failures, the Contractor will be assessed liquidated damages in the amount of \$45,000 per month until the Failure is cured.

Item #	Description of Failure:	Threshold for LD Assessment:	Potential Assessment:
2	The contractor Fails to comply with requirement listed in SOW Section II.c and II.d.	Any lapse or failure in implementing this requirement for any given space or PbLP zone.	<p>The SFMTA will issue a written warning to Contractor prior to assessment of liquidated damages. The Contractor must address the Failure within 7 Days after receiving the notice unless an extension is authorized by the Agency.</p> <p>The Contractor may be assessed liquidated damages of \$1,000 per event.</p>
3	The contractor Fails to comply with requirements listed in, SOW Section II.a, II.b, II.e, II.f, II.g, and II.h.	Any lapse in requirements listed in - SOW Section II.	<p>The SFMTA will issue a written warning to the Contractor prior to assessment of liquidated damages. The Contractor must address the Failure within 21 Days after receiving the notice unless an extension is authorized by the Agency.</p> <p>The Contractor may be assessed liquidated damages of \$250 per event.</p>
4	The contractor Fails to comply with requirement listed in SOW Section III.a.	Any lapse or failure in implementing this requirement for any given space or PbLP zone.	<p>The SFMTA will issue a written warning to Contractor prior to assessment of liquidated damages. The Contractor must address the Failure within 24 hours after receiving the notice unless an extension is authorized by the Agency.</p> <p>The Contractor may be assessed liquidated damages of \$1,000 per event.</p>

Item #	Description of Failure:	Threshold for LD Assessment:	Potential Assessment:
5	The contractor Fails to comply with requirement listed in SOW Section III.d.	Any lapse or failure in implementing this requirement for any given space or PbLP zone.	<p>The SFMTA will issue a written warning to Contractor prior to assessment of liquidated damages. The Contractor must address the Failure within 7 Days after receiving the notice unless an extension is authorized by the Agency.</p> <p>The Contractor may be assessed liquidated damages of \$1,000 per event.</p>
6	The contractor Fails to comply with requirements listed in SOW Section III. (except for Sections III.a and III.d)	Any lapse in requirements listed in Section III.	<p>The SFMTA will issue a written warning to Contractor prior to assessment of liquidated damages. The Contractor must address the Failure within 21 Days after receiving the notice unless an extension is authorized by the Agency.</p> <p>The Contractor may be assessed liquidated damages of \$250 per event.</p>
7	The contractor Fails to comply with requirements listed in SOW Section IV.	Outage in any of the integration points listed in SOW Section IV for more than 24 hours.	<p>The SFMTA will issue a written warning to Contractor prior to assessment of liquidated damages. The Contractor must address the Failure within 3 Days after receiving the notice unless an extension is authorized by the Agency.</p> <p>The Contractor may be assessed liquidated damages of \$1,000 per event.</p>

Item #	Description of Failure:	Threshold for LDAssessment:	Potential Assessment:
8	The contractor Fails to comply with requirements listed in, SOW Section V	Any lapse or failure in implementing these requirements for any given space or PbLP zone.	<p>The SFMTA will issue a written warning to Contractor prior to assessment of liquidated damages. The Contractor must address the failure within 3 Days after receiving the notice unless extension is authorized by the Agency.</p> <p>The Contractor may be assessed liquidated damages of \$10 per day per affected parking space.</p>

IV. CREDIT ASSESSMENTS:

The Contractor agrees that in certain instances of Failure of performance of the mobile parking payment program listed in Table 2 below, the City will suffer loss of revenue and other damages in an amount that can be reasonably calculated. The Contractor agrees that such loss of revenue ("credit assessments") as set forth below may be deducted by the City from payments to the Contractor under the Agreement as they accrue. Should the SFMTA issue an assessment, the SFMTA will send written notification to the Contractor for its information. Payment of assessed Credit Assessments due under this Agreement within a given month shall not exceed 35 percent of the monthly invoice amount paid to the Contractor. Any unpaid Credit Assessments amounts shall carry over to succeeding months until Credit Assessments are paid.

1. The SFMTA will monitor the performance standards listed for compliance with the requirements of the Agreement and share information monthly with the Contractor to provide early indication of potential issues. These performance standards are meant to be systematic performance issues.
2. The Contractor shall review the potential performance deviation data and respond within three Days with acknowledgement of a potential Performance Standard Failure (or lack thereof) and potential causes. Failure to respond to the notice in a timely manner may result in liquidated damages to the SFMTA of \$100 per calendar day.
3. In the event of a dispute between the Contractor and the SFMTA regarding a Performance Standard Failure that has resulted in notification of a credit assessment, both parties shall follow dispute resolution procedures as referenced in, Section 11.6 of the Agreement.
4. The Contractor shall cure the Failure within 7 Days of the Contractor's acknowledgement of the Failure unless the SFMTA agrees to extend the time to cure. If the Failure is not repaired within 10 Days of acknowledgement (unless additional cure time has been granted), the SFMTA will cure the Failure and the Contractor agrees that the SFMTA shall be entitled to Credit Assessments as set forth below:
 - a. All labor costs incurred by the SFMTA associated with repairing or replacing parts required to cure the Failure (e.g., labor costs, including overhead, for the following classifications: Class 1824 (Principal Administrative Analyst) and Class 1044 (IS Engineer-Principal).
 - b. The total costs of 1824 and 1044 work hours required to cure the Failure.
 - c. Revenue losses directly associated with the Failure.
 - d. A list of Performance Standard Failures in this category follows in Table 2 below:

Table 2:

Item #	Description of Failure:	Threshold
1	<p>A Failure of the mobile parking payment service that results in application of incorrect regular operating rates (e.g., instead of charging \$2/hour, mobile parking payment services are charged to Customers at \$1/hour, i.e., undercharged; or, instead of \$3/hour, Customers are charged \$5/hour, i.e., overcharged).</p> <p>Should the Contractor overcharge Parkers, the Contractor shall reimburse them for the difference.</p> <p>Should the Contractor undercharge Parkers, the Contractor shall reimburse the SFMTA for the difference.</p>	<p>During Operating Hours:</p> <ol style="list-style-type: none"> 1) A single Failure that exceeds 1% of the total spaces the managed by mobile parking payment system under this Agreement. 2) Multiple Failures in one Day that together exceed 5% of total spaces managed by the mobile parking payment system under this Agreement. 3) Multiple Failures that cumulatively exceed 10% of total spaces managed by the mobile parking payment system over a period of three Days under this Agreement.
2	<p>A Failure of the mobile parking payment service that results in application of incorrect special event rates (e.g., instead of charging \$10/hour, mobile parking payment service are charged to Customers at \$5/hour, i.e., undercharged; or instead of \$10/hour, customers are charged \$20/hour, i.e., overcharged).</p> <p>Should the Contractor overcharge Parkers, the Contractor shall reimburse them for the difference.</p> <p>Should the Contractor undercharge Parkers, the Contractor shall reimburse the SFMTA for the difference.</p>	<p>During Operating Hours:</p> <ol style="list-style-type: none"> 1) A single Failure that exceeds 1% of the total special event spaces managed by the mobile parking payment system under this Agreement. 2) Multiple Failures in one Day that together exceed 5% of total special event spaces managed by the mobile parking payment system under this Agreement. 3) Multiple Failures that cumulatively exceed 10% of total special event spaces managed by the mobile parking payment system for a period of three Days under this Agreement.

**City and County of San Francisco
Municipal Transportation Agency
One South Van Ness Ave., 7th Floor
San Francisco, California 94103**

**SOFTWARE AS A SERVICE AGREEMENT
BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AND**

ParkMobile, LLC

**MOBILE PARKING PAYMENT APPLICATION AND
RELATED SUPPORT SERVICES**

Contract No. SFMTA-2025-85-LOC

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**City and County of San Francisco
Municipal Transportation Agency
One South Van Ness Ave., 7th Floor
San Francisco, California 94103**

SOFTWARE AS A SERVICE AGREEMENT

BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AND

ParkMobile, LLC

Contract No. SFMTA-2025-85-LOC

This Agreement is made as of _____, in the City and County of San Francisco (City), State of California, by and between ParkMobile, LLC, a Delaware limited liability company (Contractor or ParkMobile), and City, a municipal corporation, acting by and through its Municipal Transportation Agency (SFMTA).

Recitals

The SFMTA wishes to procure Mobile Parking Payment Smartphone Application and related support Services for Parking Meter Payment.

This Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through a Request for Proposals (RFP) No. SFMTA-2024-12-LOC issued on July 11, 2024, pursuant to which City selected Contractor as one of the two highest-qualified scorers.

There is no Local Business Enterprise (LBE) subcontracting participation requirement for this Agreement.

Contractor represents and warrants that it is qualified to provide the Software as a Service (SaaS) Application and perform the Services required by City as set forth under this Agreement.

The City's Civil Service Commission approved Contract number DHRPSC0005177 on May 5, 2025.

Now, THEREFORE, the Parties agree as follows:

Article 17 Definitions

The following definitions apply to this Agreement. Where any word or phrase defined below, or a pronoun in place of the word or phrase, is used in any part of this Agreement, it shall have the meaning set forth below:

17.1 “Acceptance” means notice from the City to Contractor that the SaaS Application meets the specifications and requirements contained in the Documentation and Appendices. City’s Acceptance shall be governed by the procedures set forth in Section 4.3.

17.2 “Acceptance Period” means the period allocated by City to test the SaaS Application to determine whether it conforms to the applicable specifications and, if appropriate, properly operates in the defined operating environment, is capable of running on a repetitive basis, and is otherwise in compliance with the service level obligations without failure.

17.3 “Agreement” or “Contract” means this contract document, including all attached Appendices, any future amendments, and all applicable City Ordinances and Mandatory City Requirements which are specifically incorporated into this Agreement by reference as provided herein.

17.4 “Appendices” means the appendices listed in Article 15 Appendices herein.

17.5 “Authorized User” means a person authorized by City to access the City’s Portal and use the SaaS Application, including any City employee, contractor, or agent, or any other individual or entity authorized by City.

17.6 “Back-Up Environment” means Contractor’s back-up Data Center for the SaaS Services.

17.7 “Business Hours” means 6:00am-6:00pm U.S. Pacific Time.

17.8 “CCO” means the SFMTA Contract Compliance Office.

17.9 “City” or “the City” means the City and County of San Francisco, a municipal corporation, acting by and through its Municipal Transportation Agency.

17.10 “City Data” or “Data” means data given to the Contractor by the City in the performance of this Agreement. Such data is fully described in Attachment 2 Meter Inventory and Policy API and Attachment 3 Special Events API to Appendix A Scope of Work of this Agreement. In addition, it means the data generated as a result of the City’s parking customers utilizing the Contractor’s services under this Agreement and fully described in Attachment 1 Real-Time Revenue Feed to Appendix A Scope of Work of this Agreement

17.11 “City Portal” means an electronic gateway to a secure entry point via Contractor’s Website that allows City and its Authorized Users to log in to an area where they can view and download information or request assistance regarding the SaaS Application and Services.

17.12 “CMD” means the Contract Monitoring Division of the City.

17.13 “Confidential Information” means confidential City information, including, but not limited to, personal identifiable information (PII), protected health information (PHI), or individual financial information (collectively, “Proprietary or Confidential Information”) that is subject to local, state or federal laws restricting the use and disclosure of such information. These laws include, but are not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act/California Consumer Privacy Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M). Confidential Information includes, without limitation, City Data.

17.14 “Contractor” or “Consultant” means ParkMobile, LLC, 1100 Spring St. NW, Suite 200, Atlanta, Georgia 30309.

17.15 “Contractor Project Manager” means the individual specified by Contractor pursuant to Section 4.2.1 hereof, as the Project Manager authorized to administer this Agreement on Contractor’s behalf.

17.16 “Contractor’s Website” means the Website that provides an Authorized User access to the SaaS Application Services.

17.17 “Data Breach” means any access, destruction, loss, theft, use, modification or disclosure of City Data by an unauthorized party or that is in violation of the Agreement terms and/or applicable local, state or federal law.

17.18 “Data Center(s)” means a physical location within the United States where Contractor (or its subcontractor(s)) houses and operates the hardware (including computers, computer servers, routers, and other related equipment and devices) on which Contractor (or its subcontractor(s)) hosts via the Internet the SaaS Application and City Data pursuant to this Agreement.

17.19 “Day” (whether or not capitalized) means a calendar day, unless otherwise indicated.

17.20 “Deliverables” means Contractor’s (or its subcontractor(s)) work product, including any partially-completed work product and related materials, resulting from the Services provided by Contractor to City during the course of Contractor’s performance of the Agreement, including without limitation, the work product described in the “Scope of Work,” attached as Appendix A.

17.21 “Deliverable Data” means Project Data that is identified in Appendix A Scope of Work, and required to be delivered to the City.

17.22 “Director” means the Director of Transportation of the SFMTA or his or her designee.

17.23 “Disabling Code” means computer instructions or programs, subroutines, code, instructions, data or functions (including but not limited to viruses, worms, date bombs or time bombs) including but not limited to other programs, data storage, computer libraries and programs that self-replicate without manual intervention, instructions programmed to activate at a predetermined time or upon a specified event, and/or programs purporting to do a meaningful function but designed for a different function, that alter, destroy, inhibit, damage, interrupt, interfere with or hinder the operation of the City’s access to the SaaS Services through Contractor’s Website and/or Authorized User's processing environment, the system in which it resides, or any other software or data on such system or any other system with which it is capable of communicating.

17.24 “Documentation” means technical publications provided by Contractor to City relating to use of the SaaS Application, such as reference, administrative, maintenance, and programmer manuals.

17.25 “Effective Date” means the date upon which the City’s Controller certifies the availability of funds for this Agreement as provided in Section 3.1.

17.26 “End User” means an Authorized User who accesses Contractor’s Website and uses the SaaS Application and Services.

17.27 “Internet” means that certain global network of computers and devices commonly referred to as the “internet,” including, without limitation, the World Wide Web.

17.28 “Mandatory City Requirements” means those City laws set forth in the San Francisco Municipal Code, including the duly authorized rules, regulations, and guidelines implementing such laws that impose specific duties and obligations upon Contractor.

17.29 “Mobile Parking Payment (MPP) Service or System” means mobile parking payment system and support services provided by the contracted firm that enables the public to

pay for parking in metered areas under the jurisdiction of the City and County of San Francisco including SFMTA and the Port of San Francisco.

17.30 “Open Source Software” means software with either freely obtainable source code, a license for modification, or permission for free distribution.

17.31 “ParkMobile Application” means any and all mobile and/or web applications, services, or interfaces developed, hosted, or managed by, on behalf of, or in partnership with ParkMobile and that are made available to the general public and that facilitates the payment of parking transactions.

17.32 “ParkMobile User” means an end user that uses the ParkMobile Application.

17.33 “ParkMobile User Data” means information, data, and other content, in any form or media, that is submitted, posted, or otherwise transmitted by or on behalf of a ParkMobile User, directly or indirectly, through the ParkMobile Application. For avoidance of doubt, City Data, as defined in Section 1.10, shall not be deemed to be ParkMobile User Data.

17.34 “Party” and “Parties” means the City and Contractor, either collectively or individually.

17.35 “Performance Credit” means credit due to City by Contractor with regard to Contractor’s service level obligations in Appendix D Service Level Obligations.

17.36 “Personal Identifiable Information (PII)” means any information about an individual, including information that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that can reasonably be linked to an individual, such as medical, educational, financial, and employment information.

17.37 “Precedence” means that, notwithstanding the terms of any other document executed by the Parties as a part of this Agreement, the terms of this Agreement shall control over any discrepancy, inconsistency, gap, ambiguity, or conflicting terms set forth in any other Contractor pre-printed document.

17.38 “Preexisting Data” means data possessed or owned by each Party that exists prior to the Agreement start date

17.39 “Project Data” means data that is first produced in the performance of this Agreement.

17.40 “Purchase Order” means the written order issued by the City notifying the Contractor of the Effective Date.

17.41 “SaaS Application/SaaS Software/Software” mean the licensed and hosted computer program and associated documentation, as listed in this Agreement and Appendices, and any modification or Upgrades or modifications to the program(s), residing in Contractor’s servers that provides the SaaS Services that may be accessed by Authorized Users through the Internet. The SaaS Application may include Contractor provided Third-Party Software. All Software, revisions and versions provided by Contractor shall be subject to the terms and conditions of this Agreement, including any amendments thereto.

17.42 “SaaS Application Patch” means an update to the SaaS Application comprised of code inserted (or patched) into the code of the SaaS Application, and which may be installed as a temporary fix between full releases of a SaaS Application Revision or SaaS Application Version. Such a patch may address a variety of issues including without limitation fixing a Software bug, installing new drivers, addressing new security vulnerabilities, addressing software stability issues, and upgrading the Software. SaaS Application Patches are included in the annual payments made by City to Contractor for the SaaS Services under this Agreement.

17.43 “SaaS Implementation and Training Services” means the services by which Contractor will implement all necessary Software configurations and modules necessary to make the SaaS Application available and accessible to City.

17.44 “SaaS Issue” means a problem with the SaaS Services identified by the City that requires a response by Contractor to resolve.

17.45 “SaaS Maintenance Services” means the activities to investigate, resolve SaaS Application and Services issues and correct product bugs arising from the use of the SaaS Application and Services in a manner consistent with the published specifications and functional requirements defined during implementation.

17.46 “SaaS Services” means the Services performed by Contractor to host the SaaS Application to provide the functionality listed in the Documentation.

17.47 “SaaS Severity Level” means a designation of the effect of a SaaS Issue on the City. The severity of a SaaS Issue is initially defined by the City and confirmed by Contractor. Until the SaaS Issue has been resolved, the Severity Level may be raised or lowered based on Contractor’s analysis of impact to business.

17.48 “SaaS Software Error” means any failure of SaaS Software to conform in all material respects to the requirements of this Agreement or Contractor’s published specifications.

17.49 “SaaS Software Error Correction” means either a modification or addition that, when made or added to the SaaS Software, brings the SaaS Software into material conformity

with the published specifications, or a procedure or routine that, when observed in the regular operation of the SaaS Software, avoids the practical adverse effect of such nonconformity.

17.50 “SaaS Software Revision” means an update to the current SaaS Software Version of the SaaS Software code that consists of minor enhancements to existing features and code corrections. SaaS Software Revisions are provided and included with the annual service payments made by City to Contractor for the SaaS Service.

17.51 “SaaS Software Version” means the base or core version of the SaaS Software that contains significant new features and significant fixes and is available to the City. SaaS Software Versions may occur as the SaaS Software architecture changes or as new technologies are developed. The nomenclature used for updates and upgrades consists of major, minor, build, and fix and these correspond to the following digit locations of a release, a,b,c,d, an example of which would be NCC 7.4.1.3, where the 7 refers to the major release, the 4 refers to the minor release, the 1 refers to the build, and the 3 refers to a fix. All SaaS Software Versions are provided and included as part of this Agreement upon request or approval from City for the upgrade.

17.52 “San Francisco Municipal Transportation Agency,” “SFMTA” or “Agency” means the agency of City with jurisdiction over surface transportation in San Francisco, as provided under Article VIIIA of the City’s Charter.

17.53 “Scheduled SaaS Maintenance” means the time (in minutes) during the month, as measured by Contractor, in which access to the SaaS Services is scheduled to be unavailable for use by the City due to planned system maintenance and major version upgrades.

17.54 “Scope of Work,” and “SOW” means all requirements listed in Appendix A.

17.55 “Services” means the work performed by Contractor under this Agreement as specifically described in the "Scope of Work" attached as Appendix A, including all services, labor, supervision, materials, equipment, actions and other requirements to be performed and furnished by Contractor under this Agreement.

17.56 “SFMTA Project Manager” means the individual specified by the SFMTA pursuant to Section 4.2.1 hereof, as the Project Manager authorized to administer this Agreement on the City’s behalf.

17.57 “Successor Service Provider” means a new service provider, if any, selected by City in the event the SaaS Services are terminated under this Agreement.

17.58 “System Integrations” means requirements listed in Appendix A Scope of Work Section IV.

17.59 “Transition Services” means that assistance reasonably requested by City to effect the orderly transition of the SaaS Services, in whole or in part, to City or to Successor Service Provider.

Article 18 Term of the Agreement

18.1 Term. The term of this Agreement shall commence on the Effective Date and expire four years from the Effective Date, unless earlier terminated as otherwise provided herein.

18.2 Options to Renew. The City has two options to renew the Agreement for a period of one year each. The City may extend this Agreement beyond the expiration date by exercising an option at the Director of Transportation’s sole and absolute discretion and by modifying this Agreement as provided in Section 11.6 Modification of this Agreement. Extensions may be for the whole or partial period provided for above.

Article 19 Financial Matters

19.1 Certification of Funds; Budget and Fiscal Provisions.

19.1.1 Termination in the Event of Non-Appropriation. This Agreement is subject to the budget and fiscal provisions of Section 3.105 of the City’s Charter. Charges will accrue only after prior written authorization certified by the Controller in the form of a Purchase Order, and the amount of City’s obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor’s assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

19.1.2 Maximum Costs. The City’s payment obligation to Contractor cannot at any time exceed the amount certified by City’s Controller for the purpose and period stated in such certification. Absent an authorized emergency per the City Charter or applicable Code, no City representative is authorized to offer or promise, nor is the City required to honor, any offered or promised payments to Contractor under this Agreement in excess of the certified

maximum amount without the Controller having first certified the additional promised amount and the Parties having modified this Agreement as provided in Section 11.6 Modification of this Agreement.

19.2 Authorization to Commence Work. Contractor shall not commence any work under this Agreement until City has issued formal written authorization to proceed, such as a purchase order, task order or notice to proceed. Such authorization may be for a partial or full scope of work.

19.3 Compensation

19.3.1 Calculation of Charges and Contract Not to Exceed. The amount of this Agreement shall not exceed **Eight Million Three Hundred Seventy Thousand Dollars (\$8,370,000)**, the breakdown of which appears in Appendix C Calculation of Charges. In no event shall the City be liable for interest or late charges for any late payments. The City will not honor minimum service order charges for any Services covered by this Agreement.

(a) Payment Based on Transaction Fees. Contractor's compensation shall be based solely on transaction fees at a rate of \$0.35 per transaction. Subject to the SFMTA's discretion, Contractor may be granted the option to increase the Transaction Fee amount by \$0.02 on each odd-year anniversary (Contract Year 3 and Year 5) of the execution of the Agreement, including optional extension years. Compensation for services rendered pursuant to Appendix A, except for Marketing services described in Section II.f. shall be made in monthly payments for work that the City, in its reasonable discretion, concludes has been performed as of the 1st day of the immediately following month (e.g. January 2026 MPP transactions count will be finalized on February 1, 2026 and so on).

(b) Payment for Marketing Services. Contractor's compensation for Marketing services described in Appendix A Section II.f., if any, shall be based on Contractor's submission of quotes for marketing services recommended, and subject to SFMTA's written approval.

19.3.2 Payment Limited to Satisfactory Services. Contractor is not entitled to any payments from City until the SFMTA approves Services delivered. Payments to Contractor by City shall not excuse Contractor from its obligation to replace the unsatisfactory Services even if the unsatisfactory character was apparent or could have been detected at the time such payment was made. Non-conforming Services may be rejected by City and in such case must be replaced by Contractor without delay at no cost to City.

19.3.3 Withhold Payments. If Contractor fails to provide the Services in accordance with Contractor's obligations under this Agreement, the City may withhold any and all payments due to Contractor until such failure to perform is cured, and Contractor shall not stop work as a result of the City's withholding of payments as provided herein.

19.3.4 Invoice Format. Invoices submitted by Contractor under this Agreement must be in a form acceptable to the City's Controller and the SFMTA and include a unique invoice number and a specific invoice date. City Payments shall be made by the City as specified in Section 3.3.7, or in such alternate manner as the Parties have mutually agreed upon in writing. All invoices must show the PeopleSoft Purchase Order ID Number, PeopleSoft Supplier Name and ID, number of transactions, number of transactions multiplied by the \$0.35 rate (or by the \$0.37 or \$0.39 rates as applicable pursuant to Section 3.3.2), Item numbers (if applicable), complete description of Services performed, sales/use tax (if applicable), contract payment terms, and contract price. Invoices that do not include all required information or contain inaccurate information will not be processed for payment.

19.3.5 Payment Terms.

(a) **Payment Due Date:** Unless the SFMTA notifies the Contractor that a dispute exists, Payment shall be made within 30 Days, measured from (1) the rendering of the Services or (2) the date of receipt of the invoice, whichever is later. Payment is deemed to be made on the date the City issued a check to Contractor or, if Contractor has agreed to electronic payment, the date the City has posted electronic payment to Contractor.

(b) **Reserved. (Payment Discount Terms)**

(c) No additional charge shall accrue against City in the event City does not make payment within any time specified by Contractor.

19.3.6 LBE Payment and Utilization Tracking System. Contractor shall pay LBE subcontractors within three business days as provided under Chapter 14B.7(H)(9). Within ten business days of the SFMTA's payment of an invoice, Contractor shall confirm that all subcontractors have been paid via the B2GNow System (<https://sfmta.diversitycompliance.com/>) unless instructed otherwise by CMD. Failure to submit all required payment information to the City's Financial System with each payment request may result in the withholding of 20% of the payment due.

19.3.7 Getting Paid by the City for Services

(a) The City utilizes a commercial product through its banking partner to pay City contractors electronically. Contractors shall sign up to receive electronic payments to be paid under this Agreement. To sign up for electronic payments, visit [SF City Partner at sfgov.org](https://sfcitypartner.sfgov.org).

(b) At the option of the City, Contractor may be required to submit invoices directly in the City's financial and procurement system. Refer to <https://sfcitypartner.sfgov.org/pages/training.aspx> for more information.

19.3.8 Reserved. (Grant Funded Contracts).

19.4 Audit and Inspection of Records. Contractor agrees to maintain and make available to the City, during Business Hours, accurate books and accounting records relating to its Services. Contractor will permit City to audit, examine and make copies of such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any Federal agency having an interest in the subject matter of this Agreement shall have the same rights as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

19.5 Submitting False Claims. The full text of San Francisco Administrative Code Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Any contractor or subcontractor who submits a false claim shall be liable to the City for the statutory penalties set forth in that section.

19.6 Reserved. (Payment of Prevailing Wages)

Article 20 SaaS Services and Resources

20.1 SaaS Licensed Software. Subject to the terms and conditions of this Agreement and conditioned on the City's and its Authorized Users' compliance with this Agreement, all applicable laws and regulations, and Client's payment of fees, Contractor grants City and Authorized Users a renewable, irrevocable, non-transferable, non-exclusive, royalty-free, and worldwide license to access, display, and execute the SaaS Application and SaaS Services during the Term of this Agreement and any renewals thereof, if any.

20.1.1 Click-Wrap Disclaimer. No "click to accept" agreement that may be required for the City and/or Authorized Users' access to the SaaS Services or Contractor's Website and no terms of use, terms of service or privacy policy referenced therein or conditioned for use of the SaaS Services or Contractor's Website shall apply. Only the provisions of this Agreement as amended from time to time shall apply to City and/or Authorized Users for access thereto and use thereof. The Parties acknowledge that City and/or each Authorized User may be required to click "Accept" as a condition of access to the SaaS Services through the Contractor's Website, but the provisions of such "click to accept" agreement and other terms (including terms of use, terms of service and privacy policy) contained or referenced therein shall be null and void for City and/or each such Authorized User. The foregoing does not apply to the City's own click-

wrap agreements in the event the City chooses to have Contractor include terms of use, terms or service, privacy policies, or similar requirements drafted and approved by the City.

20.1.2 SaaS Application Title. City acknowledges that title to each SaaS Application and SaaS Services shall at all times remain with Contractor, and that City has no rights, title, or interest in the SaaS Application or SaaS Services except those expressly granted by this Agreement.

20.1.3 Authorized APIs. City shall be permitted to access and use Contractor's SaaS Application Program Interfaces (APIs) when commercially available to develop and modify, as necessary, macros and user interfaces for use with any existing or future City systems and infrastructure. For purposes of this Agreement, such development shall be deemed an authorized modification but will not be supported by Contractor unless provided for in this Agreement. Functionality and compatibility of City-developed macros will be sole responsibility of City. Any such macros or user interfaces developed by City shall become the property of City. All flat-file exchanges will be over an encrypted file transport service (ftps/vsftpd/scp/sftp) to a secure private ftp site.

20.1.4 Proprietary Markings. City agrees not to remove or destroy any proprietary markings or proprietary legends placed upon or contained within the SaaS Application or any related materials or Documentation.

20.2 Project Managers; Services Contractor Agrees to Perform.

20.2.1 Project Managers. Contractor and SFMTA shall each designate a Project Manager, who shall be accessible by telephone throughout the duration of the Agreement and shall be available 9 a.m. to 5 p.m. Pacific Time, Monday through Friday, excluding City-designated holidays. These hours may be adjusted by mutual agreement between the SFMTA and Contractor. Contractor shall use its best efforts to maintain the same Project Manager throughout the duration of the Agreement. However, if Contractor needs to replace its Project Manager, Contractor shall provide the SFMTA with written notice thereof at least 45 Days prior to the date the Project Manager shall be replaced. Notwithstanding the foregoing, Contractor will have the right to appoint temporary Project Managers in connection with short term unavailability, sick leave or reasonable vacations. Contractor shall notify the SFMTA in advance of any such temporary appointments. The SFMTA may require Contractor to replace its Project Manager, by giving Contractor notification thereof and the SFMTA's objective reasons therefor.

Contractor's Project Manager: Kristen Locke
Director of Technical Sales and Partnerships
1075 Peachtree St. NE, Suite 3100
Atlanta, GA 30309
Kristen.Locke@parkmobile.io

678-389-7245

SFMTA's Project Manager:

Lorraine Fuqua
Manager, On-Street Parking Services Contracts
San Francisco Municipal Transportation
1 South Van Ness Avenue
San Francisco, CA
Lorraine.Fuqua@sfmta.com
415-646-4524

20.2.2 Services Contractor Agrees to Perform. Contractor shall perform all of the services set forth in Appendix A Scope of Work, Appendix B SaaS Application and Hosted Services, and the following described in Sections 4.2.2(a) through (d). Officers and employees of City are not authorized to request and City is not required to compensate Contractor for services beyond those stated.

(a) SaaS Development, Third-Party Integration, and Data

Migration. Contractor shall configure and modify Contractor's SaaS to meet the technical and functionality requirements stated in Appendix A Scope of Work and Appendix B SaaS Application and Hosted Services.

(b) Maintenance and Support.

Contractor shall provide Maintenance/Support in accordance with Appendix B SaaS Application & Hosting Services. Maintenance and Support Services include the provision of upgrades and a service desk, during the term of this Agreement for the SaaS Application(s).

(c) Hosting.

Contractor shall provide hosting in accordance with Appendix B, including the following:

(i) Hosting Infrastructure.

Contractor shall provide all hosting infrastructure, including, but not limited to, hardware, software and other equipment, at Contractor's hosting site as required to provide hosting and deliver the SaaS Application and Services.

(ii) Security.

Contractor shall ensure that all electronic transmission or exchange of City Data will be encrypted using current industry standards. Contractor shall also ensure that all data exchanged shall be used expressly and solely for the purposes stated in the Agreement. City Data shall not be distributed, repurposed, or shared across other applications, environments, or business units of Contractor not involved in administration of this Agreement, unless otherwise permitted in this Agreement. Remote access to view City Data by Contractor for technical support purposes from outside the United States is prohibited without the formal written approval of City as long as City Data remains hosted solely on hardware residing on Data Centers located in the United States and no City Data is downloaded to or stored on any hardware residing on Data Centers not residing in the United States. For

purposes of this Agreement, the City has approved remote access for technical support from outside of the United States pursuant to the requirements of this Section.

(iii) **Access.** Contractor shall provide Authorized Users 24/7 access to the SaaS Application(s).

(iv) **Disaster Recovery and Business Continuity.** Contractor shall provide Disaster Recovery Services and assist with Business Continuity as described in Section 14.4 and Appendix E.

(d) **Service Level Obligations.** Contractor shall comply with the support (24/7 service desk) and Service Level Obligations described in Appendix D.

20.3 Systems Integrations; Acceptance Testing; Document Delivery; Training.

20.3.1 Contractor will have a maximum of six months from Contract award date to complete the development of required System Integrations immediately followed by six weeks of testing. After development and testing process is completed, Contractor must successfully demonstrate the systems integrations described here. A production or staging environment must be used for demonstration and verification. Updates that affect System Integrations shall be subject to the six-week testing period as well. If Contractor fails to successfully demonstrate completed integration types within the allocated timeframe, the contract shall be terminated.

(a) SFMTA parking data warehouse

(i) Real-time revenue feed

(ii) Meter inventory and policy API

(iii) Special events API

(iv) Weekly revenue reconciliation

(b) Enforcement handheld software

(i) Pay-by-Space (PbS)

(ii) Pay-by-License-Plate (PbLP)

(iii) Block-level status

(iv) Last chance lookup by space and license plate

(c) License Plate Recognition Camera system/software

(i) PbLP zone payment information

- (ii) Individual license plate status
- (iii) Last chance lookup by license plate
- (d) Parking meter hardware/backend system for visual indication and license plate enforcement
 - (i) PbS environment: paid parking space status and parking session duration
 - (ii) PbLP environment: license plate paid status and parking session duration
- (e) Credit/debit card merchant processing

20.3.2 After the SFMTA has obtained access to the SaaS Application and Services, and subsequent to each SaaS Software version upgrade, revision and patch as further outlined in Appendix B, the SFMTA and Contractor shall conduct user acceptance testing as outlined in Appendices A and B, as the case may be, to verify that the SaaS Application and Services substantially conform to the specifications and the SFMTA’s requirements contained therein. In the event that the SFMTA determines that the SaaS Services do not meet such specifications, the SFMTA shall notify Contractor in writing, and Contractor shall modify or correct the SaaS Services so that it satisfies the Acceptance criteria. The date of Acceptance will be that date upon which the SFMTA provides Contractor with written notice of satisfactory completion of Acceptance testing. If the SFMTA notifies Contractor after the Acceptance Testing Period that the SaaS Services do not meet the Acceptance criteria outlined in Appendices A and B, as the case may be, then the SFMTA shall be entitled to terminate this Agreement in accordance with the procedures specified in Article 8 herein, and shall be entitled to a full refund of any fees paid as part of this Agreement prior to termination.

20.3.3 Document Delivery. Contractor will deliver completed Documentation in electronic format for the SaaS Application and Services at the time it gives the SFMTA access to the SaaS Application and Services. The Documentation will accurately and completely describe the functions and features of the SaaS Application and Services, including all subsequent revisions thereto. The Documentation shall be understandable by a typical end user and shall provide Authorized Users with sufficient instruction such that an Authorized User can become self-reliant with respect to access and use of the SaaS Application and Services. The SFMTA shall have the right to make any number of additional copies of the Documentation at no additional charge. The SFMTA may withhold its issuance of the notice of final Acceptance until the SFMTA receives the completed Documentation.

20.4 Qualified Personnel. Contractor represents and warrants that it is qualified to perform the Services required by the SFMTA, and that all Services will be performed by competent personnel with the degree of skill and care required by current and sound professional procedures and practices under the supervision of, and in the employment of, Contractor (or Contractor's authorized subcontractors) to perform the Services. Contractor will comply with the SFMTA's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at the SFMTA's request, must be supervised by Contractor. Contractor shall commit adequate resources to allow timely completion within the project schedule specified in this Agreement.

20.5 Subcontracting.

20.5.1 Contractor may subcontract portions of the Services only upon prior written approval of the SFMTA. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Services. All subcontracts must incorporate the terms of Article 10 Additional Requirements Incorporated by Reference, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void.

20.5.2 City's execution of this Agreement constitutes its approval of the subcontractors listed below.

Brass Tracks
Nearsure
Brilliant Staffing
EPAM

20.6 Independent Contractor; Payment of Employment Taxes and Other Expenses.

20.6.1 Independent Contractor. For the purposes of this Section 4.6, "Contractor" shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that, at all times, Contractor is an independent contractor and is wholly responsible for the manner and means by which it performs the Services and work required under this Agreement. Contractor, and its agents and employees will not represent or hold themselves out to be employees of City at any time. Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by the City pertaining to or in connection with any retirement, health or other benefits that the City may offer its employees. Contractor is liable for its acts and omissions. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing Services and work, or any agent or employee of Contractor providing same. Nothing in this

Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any of its agents or employees. Contractor agrees to maintain and make available to City, upon request and during Business Hours, accurate books and accounting records demonstrating Contractor's compliance with this Section. Should City determine that Contractor is not performing in accordance with the requirements of this Section, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

20.6.2 Payment of Employment Taxes and Other Expenses. Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past Services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to this Section 4.6 shall be solely limited to the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this Section.

20.7 Assignment. The Services to be performed by Contractor are personal in character. This Agreement may not be directly or indirectly assigned, novated, or otherwise transferred unless first approved by City by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

20.8 Liquidated Damages and Credit Assessments. By entering into this Agreement, Contractor agrees that in the event the Services are delayed beyond the scheduled milestones and timelines as provided in Appendix F, the City will suffer actual damages that will be impractical or extremely difficult to determine. Contractor agrees to the schedule of liquidated damages included in Appendix F, and that those sums are not penalties, but reasonable estimates of the loss that City will incur based on the delays, established in light of the circumstances existing at

the time this Agreement was awarded. City may deduct a sum representing the liquidated damages from any money due to Contractor under this Agreement or any other contract between City and Contractor. Such deductions shall not be considered a penalty, but rather agreed upon monetary damages sustained by City because of Contractor's failure to furnish Deliverables to City within the time fixed or such extensions of time permitted in writing by City.

20.9 Bonding Requirements. The Contractor must furnish a performance bond in a form acceptable to the City, in the sum of not less than \$500,000 of the annual amount of the Contract to guarantee the faithful performance of this Contract. The bond must be approved as to sufficiency and qualifications of the surety by the City's Controller.

Article 21 Insurance; Indemnity and Warranties

21.1 Insurance.

21.1.1 Required Coverages. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(a) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.

(b) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(c) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness.

(d) Reserved. (Professional Liability Insurance Coverage)

(e) Technology Errors and Omissions Liability Insurance, with limits of \$20,000,000 for each claim and each loss. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of Services defined in this Agreement and shall also provide coverage for the following risks:

(i) Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks; and

(ii) Liability arising from the introduction of any form of malicious software including computer viruses into, or otherwise causing damage to the City's or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

(f) Cyber and Privacy Liability Insurance with limits of not less than \$20,000,000 per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, PHI or other PII, stored or transmitted in electronic form.

21.1.2 Additional Insured

(a) The Commercial General Liability Insurance policy must include as Additional Insured the City and County of San Francisco and, its Officers, Agents, and Employees.

(b) The Commercial Automobile Liability Insurance policy must include as Additional Insured the City and County of San Francisco and, its Officers, Agents, and Employees.

21.1.3 Waiver of Subrogation

(a) The Workers' Compensation Liability Insurance policy(ies) shall include waiver of subrogation in favor of the City for all work performed by Contractor, and its employees, agents and subcontractors.

21.1.4 Primary Insurance

(a) The Commercial General Liability Insurance policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

(b) Reserved.

21.1.5 Other Insurance Requirements

(a) Thirty Days' advance written notice shall be provided to the City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Notices shall be sent to the City address set forth in Section 11.1 Notices to the Parties. All notices, certificates and endorsements shall include the SFMTA contract number and title on the cover page.

(b) Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, be maintained for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

(c) Except for Technology Errors & Omissions and Cyber & Privacy Liability, should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

(d) Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance following notice and an opportunity to cure within seven Days and that the Contractor ensures that the insurance coverage is backdated to cover the lapsed period.

(e) Before commencing any Services, Contractor shall furnish to City certificates of insurance including additional insured and waiver of subrogation status, as required, with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

(f) If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, and its officers, agents and employees and Contractor as additional insureds, and waive subrogation in favor of City, where required.

21.2 Indemnification

21.2.1 General Indemnification. Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all liabilities (legal, contractual, or otherwise), losses, damages, costs, expenses, or claims for injury or damages (collectively, "Claims"), arising from or in any way connected with Contractor's performance of the Agreement, including but not limited to, any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not

limited to privacy or personal identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; except to the extent such indemnity is void or otherwise unenforceable under applicable law, and except where such Claims are the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors, or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City. In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such Claim is tendered to Contractor by City and continues at all times thereafter.

21.2.2 Infringement Indemnification. If notified promptly in writing of any judicial action or informal claims brought against City based on an allegation that City's use of the SaaS Application and Services infringes a patent, copyright, or any right of a third-party or constitutes misuse or misappropriation of a trade secret or any other right in intellectual property (Infringement), Contractor will hold City harmless and defend such action at its own expense. Contractor will pay the costs and damages awarded in any such action or the cost of settling such action, provided that Contractor shall have sole control of the defense of any such action and all negotiations or its settlement or compromise, only if Contractor accepts the defense and hold harmless requirements without reservation, and provided, however, that Contractor shall not agree to any injunctive relief or settlement that obligates City to perform any obligation, make an admission of guilt, fault or culpability or incur any expense, without City's prior written consent, which shall not be unreasonably withheld or delayed. In the event a final injunction is obtained against City's use of the SaaS Application and Services by reason of Infringement, or in Contractor's opinion City's use of the SaaS Application and Services is likely to become the subject of Infringement, Contractor may at its option and expense: (i) procure for City the right to continue to use the SaaS Application and Services as contemplated hereunder; (ii) replace the SaaS Application and Services with a non-infringing, functionally equivalent substitute SaaS Application and Services; or (iii) suitably modify the SaaS Application and Services to make its use hereunder non-infringing while retaining functional equivalency to the unmodified version of the SaaS Application and Services. If none of these options is reasonably available to Contractor, then Agreement may be terminated at the option of either Party hereto and Contractor shall refund to City all amounts paid under this Agreement for the license of such infringing SaaS Application and/or Services. Any unauthorized modification or attempted modification of the SaaS Application and Services by City or any failure by City to implement any improvements or updates to the SaaS Application and Services, as supplied by Contractor, shall void this indemnity

unless City has obtained prior written authorization from Contractor permitting such modification, attempted modification or failure to implement. Contractor shall have no liability for any claim of Infringement based on City's use or combination of the SaaS Application and Services with products or data of the type for which the SaaS Application and Services was neither designed nor intended to be used, unless City has obtained prior written authorization from Contractor permitting such use.

21.2.3 Under no circumstances will City indemnify or hold harmless Contractor.

21.3 Warranties of Contractor

21.3.1 Warranty of Authority; No Conflict. Each Party warrants to the other that it is authorized to enter into this Agreement and that its performance of the Agreement will not conflict with any other agreement.

21.3.2 Warranty of Performance. Contractor warrants that when fully implemented, the SaaS Application to be configured and provided under this Agreement shall perform in accordance with the specifications applicable thereto. With respect to all Services to be performed by Contractor under this Agreement, including SaaS Implementation and Training Services outlined in Appendix A, and SaaS Application and Hosted Services outlined in Appendix B, Contractor warrants that it will use reasonable care and skill. All services shall be performed in a professional, competent and timely manner by Contractor personnel appropriately qualified and trained to perform such services. In the event of a breach of the foregoing warranty relating to any service under this Agreement within 12 months from the date of provision of such services, Contractor shall, at its sole cost and expense, re-perform such services.

21.3.3 Compliance with Description of Services. Contractor represents and warrants that the SaaS Application and Services specified in this Agreement and all updates and improvements to the SaaS Application and Services will comply in all material respects with the specifications and representations specified in the Documentation (including performance, capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions and requirements) as set forth (i) herein or in any amendment hereto, and (ii) the updates thereto.

21.3.4 Title. Contractor represents and warrants to City that it is the lawful owner or license holder of all Software, materials and property identified by Contractor as Contractor-owned and used by it in the performance of the SaaS Services contemplated hereunder and has the right to permit City access to or use of the SaaS Application and Services and each component thereof. To the extent that Contractor has used Open Source Software (OSS) in the development of the SaaS Application and Services, Contractor represents and warrants that Contractor is in compliance with any applicable OSS license(s) and is not infringing. Contractor has not and will

not grant any rights to any third party that are in conflict with any of the rights granted to the City under this Agreement.

21.3.5 Disabling Code. Contractor represents and warrants that the SaaS Application and Services, and any information, reports or other materials provided to Authorized Users as a result of the operation of the SaaS Application and Services, including future enhancements and modifications thereto, shall be free of (i) any Disabling Code; (ii) viruses or other computer programming routines or defects that re intended to damage, detrimentally interfere with, or expropriate any system, data, or information; or (iii) any feature that does, or with the passage of time could, in any way impair the operation of the SaaS Application or Services now or hereafter.

21.3.6 Warranty of Suitability for Intended Purpose. Contractor warrants that the SaaS Application and Services will be suitable for the intended purpose of this Agreement.

No Implied Warranty. ALL SERVICES ARE PROVIDED “AS IS.” CONTRACTOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, CONTRACTOR DOES NOT WARRANT THAT THE SERVICES OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE. CONTRACTOR SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES, OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS.

21.3.7 Business Continuity. Contractor warrants and represents to City that it has implemented and will maintain a business continuity and disaster recovery plan in accordance with this Agreement

Article 22 Liability of the Parties

22.1 Liability of City. CITY’S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1 (CALCULATION OF CHARGES AND CONTRACT NOT TO EXCEED AMOUNT) OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

22.1.1 EXCEPT FOR CONTRACTOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF CONTRACTOR ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED (3X) THREE TIMES THE TOTAL AMOUNTS PAID TO CONTRACTOR UNDER THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. EXCEPT FOR CONTRACTOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF CONTRACTOR FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES EXCEED THE GREATER OF 5X FEES PAID OR \$2,000,000. THE LIMITS ON LIABILITY IN THIS SECTION DO NOT APPLY TO SECTION 4.8 LIQUIDATED DAMAGES AND CREDIT ASSESSMENTS, ARTICLE 5.1 INSURANCE, AND APPENDIX F, SECTION III AND IV.

22.2 Liability for Use of Equipment. City shall not be liable for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or any of its subcontractors, or by any of their employees, even though such equipment is furnished, rented or loaned by City.

22.3 Liability for Incidental and Consequential Damages. Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions.

Article 23 Payment of Taxes

23.1 Contractor to Pay All Taxes. Except for any applicable California sales and use taxes charged by Contractor to City, Contractor shall pay all taxes, including possessory interest taxes levied upon or as a result of this Agreement, or the Services delivered pursuant hereto. Contractor shall remit to the State of California any sales or use taxes paid by City to Contractor under this Agreement. Contractor agrees to promptly provide information requested by the City to verify Contractor's compliance with any State requirements for reporting sales and use tax paid by City under this Agreement. All fees and other amounts payable by City under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, City is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by City hereunder, other than any taxes imposed on Contractor's income or gross receipts.

23.2 Reserved. (Possessory Interest Taxes)

23.3 Withholding. Contractor agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations.

Article 24 Termination; Disposition of Content; Survival

24.1 Termination for Cause and/or Convenience. City shall have the right, without further obligation or liability to Contractor:

24.1.1 To immediately terminate this Agreement if Contractor commits any breach of this Agreement or default (see Section 8.2 below) and fails to remedy such breach or default within 10 Days after written notice by City of such breach (10-day cure period), in which event, Contractor shall refund to City all amounts paid under this Agreement for the SaaS Application and/or Services in the same manner as if City ceased to use the SaaS Application due to infringement under Section 5.2.2. At City's sole election, the 10-day cure period will *not* apply to termination for data breach and/or breach of confidentiality; or

24.1.2 To terminate this Agreement upon 30 Days' prior written notice for City's convenience and without cause, provided that except for termination due to an uncured breach as set forth in this Section and in the event of Infringement, City shall not be entitled to a refund of any amounts previously paid under this Agreement.

24.2 Each of the following shall constitute an immediate event of default (Event of Default) under this Agreement:

24.2.1 Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

- | | |
|------------|-------------------------------------|
| 3.5 | Submitting False Claims. |
| 4.7 | Assignment |
| Article 5 | Insurance; Indemnity and Warranties |
| Article 7 | Payment of Taxes |
| 10.10 | Alcohol and Drug-Free Workplace |
| 11.10 | Compliance with Laws |
| Article 13 | Data and Security |

24.2.2 Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default is not cured within 10 Days after written notice thereof from the SFMTA to Contractor. If Contractor defaults a second time in the same manner as a prior default cured by Contractor, the SFMTA may in its sole discretion immediately terminate the Agreement for default or grant an additional period not to exceed five days for Contractor to cure the default.

24.2.3 Contractor (i) is generally not paying its debts as they become due; (ii) files, or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction; (iii) makes an assignment for the benefit of its creditors; (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property; or (v) takes action for the purpose of any of the foregoing.

24.2.4 A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property; (ii) constituting an order for relief or approving a petition for relief, reorganization or arrangement, any other petition in bankruptcy or for liquidation, or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction; or (iii) ordering the dissolution, winding-up or liquidation of Contractor.

24.2.5 Contractor will have a maximum of six months immediately followed by six weeks of testing from Contract award date to complete and successfully demonstrate the systems integrations described here. Production or staging environment must be used for demonstration and verification. Updates that affect System Integrations shall be subject to the six-week testing period as well. If the Contractor fails to successfully demonstrate completed integration types within the allocated timeframe, the contract shall be terminated. This provision is not subject to the cure provisions in Section 8.2.2.

- (a)** SFMTA parking data warehouse
 - (i)** Real-time revenue feed
 - (ii)** Meter inventory and policy API
 - (iii)** Special events API
 - (iv)** Weekly revenue reconciliation
- (b)** Enforcement handheld software

- (i) Pay-by-Space (PbS)
- (ii) Pay-by-License-Plate (PbLP)
- (iii) Block-level status
- (iv) Last chance lookup by space and license plate
- (c) License Plate Recognition Camera system/software
 - (i) PbLP zone payment information
 - (ii) Individual license plate status
 - (iii) Last chance lookup by license plate
- (d) Parking meter hardware/backend system for visual indication and license plate enforcement
 - (i) PbS environment: paid parking space status and parking session duration
 - (ii) PbLP environment: license plate paid status and parking session duration
- (e) Credit/debit card merchant processing

24.2.6 Default Remedies. On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, where applicable, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default. Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii) any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with City.

24.3 Bankruptcy. In the event that Contractor shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any

state relating to insolvency or the protection of rights of creditors, then at City's option this Agreement shall terminate and be of no further force and effect. Upon termination of this Agreement pursuant to this Section, Contractor shall within 48 hours return City Data in an agreed-upon machine readable format. Once Contractor has received written confirmation from City that City Data has been successfully transferred to City, Contractor shall within 30 Days clear, purge or physically destroy all City Data from its hosted servers or files and provide City with written certification within five Days that such clear, purge and/or physical destruction has occurred. Secure disposal shall be accomplished by "clearing," "purging" or "physical destruction," in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.

24.4 Transition Services and Disposition of City Data. Upon request of the City, expiration, or termination of the SaaS Services under this Agreement.

24.4.1 Transition Services. Contractor shall, upon City's request, for a period of time not to exceed 120 Days provide to City and/or Successor Service Provider assistance to effect the orderly transition of the SaaS Services, in whole or in part, to City or to Successor Service Provider. During the transition period, SaaS Application and City Data access shall continue to be made available to City without alteration. Contractor will provide the Transition Services at Contractor's then-current rates for such services immediately prior to the expiration or termination of this Agreement. Transition costs may include: (i) developing a plan for the orderly transition of the terminated SaaS Services from Contractor to Successor Service Provider; (ii) if required, transferring City Data to Successor Service Provider; (iii) using commercially reasonable efforts to assist City in acquiring any necessary rights to legally and physically access and use any third-party technologies and documentation then being used by Contractor in connection with the Services; (iv) using commercially reasonable efforts to make available to City, pursuant to mutually agreeable terms and conditions, any third-party services then being used by Contractor in connection with the SaaS Services; and (v) such other activities upon which the Parties may agree. Notwithstanding the foregoing, should City terminate this Agreement due to Contractor's material breach, City may elect to use the Services for a period of no greater than six (6) months from the date of termination. All applicable terms and conditions of this Agreement shall apply to the Transition Services.

24.4.2 Disposition of City Data. Contractor may immediately discontinue the SaaS Services and City shall immediately cease accessing the SaaS Application and Services at the conclusion of the Transition Services pursuant to Section 8.4.1. Contractor shall either transition all City Data to the Successor Service Provider or within thirty Days of the expiration or termination of the SaaS Services return City Data in an agreed-upon machine readable format. This provision shall also apply to all City Data that is in the possession of subcontractors, agents or auditors of Contractor. Such data transfer shall be done at no cost to City. Once Contractor has received written confirmation from the SFMTA that City Data has been successfully transferred

to City, Contractor shall within 30 Days clear, purge or physically destroy all City Data from its hosted servers or files and provide City with written certification within thirty Days that such clear or purge and/or physical destruction has occurred. Secure disposal shall be accomplished by “clearing,” “purging” or “physical destruction,” in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.

24.5 Remedies. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

24.6 Notice of Default. Any notice of default must be sent by registered mail to the address set forth in Section 11.1 Notices to the Parties.

24.7 Non-Waiver of Rights. The omission by either Party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other Party at the time designated, shall not be a waiver of any such default or right to which the Party is entitled, nor shall it in any way affect the right of the Party to enforce such provisions thereafter.

24.8 Survival

24.8.1 This Section and the following Sections of this Agreement listed below, shall survive termination or expiration of this Agreement:

3.3.2	Payment Limited to Satisfactory Services and Delivery of Goods
3.4	Audit and Inspection of Records
3.5	Submitting False Claims
4.6	Independent Contractor; Payment of Employment Taxes and Other Expenses
Article 5	Insurance; Indemnity and Warranties
6.1	Liability of City
6.3	Liability for Incidental and Consequential Damages
Article 7	Payment of Taxes
8.4	Transition Services and Disposition of City Data
8.7	Non-Waiver of Rights
9.1	Ownership of Results
9.2	Works for Hire
11.6	Dispute Resolution Procedure
11.7	Agreement Made in California; Venue

11.8	Construction
11.9	Entire Agreement
11.10	Compliance with Laws
11.11	Severability
13.2.1	Proprietary or Confidential Information of City
13.2.5	Notification of Legal Requests

24.9 Data Rights

24.9.1 Preexisting Data of each Party that will be included as a Deliverable under this Agreement will be identified in Appendix A. Preexisting Data of the City may only be used by Contractor for purposes of the Scope of Work of this Agreement, unless such data is otherwise publicly available.

24.9.2 Unless otherwise limited in this Agreement, the City shall have the unrestricted right to use the Deliverable Data and delivered Project Data, including all Preexisting Data provided as a Deliverable under this Agreement.

Article 25 Rights in Deliverables

25.1 Ownership of Results. Deliverable Data and Project Data remains the sole and exclusive property of ParkMobile. ParkMobile grants City an irrevocable, royalty-free, non-exclusive, non-assignable, non-transferable license to applicable Deliverable Data and Project Data for the duration of the term only for City’s internal use in connection with the Services. Any interest of Contractor or its subcontractors in the Deliverables, any partially-completed Deliverables, and related materials, shall become the property of and will be transmitted to City. Unless expressly authorized in writing by City, Contractor may not retain and use copies for reference and as documentation of its experience and capabilities.

25.2 Works for Hire. All copyrights in Deliverables that are considered works for hire under Title 17 of the United States Code, shall be the property of City. If any such Deliverables are ever determined not to be works for hire under U.S. law, Contractor hereby assigns all Contractor’s copyrights to such Deliverables to City, agrees to provide any material and execute any documents necessary to effectuate such assignment, and agrees to include a clause in every subcontract imposing the same duties upon its subcontractor(s). With City’s prior written approval, Contractor and its subcontractor(s) may retain and use copies of such works for reference and as documentation of their respective experience and capabilities provided that any such use is in conformance with the confidentiality provisions of this Agreement.

Article 26 Additional Requirements Incorporated by Reference

26.1 Laws Incorporated by Reference. The full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement (Mandatory City Requirements) are available at http://www.amlegal.com/codes/client/san-francisco_ca/ .

26.2 Conflict of Interest. By executing this Agreement, Contractor certifies that it does not know of any fact that constitutes a violation of Section 15.103 of the City’s Charter; Article III, Chapter 2 of City’s Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 *et seq.*); or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 *et seq.*). Contractor further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Agreement.

26.3 Prohibition on Use of Public Funds for Political Activity. In performing the Services, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

26.4 Consideration of Salary History. Contractor shall comply with San Francisco Labor and Employment Code Article 141, the Consideration of Salary History Ordinance or “Pay Parity Act.” Contractor is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in the City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee’s salary history without that employee’s authorization unless the salary history is publicly available. Contractor is subject to the enforcement and penalty provisions in Article 141. Information about and the text of Article 141 is available on the web at <https://sfgov.org/olse/consideration-salary-history>. Contractor is required to comply with all of the applicable provisions of Article 141, irrespective of the listing of obligations in this Section.

26.5 Nondiscrimination Requirements

26.5.1 Nondiscrimination in Contracts. Contractor shall comply with the provisions of San Francisco Labor and Employment Code Articles 131 and 132. Contractor shall incorporate by reference in all subcontracts the provisions of Sections 131.2(a), 131.2(c)-(k), and 132.3 of the San Francisco Labor and Employment Code and shall require all subcontractors to

comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Articles 131 and 132.

26.5.2 Nondiscrimination in the Provision of Employee Benefits. San Francisco Labor and Employment Code Article 131.2 applies to this Agreement. Contractor does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Labor and Employment Code Article 131.2.

26.6 Local Business Enterprise and Non-Discrimination in Contracting Ordinance. Contractor shall comply with all applicable provisions of Chapter 14B (LBE Ordinance).

26.7 Minimum Compensation Ordinance. Labor and Employment Code Article 111 applies to this Agreement. Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Labor and Employment Code Article 111, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Contractor is subject to the enforcement and penalty provisions in Article 111. Information about and the text of Article 111 is available on the web at <http://sfgov.org/olse/mco>. Contractor is required to comply with all of the applicable provisions of Article 111, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Contractor certifies that it complies with Article 111.

26.8 Health Care Accountability Ordinance. Labor and Employment Code Article 121 applies to this contract. Contractor shall comply with the requirements of Article 121. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Article 121.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of Article 121, as well as the Health Commission's minimum standards, is available on the web at <http://sfgov.org/olse/hcao>. Contractor is subject to the enforcement and penalty provisions in Article 121. Any Subcontract entered into by Contractor shall require any Subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.

26.9 First Source Hiring Program. Contractor must comply with all of the applicable provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement, and Contractor is subject to the enforcement and penalty provisions in Chapter 83.

26.10 Alcohol and Drug-Free Workplace. City reserves the right to deny access to, or require Contractor to remove from, City facilities personnel of any Contractor or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

26.11 Limitations on Contributions. By executing this Agreement, Contractor acknowledges its obligations under Section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (a) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (b) a candidate for that City elective office, or (c) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10% in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

26.12 Reserved. (Slavery Era Disclosure)

26.13 Reserved. (Working with Minors)

26.14 Consideration of Criminal History in Hiring and Employment Decisions

26.14.1 Contractor agrees to comply fully with and be bound by all of the provisions of Article 142, "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Labor and Employment Code ("Article 142"), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Article 142 are incorporated by reference and made

a part of this Agreement as though fully set forth herein. The text of Article 142 is available on the web at <http://sfgov.org/olse/fco>. Contractor is required to comply with all of the applicable provisions of Article 142, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Article 142.

26.14.2 The requirements of Article 142 shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Article 142 shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

26.15 Nonprofit Contractor Requirements

26.15.1 Good Standing. If Contractor is a nonprofit organization, Contractor represents that it is in good standing with the California Attorney General's Registry of Charitable Trusts and will remain in good standing during the term of this Agreement. Contractor shall immediately notify the City of any change in its eligibility to perform under the Agreement. Upon the City's request, Contractor shall provide documentation demonstrating its compliance with applicable legal requirements. If Contractor will use any subcontractors to perform the Agreement, Contractor is responsible for ensuring they are also in compliance with the California Attorney General's Registry of Charitable Trusts for the duration of the Agreement. Any failure by Contractor or its subcontractors to remain in good standing with applicable requirements shall be a material breach of this Agreement.

26.15.2 Public Access to Nonprofit Records and Meetings. If Contractor is a nonprofit organization, provides Services that do not include services or benefits to City employees (and/or to their family members, dependents, or their other designated beneficiaries); and receives a cumulative total per year of at least \$250,000 in City or City-administered funds, Contractor must comply with the City's Public Access to Nonprofit Records and Meetings requirements, as set forth in Chapter 12L of the San Francisco Administrative Code, including the remedies provided therein.

26.16 Food Service Waste Reduction Requirements. Contractor shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the remedies for noncompliance provided therein.

26.17 Reserved. (Distribution of Beverages and Water).

26.18 Tropical Hardwood and Virgin Redwood Ban. Pursuant to San Francisco Environment Code Section 804(b), the City urges Contractor not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

Article 27 General Provisions

27.1 Notices to the Parties. Unless otherwise indicated in this Agreement, all written communications sent by the Parties may be by U.S. mail or e-mail, and shall be addressed as follows:

To City: Lorraine Fuqua
Manager, On-Street Parking Services Contracts
San Francisco Municipal Transportation
1 South Van Ness Avenue
San Francisco, CA
Lorraine.Fuqua@sfmta.com

To Contractor: ParkMobile LLC
1100 Spring St. NW
Ste 200
Atlanta, GA 30309

For legal notices: with a copy to ParkMobile's Legal Department at the above address and to legal-notices@parkmobile.io.

27.2 Any notice of default must be sent by overnight delivery service or courier, with a signature obtained at delivery. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party. If email notification is used, the sender must specify a receipt notice.

27.3 Compliance with Americans with Disabilities Act.

27.3.1 Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to people with disabilities. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against people with disabilities in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

27.3.2 Reserved. (Information and Communication Technology Accessibility)

27.3.3 Incorporation of Recitals. Recitals are incorporated into and made part of this Agreement.

27.4 Sunshine Ordinance. Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code §7920 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

27.5 Modification of this Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, except as noted in Section 11.1 Notices to Parties regarding change in personnel or place, and except by written instrument executed and approved as required under City law and under the policy of the SFMTA Board of Directors. Contractor shall cooperate with the SFMTA to submit to the CCO any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (CMD Contract Modification Form).

27.6 Dispute Resolution Procedure.

27.6.1 Negotiation; Alternative Dispute Resolution. The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement. Disputes will not be subject to binding arbitration. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of City. Neither Party will be entitled to legal fees or costs for matters resolved under this Section.

27.6.2 Government Code Claim Requirement. No suit for money or damages may be brought against the City until a written claim therefor has been presented to and rejected by the City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this Agreement shall operate to toll, waive or excuse Contractor's compliance with the California Government Code Claim requirements set forth in San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq.

27.7 Agreement Made in California; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

27.8 Construction. All paragraph captions are for reference only and shall not be considered in construing this Agreement.

27.9 Entire Agreement. This Contract, including the Appendices, sets forth the entire agreement between the Parties, and supersedes all other oral or written provisions. This Agreement may be modified only as provided in Section 11.5 Modification of this Agreement.

27.10 Compliance with Laws. Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

27.11 Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Parties and shall be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable.

27.12 Cooperative Drafting. This Agreement has been drafted through a cooperative effort of City and Contractor, and both Parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No Party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

27.13 Order of Precedence. The Parties agree that this Agreement, including all Appendices, sets forth the Parties' complete agreement. Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement. If the Appendices to this Agreement include any standard printed terms from the Contractor, Contractor agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between City's terms and Contractor's printed terms, City's terms shall take precedence. Any hyperlinked terms included in Contractor's terms shall have no legal effect.

Article 28 SFMTA Specific Terms

28.1 Large Vehicle Driver Safety Training Requirements.

28.1.1 Contractor agrees that before any of its employees and subcontractors drive large vehicles within the City and County of San Francisco, those employees and subcontractors shall successfully complete either (a) the SFMTA's Large Vehicle Urban Driving Safety training program or (b) a training program that meets the SFMTA's approved standards for large vehicle

urban driving safety. The SFMTA's approved standards for large vehicle urban driving safety is available for download at www.SFMTA.com/largevehicletainingstandards. This requirement does not apply to drivers providing delivery services who are not employees or subcontractors of the Contractor. For purposes of this section, "large vehicle" means any single vehicle or combination of vehicle and trailer with an unladen weight of 10,000 pounds or more, or a van designed to carry 10 or more people.

28.1.2 By entering into this Agreement, Contractor agrees that in the event the Contractor fails to comply with the Large Vehicle Driver Safety Training Requirements, the City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of up to One Thousand Dollars (\$1,000) per employee or subcontractor who is permitted to drive a large vehicle in violation of these requirements is not a penalty, but is a reasonable estimate of the loss that City will incur based on the Contractor's failure to comply with this requirement, established in light of the circumstances existing at the time this Contract was awarded. City may deduct a sum representing the liquidated damages from any money due to Contractor. Such deductions shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply.

Article 29 Data and Security

29.1 Management of City Data

29.1.1 Ownership of City Data. The Parties agree that as between them, all rights, including all intellectual property rights, in and to the City Data, and any derivative works of the City Data, is the exclusive property of the City. Contractor warrants that the SaaS Application does not maintain, store, or export the City Data using a database structure, data model, entity relationship diagram or equivalent.

29.1.2 Use of City Data. Contractor agrees to hold City Data received from, or created or collected on behalf of, the City in strictest confidence. Contractor shall not use or disclose City's Data except as permitted or required by the Agreement or as otherwise authorized in writing by the City. Any work by Contractor or its authorized subcontractors using, or sharing or storage of, City Data outside the United States is prohibited, absent prior written authorization by City. Access to City Data must be strictly controlled and limited to Contractor's staff assigned to this project on a need-to-know basis only. Contractor is provided a limited non-exclusive royalty free license to use the City Data solely for performing its obligations under the Agreement and not for Contractor's own purposes or later use. Nothing herein shall be construed to confer any license or right to the City Data, including user tracking and exception City Data within the system, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third party. Unauthorized use of City Data by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase "unauthorized use" means

the data mining or processing of data and/or machine learning from the data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any purpose that is not explicitly authorized other than security or service delivery analysis. ParkMobile User Data remains the sole and exclusive property of ParkMobile. ParkMobile may sublicense certain ParkMobile User Data to City upon City's execution of ParkMobile's Data Protection Agreement. City will not, directly or indirectly: (i) sell or resell ParkMobile User Data in any capacity or form; (ii) create any derivative work using ParkMobile User Data; or (iii) use ParkMobile User Data for purposes other than those specifically allowed in this Agreement. Notwithstanding the foregoing, the parties acknowledge and agree that ParkMobile will not sublicense or provide any PCI Data to City. "PCI Data" means, as applicable, payment card number, cardholder name, expiration date, card verification code or value, service code, and/or security-related information used to authenticate cardholders and/or authorize payment card transactions.

29.1.3 Access to and Extraction of City Data. City shall have access to City Data 24-hours a day, 7 days a week. The SaaS Application shall be capable of creating a digital, reusable copy of the City Data, in whole and in parts, as a platform independent and machine-readable file. Such file formats include, without limitation, plain text files such as comma-delimited tables, extensible markup language, and javascript object notation. City Data that is stored in binary formats, including without limitation portable document format, JPEG, and portable network graphics files, shall instead be reproducible in the same format in which it was loaded into the SaaS Application. This reusable copy must be made available in a publicly documented and non-proprietary format, with a clearly-defined data structure and a data dictionary for all terms of art contained in the data. For purposes of this Section, non-proprietary formats include formats for which royalty-free codecs are available to End Users. Contractor warrants that City shall be able to extract City Data from the SaaS Application on demand, but no later than 24-hours of City's request, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees to Contractor).

29.1.4 Backup and Recovery of City Data. As a part of the SaaS Services, Contractor is responsible for maintaining a backup of City Data and for an orderly and timely recovery of such data in the event of data corruption or interruption of the SaaS Services. Unless otherwise described in Appendices A and/or B, Contractor shall maintain a contemporaneous backup of City Data that can be recovered within the requirements in this Agreement and as outlined in Appendix D and maintaining the security of City Data as further described herein. Contractor's backup of City Data shall not be considered in calculating storage used by City.

29.1.5 Data Breach; Loss of City Data. In the event of any Data Breach, act, SaaS Software Error, omission, negligence, misconduct, or breach that compromises or is suspected to materially compromise the security, confidentiality, or integrity of City Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that

relate to the protection of the security, confidentiality, or integrity of City Data, Contractor shall, as applicable:

(a) Notify City immediately following discovery, but no later than 24 hours, of becoming aware of such occurrence or suspected occurrence. Contractor's report shall identify:

- (i) the nature of the unauthorized access, use or disclosure;
- (ii) the Confidential Information accessed, used or disclosed;
- (iii) the person(s) who accessed, used, disclosed and/or received protected information (if known);
- (iv) what Contractor has done or will do to mitigate any deleterious effect of the unauthorized access, use or disclosure, and
- (v) what corrective action Contractor has taken or will take to prevent future unauthorized access, use or disclosure.

(b) In the event of a suspected material Breach, Contractor shall keep the City informed regularly of the progress of its investigation until the uncertainty is resolved;

(c) Contractor shall coordinate with the City in its breach response activities, including, without limitation:

- (i) Immediately preserve any potential forensic evidence relating to the breach, and remedy the breach as quickly as circumstances permit;
- (ii) Promptly (within two business days) designate a contact person to whom the City will direct inquiries, and who will communicate Contractor responses to City inquiries;
- (iii) As rapidly as circumstances permit, apply appropriate resources to remedy the breach condition, investigate, document, restore City service(s) as directed by the City, and undertake appropriate response activities;
- (iv) Provide status reports to the City on Data Breach response activities, either on a daily basis or a frequency approved by the City;
- (v) Make all reasonable efforts to assist and cooperate with the City in its Breach response efforts;
- (vi) Ensure that knowledgeable Contractor staff are available on short notice, if needed, to participate in City-initiated meetings and/or conference calls regarding the Breach; and
- (vii) Cooperate with City in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by City.

(d) In the case of PII or PHI, at City's sole election, (a) notify the affected individuals as soon as practicable, but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within thirty (30) Days of the occurrence; or, (b) reimburse City for any costs in notifying the affected individuals;

(e) In the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no fewer than 24 months following the date of notification to such individuals;

(f) Perform or take any other actions required to comply with applicable law as a result of the occurrence;

(g) If commercially reasonable, recreate lost City Data in the manner and on the schedule set by City without charge to City; and

(h) Provide to City a detailed plan within 10 Days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence.

(i) Notification to affected individuals, as described above, shall comply with applicable law, be written in plain language, and contain (at the City's election) information that may include: name and contact information of Contractor's (or City's) representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor.

(j) Contractor shall retain and preserve City Data in accordance with the City's instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by the City to Contractor, independent of where the City Data is stored.

(k) City shall conduct all media communications related to such Data Breach, unless in its sole discretion, City directs Contractor to do so.

29.2 Proprietary or Confidential Information

29.2.1 Proprietary or Confidential Information of City. Contractor understands and agrees that, in the performance of the work or services under this Agreement may involve access to City Data, which includes proprietary or Confidential Information. Contractor and any subcontractors or agents shall use City Data only in accordance with all applicable local, state and federal laws restricting the access, use and disclosure of City Data and only as necessary

in the performance of this Agreement. Contractor's failure to comply with any requirements of local, state or federal laws restricting access, use and disclosure of City Data shall be deemed a material breach of this Agreement, for which City may terminate the Agreement. In addition to termination or any other remedies set forth in this Agreement or available in equity or law, City may bring a false claim action against Contractor pursuant to Chapters 6 or 21 of the Administrative Code, or debar Contractor. Contractor agrees to include all of the terms and conditions regarding City Data contained in this Agreement in all subcontractor or agency contracts providing services under this Agreement.

29.2.2 Obligation of Confidentiality. Subject to San Francisco Administrative Code Section 67.24(e), any state open records or freedom of information statutes, and any other applicable laws, Contractor agrees to hold all City Data in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such City Data to third-parties other than its employees, agents, or authorized subcontractors who have a need to know in connection with this Agreement or to use such City Data for any purposes whatsoever other than the performance of this Agreement. Contractor agrees to advise and require its respective employees, agents, and subcontractors of their obligations to keep all City Data confidential.

29.2.3 Nondisclosure. Contractor agrees and acknowledges that it shall have no proprietary interest in any City Data and will not disclose, communicate or publish the nature or content of such information to any person or entity, nor use, except in connection with the performance of its obligations under this Agreement or as otherwise authorized in writing by City, any of City Data it produces, receives, acquires or obtains from City. Contractor shall take all necessary steps to ensure that City Data is securely maintained. Contractor's obligations set forth herein shall survive the termination or expiration of this Agreement. In the event Contractor becomes legally compelled to disclose any City Data, it shall provide City with prompt notice thereof and shall not divulge any information until City has had the opportunity to seek a protective order or other appropriate remedy to curtail such disclosure. If such actions by City are unsuccessful, or City otherwise waives its right to seek such remedies, Contractor shall disclose only that portion of City Data that it is legally required to disclose.

29.2.4 Litigation Holds. Contractor shall retain and preserve City Data in accordance with the City's instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by the City to Contractor, independent of where the City Data is stored.

29.2.5 Notification of Legal Requests. Contractor shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery, requests, and other legal requests (Legal Requests) related to any City Data under this Agreement, or which in any way might reasonably require access to City's Data, and in no event later than five (5) business days after Contractor receives the request. Contractor shall not respond to Legal Requests related

to City without first notifying City other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement. Contractor shall retain and preserve City Data in accordance with the City's instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by the City to Contractor, independent of where the City Data is stored.

29.2.6 Cooperation to Prevent Disclosure of City Data. Contractor shall use its best efforts to assist the City in identifying and preventing any unauthorized use or disclosure of any City Data. Without limiting the foregoing, Contractor shall advise the City immediately in the event Contractor learns or has reason to believe that any person who has had access to City Data has violated or intends to violate the terms of this Agreement and Contractor will cooperate with the City in seeking injunctive or other equitable relief against any such person.

29.2.7 Remedies for Breach of Obligation of Confidentiality. Contractor acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the City, which damage may be inadequately compensable in the form of monetary damages. Accordingly, City may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available, to include, at the sole election of City, the immediate termination of this Agreement, without liability to City.

29.2.8 Surrender of Confidential Information upon Termination. Upon termination of this Agreement, including but not limited to expiration of the term, early termination or termination for convenience, Contractor shall, within thirty Days from the date of termination, return to City any and all City Data received from City, collected or created by Contractor on behalf of City, which are in Contractor's possession, custody, or control. The return of City Data to City shall follow the timeframe and procedure described further in this Agreement (Article 8).

29.2.9 Data Security. To prevent unauthorized access of City Data,

(a) Contractor shall at all times during the Term provide and maintain up-to-date security systems and procedures, and adjust its security systems and procedures in response to relevant changes in technology, with respect to (a) the Services, (b) Contractor's Website, (c) Contractor's physical facilities, (d) Contractor's infrastructure, and (e) Contractor's networks.

(b) Contractor shall provide security for its networks and all Internet connections consistent with industry best practices, and will promptly install all patches, fixes, upgrades, updates and new versions of any security software it employs.

(c) Contractor will maintain appropriate safeguards to restrict access to City Data to those employees, agents or service providers of Contractor who need the information to carry out the purposes for which it was disclosed to Contractor.

(d) For information disclosed in electronic form, Contractor agrees that appropriate safeguards include electronic barriers (e.g., most current industry standard encryption for transport and storage, such as the National Institute of Standards and Technology's Internal Report 7977 or Federal Information Processing Standards [FIPS] 140-2 [Security Requirements for Cryptographic Modules] or FIPS-197 or successors, intrusion prevention/detection or similar barriers) and secure authentication (e.g., password protected) access to hosted City Data.

(e) For information disclosed in written form, Contractor agrees that appropriate safeguards include secured storage of City Data.

(f) City Data shall be encrypted at rest and in transit with controlled access.

(g) Contractor will establish and maintain any additional physical, electronic, administrative, technical and procedural controls and safeguards to protect City Data that are no less rigorous than accepted industry practices (including, as periodically amended or updated, the International Organization for Standardization's standards: ISO/IEC 27001:2005 – Information Security Management Systems – Requirements and ISO-IEC 27002:2005 – Code of Practice for International Security Management, NIST Special Publication 800-53 Revision 5 or its successor, NIST Special Publication 800-18 or its successor, the Information Technology Library (ITIL) standards, the Control Objectives for Information and related Technology (COBIT) standards, or other applicable industry standards for information security), and shall ensure that all such controls and safeguards, including the manner in which Confidential Information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.

(h) Contractor warrants to the City compliance, in performing its obligations hereunder, with the following (as periodically amended or updated) as applicable:

- (i) The California Information Practices Act/California Consumer Privacy Act (Civil Code §§ 1798, et seq);
- (ii) The European General Data Protection Regulation (GDPR);

- (iii) Relevant security provisions of the Internal Revenue Service (IRS) Publication 1075, including the requirements that Data not traverse networks located outside of the United States;
- (iv) Relevant security provisions of the Payment Card Industry (PCI) Data Security Standard (PCI DSS) including the PCI DSS Cloud Computing Guidelines;
- (v) Relevant security provisions of the Social Security Administration (SSA) Document Electronic Information Exchange Security Requirement and Procedures for State and Local Agencies Exchanging Electronic Information with the Social Security Administration;
- (vi) Relevant security provisions of the Criminal Justice Services (CJIS) Security policy; and
- (vii) Relevant security provisions of the Medi-Cal Privacy and Security Agreement between the California Department of Health Care Services and the County of San Francisco.

29.2.10 Data Privacy and Information Security Program. Without limiting Contractor's obligation of confidentiality as further described herein, Contractor shall establish and maintain a data privacy and information security program and procedures in response to relevant changes in technology and internal and external threats to information security, including physical, technical, administrative, and organizational safeguards, that is designed to: (i) ensure the security and confidentiality of the City Data; (ii) protect against any anticipated threats or hazards to the security or integrity of the City Data; (iii) protect against unauthorized disclosure, access to, or use of the City Data; (iv) ensure the proper disposal of City Data; and, (v) ensure that all of Contractor's employees, agents, and subcontractors, if any, comply with all of the foregoing.

29.2.11 City's Right to Termination for Deficiencies. City reserves the right, at its sole election, to immediately terminate this Agreement, without limitation and without liability, if City reasonably determines that Contractor fails or has failed to meet its obligations under this Article 13.

29.2.12 Data Transmission. Contractor shall ensure that all electronic transmission or exchange of system and application data with City and/or any other parties expressly designated by City shall take place via encrypted secure means (e.g., HTTPS or SFTP or most current industry standard established by NIST). Contractor shall also ensure that all data

exchanged shall be used expressly and solely for the purposes enumerated in the Agreement. Unless required to fulfill the Contractor's obligations under this Agreement, City Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. Contractor shall ensure that no City Data of any kind shall be copied, modified, destroyed, deleted, transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by City. Contractor is prohibited from accessing City Data from outside the United States except as provided for in Section 4.2.2(c)(ii) of this Agreement.

29.3 American Institute of Certified Public Accounts (AICPA) Audit Reports.

29.3.1 Contractor shall provide to City, on an annual basis, a SSAE 18, SOC 2, Type 2 Report, and a SSAE 18, SOC 1, Type 2 Audit Report, to be conducted by an independent third party ("Audit Reports") (if Contractor is using a hosting service provider, Contractor shall provide such Audit Reports it receives from its service provider or providers) as follows: (a) the Audit Reports shall include a 365 day (12-month) testing period; and (b) the Audit Reports shall be available to City no later than thirty (30) days after they are received by Contractor. If Contractor receives a so-called "negative assurance opinion," or the annual Audit Report finds a material data privacy or information security issue, Contractor shall notify City of such opinion within fifteen Days of receipt by Contractor. Contractor shall implement reasonably required safeguards as identified by any audit of Contractor's data privacy and information security program or promptly notify City in writing if Contractor is unable to implement mitigation measures to address the issue(s). Upon any such notification, City shall have the right, without further obligation or liability to Contractor, to terminate this Agreement. Any failure by Contractor to comply with this Section shall be a material breach of this Agreement.

29.3.2 Audit of Contractor's Policies. Contractor agrees to make its policies, procedures and practices regarding Data Security available to City, if needed, and agrees that City reserves the rights, including, but not limited to, making a site visit, scanning for malicious codes, and hiring a third-party to perform a security audit if City determines that the Audit Report is unsatisfactory.

29.3.3 Information Security Audits. Contractor must contract with an independent third party to perform yearly information security audits of their primary and backup Data Centers. The annual audits must include an outside penetration/vulnerability test, and internal penetration and vulnerability tests with the third-party directly on the internal network. The summary results of the audits must be shared with the City. All audit findings must be remedied.

29.3.4 Audit Findings. Contractor shall implement reasonably required safeguards as identified by City or by any audit of Contractor's data privacy and information security program.

29.4 Payment Card Industry (PCI) Requirements. Contractors providing services and products that handle, transmit or store cardholder data, are subject to the following requirements:

29.4.1 Reserved.

29.4.2 Gateway providers shall have appropriate Payment Card Industry Data Security Standards (PCI DSS) certification as service providers (<https://www.pcisecuritystandards.org/index.shtml>). Compliance with the PCI DSS shall be achieved through a third-party audit process. Contractor shall comply with Visa Cardholder Information Security Program (CISP) and MasterCard Site Data Protection (SDP) programs.

29.4.3 For any Contractor that processes PIN Debit Cards, payment card devices supplied by Contractor shall be validated against the PCI Council PIN Transaction Security (PTS) program.

29.4.4 For items 13.4.1 to 13.4.3 above, Contractor shall provide a letter from their qualified security assessor (QSA) affirming their compliance and current PCI or PTS compliance certificate.

29.4.5 Contractor shall be responsible for furnishing City with an updated PCI compliance certificate 30 Days prior to its expiration.

29.4.6 Bank Accounts. Collections that represent funds belonging to the City and County of San Francisco shall be deposited, without detour to a third-party's bank account, into a City and County of San Francisco bank account designated by the Office of the Treasurer and Tax Collector.

29.5 Reserved. (Protected Health Information)

29.6 Reserved. (Business Associate Agreement)

Article 30 Force Majeure

30.1 Liability. No Party shall be liable for delay in the performance of its obligations under this Agreement if and to the extent such delay is caused, directly or indirectly, by: fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, or any other cause beyond the reasonable control of such Party (a "Force Majeure Event"). In the case of a Force Majeure Event, Contractor shall immediately commence disaster recovery services as described in Section 14.4.

30.2 Duration. In a Force Majeure Event, the non-performing Party shall be excused from further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such Party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay. Any Party so delayed in its performance shall immediately notify the Party to whom performance is due by telephone (to be confirmed in writing within two Days of the inception of such delay) and describe at a reasonable level of detail the circumstances causing such delay.

30.3 Effect. If a Force Majeure Event substantially prevents, hinders, or delays performance of the Services as critical for more than 15 consecutive Days, then at City's option: (i) City may terminate any portion of this Agreement so affected and the charges payable hereunder shall be equitably adjusted to reflect those terminated Services; or (ii) City may terminate this Agreement without liability to City or Contractor as of a date specified by City in a written notice of termination to Contractor. Contractor shall not have the right to any additional payments from City for costs or expenses incurred by Contractor as a result of any force majeure condition that lasts longer than three Days.

30.4 Disaster Recovery. In the event of a disaster, as defined below, Contractor shall provide disaster recovery services in accordance with the provisions of the disaster recovery plan attached as Appendix E hereto, or as otherwise set forth in this Agreement or any Statement of Work. Notwithstanding Section 14.1, a Force Majeure Event shall not excuse Contractor of its obligations for performing disaster recovery services as provided in this Section. In the event that a disaster occurs and Contractor fails to restore the hosting services within 24 hours of the initial disruption to Services, City may, in its discretion, deem such actions to be a material default by Contractor incapable of cure, and City may immediately terminate this Agreement. For purposes of this Agreement, a "disaster" shall mean an interruption in the hosting services or the inability of Contractor to provide City with the SaaS Application and hosting services for any reason that could not be remedied by relocating the SaaS Application and hosting services to a different physical location outside the proximity of its primary Data Center.

30.5 Acknowledgment of Obligations. Contractor expressly acknowledges and agrees that in no circumstance will a Force Majeure Event relieve it from any of its security, disaster recovery, and/or business continuity obligations set forth in this Agreement. Additionally, obligations of indemnification under this Agreement will not be relieved, delayed, or limited due to Force Majeure Events.

Article 31 Appendices

31.1 Appendices. The following appendices are hereby attached and incorporated into this Agreement by reference as though fully set forth herein:

Appendices:

- G. Scope of Work
- H. SaaS Application & Hosting Services
- I. Calculation of Charges
- J. Service Level Obligations
- K. Disaster Recovery Plan
- L. Liquidated Damages and Credit Assessments

Article 32 MacBride And Signature

32.1 MacBride Principles -Northern Ireland. The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this Agreement. By signing this Agreement, Contractor confirms that Contractor has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day first mentioned above.

CITY	CONTRACTOR
San Francisco Municipal Transportation Agency	ParkMobile LLC
_____ Julie B. Kirschbaum Director of Transportation	_____ David Holler Vice President, Sales
Authorized By:	1075 Peachtree St NE, Suite 3100 Atlanta, GA 30309
Municipal Transportation Agency Board of Directors	
Resolution No: _____	<u>Acknowledgement of Large Vehicle Driver Safety Training Requirements:</u>
Adopted: _____	By signing this Agreement, Contractor acknowledges that it has read and understands Section 12.1: Large Vehicle Driver Safety Training Requirements.
Attest: _____ Secretary to the Board	
Approved as to Form:	City Supplier Number: 0000057663
David Chiu City Attorney	
By: _____ MISHA TSUKERMAN Deputy City Attorney	

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Appendix A

Scope of Work

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I. DEFINITIONS

- a. API: Application Programming Interface.
- b. Convenience Fee: Fee charged to Customers for use of Services.
- c. License Plate (LP): Parked vehicle's license plate.
- d. Merchant of Record (MOR): an entity authorized to process credit and debit card transactions on behalf of another business, taking on the legal and financial responsibility for each sale.
- e. MMS: Meter Management System.
- f. Mobile Parking Payment (MPP) Service or System: Mobile parking payment system and support services provided by the contracted firm that enables the public to pay for parking in metered areas under the City's jurisdiction.
- g. MSID: Multi-space paystation number (also used in place of multi-space ID, paystation ID, paystation, multi-space meter, multi-space).
- h. Parkers or Users: Members of the public who access Services under this Agreement for payment of a metered parking space.
- i. ParkMobile Zone: For PbLP this is the MSID. For PbS at a single-space meter, it is Post ID. At a multi-space paystation managing PbS, it is the MSID + Space Number that a Parker would enter though there is a unique Post ID for each space managed by a single MSID
- j. Pay by License Plate (PbLP): Parking payment that requires parkers to enter the license plate of their vehicle to start a new or extend an existing parking session.
- k. Pay-by-Space (PbS): Parking payment for a selected space only. No license plate entry is required.
- l. Post ID: unique parking meter number. A single-space meter number is equal to the Post ID. A multi-space paystation managing PbS uses an unique Post ID for each space managed by a single MSID.
- m. Short Message Service (SMS) Fee: The fee charged to Parkers to receive certain text messages to their smartphone devices.
- n. Space Number: The parking space number in the PbS environment that is managed by a MSID number.
- o. Special Event (SE): Special event rate policy where different rates, time limits or closure restrictions are assigned to a specific date/time/postID combination. Communicated to mobile parking payment vendors via Special Events API service.

- p. System Integration: Requirements listed in SOW Section IV Mobile Parking Payment System Integrations.
- q. Transaction Fee: The fee charged to the SFMTA by MPP contractor for each completed transaction that results in payment at a metered parking space.

II. MOBILE PARKING PAYMENT ADMINISTRATIVE REQUIREMENTS

a. Parker support

1. The Contractor shall provide a toll-free number for Parkers to use in San Francisco when parking at SFMTA (and other relevant jurisdictions e.g., Port, Treasure Island) between 7 am and 6 pm PST/PDT, Monday through Saturday except for official SFMTA holidays. Contractor shall route all non-MPP service-related questions to the City's 311 Call Center.
2. Upon expiration or termination of the Agreement, Contractor shall transfer the toll-free number at no additional cost to the SFMTA, or any third party as designated by the SFMTA.

b. SFMTA support

1. The Contractor shall provide a toll-free number that is available, at a minimum, between 8 am and 5 pm PST/PDT Monday through Friday, except for official SFMTA holidays.
2. The Contractor shall provide Parkers support staff that responds to designated SFMTA administrative staff within 24 hours from the time the request is received during operating hours.
3. The Contractor shall provide emergency technical support staff that responds to the SFMTA via email within 60 minutes from the time SFMTA sends a "request to assist" email during operating hours.

c. Convenience Fee

1. The Contractor MPP Service shall be capable of adding a Convenience Fee to parking charges upon SFMTA written direction only. The Convenience Fee shall be charged to new and "add time" events. The SFMTA will determine the amount of any convenience fee charged to the Parkers for MPP Service use.
2. The Contractor MPP Service shall be capable of setting a Convenience Fee per parking space or by Pay by License Plate (PbLP) zone (e.g., if SFMTA has 100 different parking zones, it should be able to set 100 different convenience fee amounts).

3. Should the Convenience Fee be adjusted by the SFMTA, the actual adjustment amount will be communicated to the Contractor in writing. The Contractor shall have three business days to implement the new fee structure from the time of receipt of notice.

d. SMS Fee

1. Contractor's MPP Service shall not charge any SMS fees unless specifically authorized in writing by the SFMTA.
2. Contractor's MPP Service may elect not to have or offer SMS notifications and use "in-app" notifications only.

e. Transaction Fee

1. The Contractor shall submit invoices of the Transaction Fees by the 15th of each month for the previous month's completed transactions.
2. The Contractor will be paid the Transaction Fee, as defined in Appendix C Calculation of Charges, per each mobile parking payment transaction.
3. There will be no adjustments to the Transaction Fee for the first two years of the Agreement.
4. The Contractor shall be granted the option to increase the Transaction Fee amount according to options defined in Appendix C Calculation of Charges.
5. Costs to be paid by Contractor shall include, but are not limited to the following:
 - a. Total costs of operation and Systems Integration, as described in Section IV Mobile Parking Payment System Integrations of this Appendix A Scope of Work.
 - b. Parking meter decals (approximately 15,000 hardware devices: 12,000 single-space meters and 3,500 paystations) with at least 500 spare decals for each contract year. (*Note: This only includes decal procurement costs, not design, which will be performed by the SFMTA*).
 - c. Overhead signage and installation materials for up to 3,500 signs during the Agreement term. (*Note: This only includes signage procurement costs, not design and installation. Signage design and installation will be performed by the SFMTA.*)
 - d. Notification when the parking transaction is initiated.
 - e. Email receipt of parking transaction.
 - f. Notification about parking session imminent expiration.
 - g. Customer support services.

- h. On-going technical support.
- i. Cost of any equipment or software to enable the operations of the Contractor's Mobile Parking Payment System.
- j. Software customization costs to fit with SFMTA naming convention of various parking attributes.
- k. Licensing costs.
- l. Software maintenance and support costs.
- m. Software upgrades and new releases.
- n. Implementation costs.
- o. Training costs.
- p. Operational manual and subsequent documentation updates.
- q. Third-party software costs and licensing.
- r. Any and all additional costs not specifically excluded from the requirements or priced separately.

f. Marketing

- 1. Upon written authorization from SFMTA, the Contractor shall conduct marketing campaigns throughout the term of the Agreement to inform Parkers about MPP Service offerings for SFMTA and other metered jurisdictions.
- 2. SFMTA may fund a portion of the marketing campaign.
- 3. The Contractor shall not perform any advertising using its smartphone applications, without written authorization from the SFMTA.

g. New User registration

- 1. The Contractor shall allow Parkers to create User account.
- 2. The Contractor shall allow Parkers to utilize their existing Apple and Google accounts instead of creating a dedicated MPP account.
- 3. The Contractor shall not request Parkers' demographic or any other non-account/payment relevant information.

h. Guest login

- 1. The Contractor shall allow for "guest login" where Parkers are allowed to perform a transaction without creating an account.

III. MOBILE PARKING PAYMENT SERVICE SPECIFICATIONS

a. Smartphone application

1. The Contractor shall offer a MPP application for both major mobile platforms (i.e., iOS and Android).
2. The Contractor shall offer a MPP application at no cost to download.
3. The Contractor shall not offer “in app” purchases in its MPP application, unless designated and approved in writing by the SFMTA.
4. The Contractor shall not post advertisements without the SFMTA’s written permission.
5. The Contractor shall offer a MPP Service that allows Parkers to begin a parking session by using a single space meter number (i.e., Post ID), a multi-space paystation number (i.e., MSID) or a pay-by-license-plate zone number (i.e., PbLP Zone).
6. The Contractor shall offer flexibility in MPP zone numbering format. The SFMTA may introduce five-digit zone numbers in the future, and Contractor shall accommodate such change at no charge to the SFMTA.
7. The Contractor shall offer a MPP Service that allows purchase of parking time for these parking modes:
 - a. Pay-by-space (PbS) managed by a single space meter number (Post ID).
 - b. PbS managed by multi-space paystation.
 - c. Contractor’s MPP application shall recognize PbS location managed by multi-space paystations and prompt the User to enter a space number
 - d. Pay-by-license-plate (PbLP) managed by multi-space paystation.
 - i. Contractor’s MPP application shall recognize PbLP location and prompt the User to enter license plate (LP) number, if the license plate is not already a part of the User profile.
 - ii. If LP is already a part of the User profile, Contractor’s MPP application shall allow the User to select the time to park after PbLP zone or MSID is entered.
8. The Contractor shall support functionality where Parker is presented a choice of parking space type (e.g., commercial vs. general meter parking). The parking space type is provided in Meter Policy API. This choice shall be offered after MPP parking zone is entered. This functionality shall be configurable to be ON or OFF depending on SFMTA’s direction.

9. The Contractor shall offer a MPP Service that allows Parkers to purchase parking time by using minutes, hours, or days consistent with corresponding time limits.
10. The Contractor shall offer a MPP Service that allows SFMTA to set a minimum increment of parking time in which Parker selects desired parking time (e.g., no less than fifteen minutes worth of parking can be purchased). This parameter shall be dynamically set from Contractor's backend based on parking space and/or zone, a collection of spaces and/or zones.
11. The Contractor shall offer a MPP Service that specifies the address of the parking location after Post ID, MSID or PbLP zone is entered.
12. The Contractor's MPP application shall offer confirmation of parking location (Post ID and address), parking expiration time, and cost (including any convenience, or other fees associated with parking transaction).
13. The Contractor's MPP application shall offer a confirmation screen that tells the Parkers the transaction has been approved, and the parking session has begun. The Contractor shall provide notification informing the Parkers if MPP parking meter visual indication is ON or OFF. SFMTA will determine exact messaging after reviewing all possible options.
14. The Contractor shall provide Parkers with the option to receive an SMS message, push notification and/or email receipt informing them that their parking session has begun.

b. Web-based solution

1. In addition to smartphone application, the Contractor shall offer the MPP Service accessible through the web interface.
2. The Contractor's web application must use a secure internet protocol (e.g., such as <https://...>).
3. Contractor's web-based application shall be available on any internet browser regardless of the operating system.
4. Contractor's web-based application functionality must match requirements listed in section II.a Mobile Parking Payment Administrative Requirements, Parkers Support of this Appendix A Scope of Work.

c. Interactive Voice Response (IVR)

1. The Contractor shall offer MPP Service accessible through IVR phone systems. See Exhibit A, IVR Script & Workflow to Appendix A.
2. Contractor's IVR system shall permit Parkers to:

- a. Initiate parking session.
- b. Extend parking session.
3. Contractor's IVR system functionality shall support the requirements listed in Section II.a Mobile Parking Payment Administrative Requirements, Parkers Support of this Appendix A Scope of Work.

d. Parking sessions

The Contractor shall offer a MPP Service that:

1. Does not allow Parkers to select parking sessions that extend beyond posted operating hours (e.g., if payment is made at 3 p.m. and operating hours end at 6 p.m., the Parker is only permitted to select up to 180 minutes (3 hours) of parking time).
 - a. Prorates the parking transaction rate accurately when the remaining operating period is less than the minimum parking time increment (e.g., if the minimum parking time increment is 15 minutes and there are only 10 minutes remaining in a parking meter's operating period, the MPP Service shall permit the Parker to select up to 10 minutes of parking and accurately prorate the rate for either new parking sessions or extensions of existing sessions).
2. Communicates all relevant parking sessions to the SFMTA meter vendor within 10 seconds of completing the transaction.
3. Communicates all relevant parking sessions to the SFMTA enforcement (backend ticket processing) vendor within 10 seconds of completing the transaction.
4. Communicates all relevant parking sessions to the SFMTA residential parking permit (RPP) vendor if different from the backend citation processing vendor within 10 seconds of completing the transaction.
5. Communicates all relevant parking sessions to the SFMTA license plate recognition vendor within 10 seconds of completing the transaction.
6. Allows Parkers to extend parking session up to the posted time limit using any available payment method (e.g., IVR, smartphone application, mobile web) regardless of which method was used to originate the first parking transaction.
7. Allows Parkers to receive a reminder via SMS or in-app notifications five minutes before the parking session expires.
8. Prohibits purchasing parking time for the same parking space within 30 minutes of the original parking session expiration time.

e. Test/maintenance transactions

The Contractor shall allow SFMTA meter maintenance staff to perform test transactions using a mobile application and web interface. Such transactions should be recorded as “Tech Credit” in the Contractor’s management system. All “Tech Credit” transactions shall be communicated via JSON real-time revenue feed, but shall not affect any of the monthly revenue totals.

f. Parking confirmation

1. The Contractor shall offer a MPP Service that provides confirmation upon successful payment via SMS, push notification or email; whichever is configured in app settings.
2. The Contractor shall offer a MPP Service that provides a payment failure notification.
3. The Contractor shall offer a MPP Service that provides confirmation and running transaction countdown until the parking session expires as part of its mobile application.

g. Service availability

The Contractor shall offer a MPP Service that is available 99.9% of the time during a given operational business day. This includes various integration points (e.g., enforcement, meter vendors, banking, LPR, SFMTA data warehouse and meter/inventory/special events API).

h. Pre-pay functionality

The Contractor shall offer a MPP Service that lets a Parker purchase parking time before operating hours begin (i.e., a prepay). If Parkers prepay, the paid time shown on the Contractor’s MPP application shall include any amount of free time between when a Parker prepaid and when the parking operation hours begin. For example, if paid operations begin at 9 a.m., and a Parker prepays for one hour at 8 a.m., Contractor’s MPP application counter shall show that the countdown for a parking session of two hours. This means that the parking session is paid through 10 a.m. (one free hour from 8 a.m. to 9 a.m., and one paid hour from 9 a.m. to 10 a.m., for a total of two hours shown on the application countdown).

i. Multiple jurisdictions support

The Contractor shall offer a MPP Service for multiple jurisdictions under SFMTA’s contract umbrella. SFMTA will manage the relationship between Contractor and all jurisdictions. SFMTA will provide programing, rules, and regulations for each jurisdiction. The Contractor shall offer the following functionality in support of each assigned jurisdiction:

1. Separate billing
2. Separate management system accounts
3. Supply a proper justification tag as part of its real-time JSON feed
4. Support different rules for each jurisdiction
5. Support different banking requirements for each jurisdiction

j. Monitoring service

The Contractor shall implement a monitoring and alerting system (aka “watchdog software”) to monitor all data transmissions to and from the SFMTA, at no cost to the SFMTA.

k. Mapping

Upon approval by the SFMTA, Contractor shall provide an interactive map function in a web-interface or within a mobile application that displays on-street pricing based on rates published via SFMTA Policy API.

1. Contractor shall provide map services with occupancy data that displays hourly occupancy changes over time as collected through LiDAR parking scanners should City utilize such technology in its fleet.
2. Contractor shall provide the type and number of parking spaces in each zone and inspects street segments to determine what restrictions apply.
3. Contractor shall provide parking data advisory services for optimizing parking ecosystems.

IV. MOBILE PARKING PAYMENT SYSTEM INTEGRATIONS

A. Development, Testing and Deployment of Integrations Upon Contract Award.

The Contractor shall develop and successfully demonstrate to SFMTA **all** System Integration points in this section IV Mobile Parking Payment System Integrations within **180 calendar days** of contract execution, immediately followed by a six-week testing period. Refer to Article 4, Section 4.3 Systems Integrations, Acceptance Testing; Document Delivery; Training. Updates that affect System Integrations during the term of the Agreement shall also be subject to a six-week testing period.

B. System Integrations, Monitoring, and Support During Contract Term.

The Contractor shall provide and support **all** System Integration points for the Agreement term, unless otherwise authorized by City under the integration light implementation (see IV.C). During the contract term, the Contractor shall constantly monitor policy, inventory, and SE API services and other System Integration points

(enforcement, meter vendor, and LPR) for availability and uptime, at no cost to the SFMTA. Such monitoring shall be done in auto mode without a reminder from the City.

C. “Integration Light” Development, Testing, and Deployment

The Contractor may request City to conduct acceptance testing and review for approval of a subset of integration requirements, referred to as an “integration light” approach, within the first six months and six weeks of the Agreement. The “integration light” approach requires successful development, testing, and deployment of the integration points **a, b, c, g, and h**, of this Appendix A Scope of Work, Section IV.D.

D. System Integrations

The Contractor shall provide and support for the Agreement term the following System Integration points:

a. Real-Time Revenue Feed (Attachment 1)

1. The Contractor shall transmit, at a minimum, 99.5% of all MPP transaction data to SFMTA’s backend systems per Attachment 1 to this Appendix A Scope of Work.
2. In case of interruption in real-time data feed to the SFMTA (regardless of where the interruption occurred), the Contractor shall be able to re-transmit failed events no later than five business days after the event.
3. The Contractor’s MPP System shall differentiate between two possible transaction event types, new session, and add-time session, where an add-time session is defined as when a Parker adds time to a parking session already in progress (i.e., a parking space is already paid, and the Parker is adding time).
4. The Contractor’s MPP System shall differentiate between payment time and parking session start time for pre-pay, new, and add-time transactions.

b. Meter inventory and policy API (Attachment 2)

1. The Contractor shall develop an integration point with the SFMTA’s meter inventory and policy API.
2. The Contractor shall use payload received from the SFMTA’s meter inventory and policy API to program all its parking locations/zones under this agreement without exception.
3. The Contractor shall develop an automated interface to receive updates via the SFMTA’s meter inventory and policy API on daily basis via schedule and upon request from the SFMTA in case of urgent updates.

c. Special events API (Attachment 3)

1. The Contractor shall develop an integration point with the SFMTA's special events API.
2. The Contractor shall use payload received from the SFMTA's special events API to program all its parking locations/zones under this agreement without exception.
3. The Contractor shall develop an automated interface to receive updates via the SFMTA's special events API on daily basis via schedule and upon request from the SFMTA in case of urgent updates.

d. Weekly revenue reconciliation (Attachment 4)

The purpose of this reconciliation summary file is to compare the revenue data totals in Contractor's database with SFMTA's database where revenue was received by real time feed.

1. The Contractor shall submit weekly revenue summary (Sunday to Sunday) to SFMTA on Monday of each week.
2. The Contractor shall do so for Jurisdiction under the agreement.

e. Enforcement integration

The Contractor's MPP System shall integrate with SFMTA's citation processing vendor (Trellint, formerly Conduent). This integration shall include providing the list of paid space numbers (Post IDs) along with license plate numbers (when applicable) and session duration. The Contractor's Mobile payment system shall communicate "paid" space and license plate status on individual space (e.g., post id 419-02070) and block-face levels (e.g., even side of 11th Street 500 block or odd side of Geary 4400 block).

If the SFMTA changes the citation processing vendor during the term of the Agreement, the Contractor shall integrate with new provider, at no cost to the SFMTA, within 120 calendar days from the written request.

f. License plate recognition technology supplier (LPR) integration

The Contractor's MPP System shall integrate with SFMTA's License Plate Recognition (LPR) technology provider (currently Genetec). If the SFMTA changes the LPR vendor during the term of the agreement, the Contractor shall integrate with the new provider at no cost to the SFMTA within 120 calendar days from the written request.

g. Banking integration

The Contractor's MPP System shall integrate with SFMTA's credit card processing vendor (Euna – formerly CityBase). If the SFMTA changes credit card processing vendor during the term of the agreement, the Contractor shall integrate with the new provider at no cost to the SFMTA within 120 calendar days from the written request.

h. Parking meters – visual integration (Attachment 5)

The Contractor’s MPP System shall integrate with SFMTA’s parking meter vendor to allow “visual indication” of MPP transactions for both PbS and PbLP payment methods. If the SFMTA changes or adds a new meter vendor during the term of the agreement, The Contractor shall integrate with the new provider, at no cost to the SFMTA, within 120 calendar days from the written request.

V. MOBILE PARKING PAYMENT PROGRAMMING

The Contractor shall offer a MPP System that adheres to the following programming rules and behaviors.

a. General programming provisions

1. The Contractor shall utilize SFMTA’s API services for rate/policies engine programming, without exception, for example:
 - a. A policy change is being made within SFMTA’s data warehouse.
 - b. Appropriate SFMTA’s API end point is updated.
 - c. Contractor queries SFMTA’s API.
 - d. Contractor validates and propagates the changes.
 - e. Contractor sends confirmation to SFMTA’s API that changes have been applied.

All programming modes shall support the concept of an effective date or a deferred schedule of rates, operating hours, time limits, and other schedule attributes.

2. When programming using API services, the Contractor shall provide an acknowledgement of inventory, policy and SE configuration changes were successfully applied in rate/policy engine (i.e., API web service “APPLIED” message to SFMTA’s data warehouse, corresponding to each affected space).
3. All programming modes shall include an audit trail listing all configuration changes, and download (if available) timestamps.
4. Programming audit report shall include but is not limited to the following:
 - a. Person/entity (i.e., API, User) responsible for changes.
 - b. Rate and behavioral profile changes (i.e., previous version and current version).
 - c. Effective date of change.
5. All programming modes shall result in the following exception lists. Exception lists shall be available via email and as a report in MMS.

- a. Changes received but not applied.
 - b. Changes applied but not downloaded.
6. All programming modes shall support editing and cancellation of the Special Events policy.
 7. The Contractor must program all meter holidays (i.e., free parking days) during the Agreement term. The current meter holidays are: New Year's Day, Thanksgiving and Christmas. The SFMTA can program different meter holiday schedules depending on Jurisdiction parameter.
 8. All programming modes shall support deployment of new rates and policies within 12 hours of their availability in the SFMTA's APIs.
 9. All mission critical programming errors including but not limited to rate, time limit, hours of operations, special events, SMS fee, Convenience Fee shall be remedied within 24 hours from report by the SFMTA.
 10. The Contractor shall be able to close multiple parking locations after direction from the SFMTA. The list of locations to "be closed" will be provided via excel or csv. The Contractor shall comply with the request within five business days.
 11. Programming via MMS shall not involve any specific software (i.e., Java or other special plugins) and shall be performed using W3-C Browsers.
 12. The Contractor shall offer MPP Service that accepts programming in two different modes:
 - a. API: Inventory, Policy, and Special Event policies.
 - b. Manual: programming via MMS. Some Jurisdiction (e.g., San Francisco Recreation and Parks) may not adhere to SFMTA's programming regulations and may need to be programmed separately by using Contractor's MMS and not API service.

b. Programming rules

1. FREE – no rate is assigned, does not accept any payment, "Free Parking" message is displayed within the app when valid PbS space/PbLP zone are selected.
2. PREPAY – application accepts payment before the beginning of the operating hours, according to scheduled daily rates.
3. RATE – application accepts payment and credits time based on programmed rate for specified hours of the day.

4. TOW – application does not accept payment, “TOW Away” message is displayed within the app.
5. NO PARKING – application does not accept payment, “No Parking” message is displayed within the app.
6. TIME LIMIT – application must confirm with time limits assigned to each parking space and zone so that the amount of time a parker can purchase is restricted by time limit rules. Parkers with the same account number cannot purchase parking within 30 minutes of original session expiration time assuming time limit was reached.

c. Programming validation

1. Prepay can only precede time rule type RATE (e.g., should the operation schedule begin with TOW, there could not be a PREPAY).
2. Time periods programmed with the behaviors FREE, PREPAY, RATE, and TOW must be mutually exclusive (i.e., no period of the day can have two of these rules assigned at the same period).
3. Time periods programmed for FREE or TOW may not have TIME LIMIT assigned.
4. TIME LIMIT is programmed independently from RATE and may or may not coincide with RATE buckets (i.e., for RATE bucket 12noon - 3pm, 12noon – 1pm TL = 30 min and from 1pm – 3pm TL = 120 min).
5. MPP application shall never allow a parker to purchase parking time more than the following:
 - a. The total number of Operating Hours for the day (i.e., if a parking space operates from 9am to 6pm, the maximum number of hours a parker can purchase is 9, if the selected space has no time limit).
 - b. The total number of hours left in the operating hours at the time the parker conducts the transaction.
 - c. The maximum number of continuous operating hours from the time of payment until the TOW period begins.
 - d. The Time Limit programmed.
6. SFMTA configuration uses “1440” value as “no Time Limit” designation. This means that the parker may purchase parking time up to the end of the operating hours. For example, if the meter operating hours are between 9am and 6pm, and the assigned Time Limit is 1440, parkers may purchase up to 540 minutes of

parking even though the Time Limit is 1440. The Time Limit is always constrained by the Operating Hours or other SE override.

7. Operating hours shall serve as an ultimate boundary for any normal programming rules (i.e., should RATE exist outside of the operating hours; it shall not be applied beyond the end of the operating hours. However, special events rules can be applied outside of the operating hours.
8. Cap Color/Space Type designated as WHITE and/or ORANGE is identical in its behavior to TOW AWAY.
9. The Contractor's MPP application shall allow purchasing parking time past midnight (should it be configured for 24-hrs operations).

d. Special event (SE) programming

1. The Contractor shall offer MPP Service that accommodates three different SE types that override the policies for that space/time/date bucket as defined by a SE calendar:
 - a. Rates
 - b. Time Limits
 - c. Closures– restricts parking and results in No Parking message
2. SE programming may never override the regular TOW schedule.
3. The Contractor shall offer MPP Service that supports multiple SE overrides during any 24-hour period. The SE override may include multiple SE overrides for the same period, eg., a Rate and Time Limit override for 3-6pm on a particular Sunday.
4. SE overrides may change the operating hours of a meter. For example, a meter may have free parking on Sundays during regular operations, except for when there are SE overrides for a particular Sunday.

VI. MOBILE PARKING PAYMENT MANAGEMENT SYSTEM (MS)

a. General management system provisions

1. Contractor's MS shall contain, at a minimum, the following general modules:
 - a. System Administration
 - b. Revenue Reports
 - c. Management of User Permissions and Alarms

2. Contractor's MS shall support a minimum of three different User groups (administration, accounting, reporting).
3. Contractor's MS shall allow the SFMTA to manage Users and permissions directly, without having to go through the Contractor staff to add Users or create or modify User permissions.

b. Reporting module

The Contractor's MS, at a minimum, shall have the following functionalities and reports:

1. MPP MS shall allow for ad hoc revenue reporting based but not limited to the following search parameters:
 - Date and date range
 - Post ID (single space meter #)
 - Paystation ID (multi-space paystation #)
 - PbLP zone #
 - License plate
 - Street and Block
 - Combination of Streets and Blocks
 - Street
 - Combination of Streets
 - Collection Route
 - Collection Sub-route
 - Parking Meter Maintenance (PMR) routes
 - Combination of either collection routes, subroutes, PMR routes
 - Enforcement Beats
 - Combination of Enforcement Beats

Filter on:

- Date and date range
- PbLP zone #
- Supplier Name

- Fields including:

- PbLP zone #
- License plate
- License Plate State
- Zone Description
- Station (Can be used for custom info per zone)
- Department Location (Can be used for custom info per zone)
- Parking Action ID
- Order ID
- Payment ID

- Client ID
 - Customer Phone
 - Email
 - Time Zone
 - Start Parking on Local Time
 - Stop Parking on Local Time
 - Duration
 - Paid Minutes
 - Insert Time
 - Payment Time
 - Approved
 - Payment Method
 - Payment Amount
 - Parking Amount
 - Parking Amount Vat Amount
 - Transaction Fee
 - Transaction Fee Vat Amount
 - Is Extension (Yes / No)
 - Card Number
 - Zip Code
 - Space Number
 - Parkmobile Parking Discount
 - Parkmobile Transaction Fee Discount
 - Client Parking Discount
 - Client Transaction Fee Discount
 - Clearing Date
2. Contractor shall provide a Reporting API as an alternative to the standard reports in the Contractor's MS. The City may call the default fields and/or additional fields as listed in Exhibit B MPP Management System Reporting API Parameters and Fields Table. When retrieving the data the City can map the fields to known field names within the City database. The Contractor reporting API provides data not be older than 14 months from request date.
 3. The Contractor's MS reporting module shall have parking history by Last 4 digits of credit card # and date/date range - provides the parking history based on the last 4 digits of a credit card.
 4. The Contractor's MS reporting module shall have a report detailing SMS messages sent by data range should SMS messages be offered as a chargeable feature upon request by City.

5. The Contractor's MS reporting module shall have a daily deposit report - the total revenue amount deposited each day.
6. The Contractor's MS reporting module shall have an individual transaction report that provides the detailed breakdown of each transaction within a date range.
7. The Contractor's MS reporting module shall have the date range report with the summary of Parking, Transactions, and Convenience Fees for any given parking location or a selection of multiple parking locations.
8. The Contractor's MS reporting module shall have a transaction detail report – lists the transaction ID and transaction date, transaction start time, transaction end time, the amount paid, the payment type, the time purchased. Should the payment be made during prepayment hours, the time purchased shall include only the time starting at the beginning of operating hours for which payment is required.
9. The Contractor's MS reporting module shall report on various exception cases within any specified time. Such cases, shall include but not be limited to the following:
 - a. Failed payment attempts (for smart phone, mobile application or IVR)
 - b. Service outages for smart phone application, mobile application, and IVR
 - c. Gateway outages
 - d. Inventory, Policy and Special Event updates failures
 - e. Smart phone application updates failures
10. The Contractor's MS reporting module shall have the report called "Monthly Transaction Billing". This report should reflect accurate jurisdiction (e.g., SFMTA, Port, Treasure Island, Off-street) billing information. This report shall be included in monthly invoices. SFMTA shall run this report for either single or multiple months.
11. The Contractor's MS shall have a monthly summary statistics report that can be run for either single or multiple months. This report should include the total number of successful monthly transactions, total revenue (separate by jurisdiction), total convenience fee (if applicable), total transaction and SMS (if applicable) fees. Average transaction size, average # of transactions per day, and average # of transactions per week.

VII. OPTIONAL SERVICES

Subject to availability and upon approval by City, Contractor shall provide, as part of its service, the following services:

a. **Wallet**

A MPP wallet when parking at SFMTA (and other relevant jurisdictions e.g., Port, Treasure Island) and using Contractor's MPP Service. This optional service requires Contractor to provide MOR Services.

b. **Cash/Check Payment**

1. Parkers an ability to pay via cash or check when using Contractor's MPP Service to park in City.
2. Contractor shall describe cash/check payment functionality when offered.

c. **Merchant of Record (MOR)**

MOR services to City. Contractor shall describe MOR service when offered.

d. **Corporate Account**

1. Corporate account setup for business and organizations that wish to utilize mobile payment options for its employees. Features shall include parking location and parking expense summaries for all vehicles within a corporate account.
2. Consolidated billing and parking transaction records for all vehicles in the corporate account.
3. Corporate payment methods for corporate accounts.

e. **Credit Card Aggregation**

Credit card aggregation shall allow SFMTA to utilize merchant fees savings by combining transactions from the same credit card under the same authorization over a period of a designated number of days.

f. **Audience Rates**

Services to enable rates and policies for an audience of eligible parkers. Eligible parker rate(s) and transaction fee(s) shall be configurable alongside the rates and policies for non-eligible parkers. Contractor shall ingest a CSV file via SFTP file transfer (or other method and file format as requested by City) every hour of an audience list of email addresses and/or license plates, or at other frequency or for other identifier as requested by City. Eligible parkers shall not need to self-select an eligible rate. All eligible parking transactions shall have all software integrations as non-eligible parking

transactions. Contractor shall provide a report, upon request by City, to audit active eligible parker email addresses and license plate numbers. File of eligible parker credentials shall include columns for Credential (an email address or license plate number), Eligibility Type (Audience name), IsDeleted (to delete from the eligible list, send "Y" for IsDeleted). Updates to the eligibility list are processed hourly, and deletions are processed prior to additions to the list. Refer to Exhibit C.

g. Discount Codes

Services to apply a discount to parking transactions based on pre-configurable dollar reduction or percentage-off of the parking amount or the transaction fee. Contractor shall provide configured discount codes to City in a list form. The City is solely responsible distribution and tracking of the discount codes.

h. Off-Street services

1. **Gated Equipment Integrations** with gated parking equipment that allows parkers to pay for parking, lift the gate, and exit the garage or lot.
 - a. **Payment option** for pay on foot and exit lane payments via a mobile app.
 - b. **Camera Park integrations** with camera-based parking access and revenue control systems at garage or lot entry and exit points to automatically start and end parking sessions. Upon exit, the integration calculates the duration of the stay and communicates the amount to charge.
 - c. **Reservations** to allow parkers to find and reserve parking ahead of time in area garages and lots, not applicable for on-street parking. Available for daily parking or events, with branded or white label reservations website that also has parking policy management capability. Contractor to provide details when and if service is offered.
- i. **Parking policy management web portal** to manage rates and policies in real-time, including functionality to apply rate changes, test rates and push. Shall support rate structures with multiple rates in effect at different times and days of the week, in addition to special event rates.
- j. **EV Charging Station Integration** that allows parkers to start, stop, or extend charging sessions at compatible charging ports, whether combined with parking or as a standalone service.
- k. **Reporting API** that integrates cleared transaction details for a desired date range into reporting systems.
- l. **Web-client** that shows all active Contractor parking sessions in real-time.

m. Additional Features and Enhancements

Upon City's written request, Contractor shall provide proposals for additional features and enhancements requests and shall execute upon written approval from City per a mutually agreed upon development and deployment schedule.

Appendix B

SaaS Application & Hosting Services

- I. Description of the SaaS Application and Hosted Services
- II. SaaS Data Centers
- III. SaaS Maintenance Services.
- IV. City Responsibilities
- V. Technical Support & Training

VI. Description of the SaaS Application and Hosted Services: “SaaS Application and Hosted Services” include the following services:

E. Software: Use of Contractor’s Software operating on hosted equipment located at Contractor’s facility and/or any Data Center as further outlined under Section II SaaS Data Centers of this Appendix B.

F. Third-Party Software:

3. Providing certain third-party software required to operate the SaaS Software, and other bundled third-party software packages required to support the operation of the SaaS Software.

4. Inclusion of regular Software and Contractor-supplied third-party software updates, patches and fixes as scheduled by Contractor.

G. Remote Software: Contractor shall provide access to and use of a remote software tool for City management of Authorized Users, access rights and other similar role-based controls as they pertain to the SaaS Services. Method will be published through Contractor portal and be made available to Authorized Users with elevated privileges.

H. Back-Up of City Data:

4. Contractor shall provide up to 36 months of on-line hourly data retention for SaaS Software operation and functionality.

5. Contractor shall conduct incremental City Data backups at a minimum daily to an off-site location other than the primary hosting center.

6. Contractor shall conduct weekly, off-site backups with a duration that matches the agreed-upon backup schedule and retention to a location other than the primary hosting center. Off-site backups to include previous eight weeks.

E. SaaS Environments: The SaaS Application and Hosted Services shall be hosted in a certified and secure Tier-3 data hosting center.

3. A single Back-up Environment available as needed to serve as the backup or “failover” environment for the SaaS and Hosted Services

4. A single test environment available to the City and Contractor for the evaluation and eventual promotion of SaaS Software updates, patches, fixes or otherwise deemed tests. Test Environment shall perform at 50% or better of production environment.

I. Reporting: Contractor shall provide electronic notification within two hours of discovery and subsequent monthly reporting of any incidents or breaches that had occurred within the environment or to the hosted application. In the event of a breach, Contractor shall follow the procedures set forth in Section 13.1.5 of the Agreement.

J. Availability of SaaS Services: Contractor (or its Hosting Service contractor) shall host the **SaaS Services** on computers owned or controlled by Contractor (or its contractor) and shall provide the City with access to a test environment with SaaS Application via Internet-access to use according to the terms herein.

6. Hosted System Uptime: Other than Scheduled SaaS Maintenance Services as outlined in Section III, emergency maintenance described below, Force Majeure as described in the Agreement and lack of Internet availability as described below, Contractor shall provide uptime to the SaaS Application and Hosted Service to achieve a 99.9% Service Level Availability.

7. Scheduled SaaS Maintenance

C. Contractor shall conduct Scheduled SaaS Maintenance during the following hours: Saturdays between 12 AM (Pacific Time) and 8 AM (Pacific Time), with the same exclusions noted in subsection 1, above.

D. Scheduled SaaS Maintenance shall not exceed an average of four hours per month over a 12-month period except for major scheduled upgrades.

8. Unscheduled SaaS Maintenance. Contractor shall use commercially reasonable efforts to prevent more than one hour of continuous down time during Business Hours in any month for which unscheduled SaaS maintenance is required

9. Emergency Maintenance. If Force Majeure Events or emergencies arise or continue, Contractor shall be entitled to take any actions that Contractor, in good faith, determines is necessary or advisable to prevent, remedy, mitigate, or otherwise address actual or potential harm, interruption, loss, threat, security or like concern to any of the SaaS systems or the SaaS Software. Such emergency maintenance may include, but is not limited to: analysis, testing, repair, maintenance, re-setting and other servicing of the hardware, cabling, networks, software and other devices, materials and systems through which access to and/or use of the SaaS Software by City is made available. Contractor shall endeavor to provide advance written notice of such emergency maintenance to City as soon as is reasonably possible.

10. Notice of Unavailability: In the event there will be more than 30 minutes down time of any SaaS or Hosted Service components for any reason, including, but not limited to Scheduled SaaS Maintenance or emergency maintenance, Contractor shall provide notice to users by posting a web page that indicates that the site is temporarily unavailable and to please

come back later. Contractor shall also provide advanced e-mail notice to itsupport@sfmta.com which will include at least a brief description of the reason for the down time and an estimate of the time when City can expect the site to be up and available.

K. Changes in Functionality. During the term of this Agreement, Contractor shall not materially reduce or eliminate functionality in SaaS Services. Where Contractor has materially reduced or eliminated functionality in SaaS Services, City, in its sole election, shall: (i) have, in addition to any other rights and remedies under this Agreement or at law, the right to immediately terminate this Agreement and be entitled to a return of any prepaid fees; or, (ii) determine the value of the reduced or eliminated functionality and Contractor shall immediately adjust the Services fees accordingly on a prospective basis. Where Contractor increases functionality in the SaaS Services, such functionality shall be provided to City without any increase in the Services fees.

VII. SaaS Data Centers

G. Control: The method and means of providing the Services shall be under the exclusive control, management, and supervision of Contractor, giving due consideration to the requests of City. Contractor, or any previously approved subcontractor, shall provide the Services (including data storage) on Data Centers solely from within the United States.

H. Data Center Standards.

Contractor's Data Centers shall have fully redundant and diverse network paths to City endpoints. Data Centers shall be located in geographically different seismic zones characterized by the lowest predicted chance of damage as defined by the US Geological Survey Earthquake Hazards Program.

Environmental systems must monitor/detect temperature, humidity, fluid leaks, fire/smoke/particulate and have accompanying suppression systems. Fire suppression systems should be dry pipe. Power should be fully conditioned to avoid spikes and other aberrations that can damage equipment. Temporary power units, such as generators, must be in place to support SaaS Services in the event of a power outage for up to three Days, and fuel replenishment contracts must be in place to keep temporary power operational for longer periods.

I. Location: The location of the approved Data Centers that will be used to host the SaaS Application are as follows:

Primary Tier 3 data center:

Amazon Web Services (AWS) US East Regions

Back-up Tier 2 data center:

Amazon Web Services (AWS) US East Regions

J. Replacement Hosted Provider: In the event Contractor changes the foregoing Hosted Provider, Contractor shall provide City with prior written notice of said change and disclose the name and location of the replacement Hosted Provider. The replacement Hosted

Provider shall be a reputable Hosted Provider comparable to Contractor's current Hosted Provider, and said replacement Hosted Provider shall be located within the United States. The replacement Hosted Provider shall perform a SSAE 18, SOC 1 and/or SOC 2, Type 2 Report Audit Report at least annually, in accordance with Section 13.3 of this Agreement.

K. Notice of Change: If the location of the Data Center used to host the SaaS Application is changed, Contractor shall provide City with written notice of said change at least 60 Days prior to any such change taking place. Contractor shall disclose the address of the new facility, which shall be within the United States. The Data Centers referenced above are subcontractors that must be approved by City.

L. Subcontractors. Contractor shall not enter into any subcontracts for the performance of the Services, or assign or transfer any of its rights or obligations under this Agreement, without City's prior written consent and any attempt to do so shall be void and without further effect and shall be a material breach of this Agreement. Contractor's use of subcontractors shall not relieve Contractor of any of its duties or obligations under this Agreement.

VIII. SaaS Maintenance Services.

F. The SaaS Software maintained under this Agreement shall be the SaaS Software set forth in Appendix A to this Agreement.

G. The following SaaS Maintenance Services are included as part of this Agreement:

3. Contractor Software Version Upgrades, Software Revisions and Patches. Contractor shall provide and implement all SaaS Software Version upgrades, SaaS Software Revisions and SaaS Software Patches to ensure: (a) that the functionality of the SaaS Software and Services, as described in the Documentation, is available to Authorized Users; (b) that the functionality of the SaaS Software and Services is in accordance with the representations and warranties set forth herein, including but not limited to, the SaaS Software and Services conforming in all material respects to the specifications, functions, descriptions, standards, and criteria set forth in the Documentation; (c) that the Service Level Standards can be achieved; and (d) that the SaaS Software Services work with the non-hosted browser version.

xi. **Planning:** Contractor must assist the City with the planning and logistics of major upgrades and updates. Regular upgrades and updates for the maintenance of the system will occur without notice. Contractor will work with the City using all commercially reasonable efforts (i) to notify the City of the major upgrade or updates; (ii) to minimize any disruptions in the Service; and (ii) to provide any other commercially reasonable assistance.

xii. **Reserved. (Technical Assistance)**

- xiii. **Deployment:** Deployment of these revisions will be mutually agreed upon between Contractor and City.
- xiv. **Reserved. (Software Releases)**
- xv. **Reserved. (Testing)**
- xvi. **Reserved. (Severity 1 and Severity 2 Incident Correction)**
- xvii. **Reserved. (Testing Suspension)**
- xviii. **Reserved. (Software Promotion)**
- xix. **Reserved. (Documentation)**
- xx. **Training.** Contractor must provide standard training using Contractor's upgrade tools and provide ongoing knowledge transfer to the City.

4. Third-Party Software Revisions. At its election, Contractor will provide periodic software revisions of Third-Party Software with the SaaS Software without further charge provided the following conditions are met: (i) the Third-Party Software revision corrects a malfunction or significant publicly disclosed security threat in the Third-Party Software that affects the operation or ability to provide secure use of the SaaS Software; (ii) the Third-Party Software Revision has, in the opinion of Contractor, corrected malfunctions or a significant security threat identified in Contractor's Technology System and has not created any additional malfunctions; and (iii) the Third-Party Software revision is available to Contractor. City is responsible for obtaining and installing or requesting installation of the Third-Party Software revision if the Third-Party Software was not licensed to City by or through Contractor. Contractor Software revisions provided by Contractor are specifically limited to the Third-Party Software identified and set forth in Appendix B to this Agreement.

H. Response to SaaS Issues. Contractor shall provide verbal or written responses to SaaS Issues identified by City in an expeditious manner. Such responses shall be provided in accordance with the Target Response Times defined under Section V Technical Support.

I. Reserved (SaaS Software Maintenance Acceptance Period).

J. Reserved (SaaS Hardware).

IX. City Responsibilities

E. City shall provide Contractor with timely notification of any SaaS Issues or SaaS Software Errors by either of these methods:

4. Contacting Contractor's Customer Support at (877) 727-5457.

5. By entering the problem on Contractor’s Service Portal. Notifications can be submitted through the City Portal. This is the preferred method by which to contact Contractor.

6. If City cannot readily access Contractor’s portal, City may contact Contractor at the “877” number listed above.

F. Support for Problem Investigation. City shall support all reasonable requests by Contractor as may be required in problem investigation and resolution.

G. SaaS Incident Manager: Designation of Point of Contact. City shall assign an individual or individuals to serve as the designated contact(s) for all communication with Contractor during SaaS Issue investigation and resolution.

H. Discovery of SaaS Software Errors. Upon discovery of a SaaS Software Error, City agrees, if requested by Contractor, to submit to Contractor a listing of output and any other data that Contractor may require in order to reproduce the SaaS Software Error and the operating conditions under which the SaaS Software Error occurred or was discovered.

X. 24X7 Technical Support:

B. 24x7 Technical Support: Authorized Users will make Technical Support requests 24/7 by calling or submitting a request via Contractor’s service desk web portal. The Technical Support staff shall assign to the request the Incident Severity Level indicated by the City. Severity Level 1 and 2 Incidents will be addressed 24/7/365. Severity Level 3 and 4 Incidents will be addressed during Business Hours.

Incident Severity Level	Target Response Time
<p>Severity Level 1: Requires immediate attention– Critical production functionality is not available or a large number of users cannot access the SaaS Application. Causes a major business impact where service is lost or degraded and no workaround is available, preventing operation of the business.</p>	<p>Request Response Time: 15 minutes.</p> <p>Request Resolution Time Target: < 2 hours.</p> <p>Maximum Permitted Request Resolution Time: < 12 hours</p>
<p>Severity Level 2: Requires priority attention - Some important production functionality is not available, or a small number of users cannot access the system. Causes significant business impact where service is lost or degraded and no workaround is available; however, the business can continue to operate in a limited fashion.</p>	<p>Request Response Time: 30 minutes</p> <p>Request Resolution Time Target: < 4 hours</p> <p>Maximum Permitted Request Resolution Time: < 48 hours</p>

Incident Severity Level	Target Response Time
<p>Severity Level 3: Requires attention –There is a problem or inconvenience. Causes a business impact where there is minimal loss of service and a workaround is available such that the system can continue to operate fully and users are able to continue business operations.</p>	<p>Request Response Time: 1 hr.</p> <p>Request Resolution Time Target: < 8 hours</p> <p>Maximum Permitted Request Resolution Time: < 96 hours</p>
<p>Severity Level 4: There is a problem or issue with no loss of service and no business impact.</p>	<p>Request Response Time: 4 hr.</p> <p>Request Resolution Time Target: < 96 hours</p> <p>Maximum Permitted Request Resolution Time: < 7 Days</p>

3. SERVICE CREDIT ESCALATION

In the event of a Severity Level 1 issue that is not resolved sufficiently quickly as determined in the City’s sole discretion, City may escalate the problem to Contractor's Chief Technology Officer.

4. ROOT CAUSE ANALYSIS

Following the resolution of a Severity Level 1 OR Level 2 incident, Contractor will discuss with City the cause of the failure, the actions Contractor took to resolve the failure, a timeline of the event and the actions Contractor plans to take to prevent such failure from recurring, and, if requested, Contractor will provide City a written summary of such discussion. Contractor will, on request, provide detailed documentation of the root cause analysis and preventative actions taken or planned with clear dates for completion of the action(s).

**Appendix C
Calculation of Charges**

Contract year	MAIN TERM				EXTENSION		TOTAL
	1	2	3	4	5	6	
Transactions volume	3,000,000	3,125,000	3,300,000	3,450,000	3,625,000	3,800,000	20,300,000
Transaction fee	\$1,050,000	\$1,093,750	\$1,221,000	\$1,276,500	\$1,413,750	\$1,482,000	\$7,537,000
Marketing*	\$100,000	\$100,000	\$100,000	\$100,000	\$150,000	\$150,000	\$700,000
Signage*	\$12,500	\$12,500	\$12,500	\$12,500	\$12,500	\$12,500	\$75,000
Development*	\$0	\$25,000	\$0	\$25,000	\$0	\$0	\$50,000
Tax	\$1,031	\$1,031	\$1,031	\$1,031	\$1,031	\$1,031	\$6,188
Freight	\$250	\$250	\$250	\$250	\$250	\$250	\$1,500
Total	\$1,163,781	\$1,232,531	\$1,334,781	\$1,415,281	\$1,577,531	\$1,645,781	\$8,369,688

**These items are budgetary allocations and are completely voluntary. Each year, voluntary expenditure will be determined based on SFMTA Fiscal Year operational budget constraints.*

Transaction Tee Table:

Contract year	1 and 2	3 and 4	5 and 6
Transaction fee	\$0.35 **	\$0.35	\$0.37
Increase amount	\$0	\$0.02	\$0.02
Final fee amount	\$0.35	\$0.37	\$0.39

*****The transaction fee will be offset by a \$0.35 Convenience Fee charged to the Customer. Any adjustments to the Convenience Fee are subject to Transportation Code modifications and SFMTA Board approval.***

Appendix D Service Level Obligations

F. Time is of the Essence. For the term of this Agreement, Contractor shall provide SaaS Services, Force Majeure events excepted, during the applicable Service Windows and in accordance with the applicable Service Levels as described herein, time being of the essence.

G. Service Levels.

4. Availability Service Level:

c. Definitions:

iv. Actual Uptime: The total minutes in the reporting month that the Services were actually available to Authorized Users for normal use.

v. Scheduled Downtime: The total minutes in the reporting month during which Scheduled SaaS Maintenance was performed.

vi. Scheduled Uptime: The total minutes in the reporting month less the total minutes represented by the Scheduled Downtime.

d. Service Level Standard. Services shall be available to Authorized Users for normal use 100% of the Scheduled Uptime.

iii. Calculation: $(\text{Actual Uptime} / \text{Scheduled Uptime}) * 100 =$ Percentage Uptime (as calculated by rounding to the second decimal point)

iv. Performance Credit.

(c) Where Percentage Uptime is greater than 99.9%: No Performance Credit will be due to City.

(d) Where Percentage Uptime is equal to or less than 99.9%: City shall be due a Performance Credit in the amount of 20% of the Services Fees (as calculated on a monthly basis for the reporting month) for each full 1% reduction in Percentage Uptime.

5. Response Time Service Level.

c. Definition(s).

iv. Response Time: The interval of time from when an Authorized User requests, via the Services, a Transaction to when visual confirmation of Transaction completion is received by the Authorized User. For example, Response Time includes the period of time representing the point at which an Authorized User enters and submits data to the Services and the Services display a message to the Authorized User that the data has been saved.

v. Total Transactions: The total of Transactions occurring in the reporting month.

vi. Transaction(s): Services web page loads, Services web page displays, and Authorized User Services requests.

d. Service Level Standard. Transactions shall have a Response Time of two seconds or less 99.9% of the time each reporting month during the periods for which the Services are available.

iii. Calculation. $((\text{Total Transactions} - \text{Total Transactions failing Standard}) / \text{Total Transactions}) * 100 = \text{Percentage Response Time}$ (as calculated by rounding to the second decimal point).

iv. Performance Credit.

(c) Where Percentage Response Time is greater than 99.9%: No Performance Credit will be due to City.

(d) Where Percentage Response Time is equal to or less than 99%: City shall be due a Performance Credit in the amount of 20% of the Services Fees (as calculated on a monthly basis for the reporting month) for each full 1% reduction in Percentage Response Time.

6. Technical Support Problem Response Service Level.

c. Definition.

ii. Total Problems: The total number of problems occurring in the reporting month.

d. Service Level Standard. Problems shall be confirmed as received by Contractor 100% of the time each reporting month, in accordance with the Request Response Time associated with the SaaS Severity Level.

iii. Calculation. $((\text{Total Problems} - \text{Total Problems failing Standard}) / \text{Total Problems}) * 100 = \text{Percentage Problem Response}$ (as calculated by rounding to the second decimal point). Note: This Calculation must be completed for each SaaS Severity Level.

iv. Performance Credit.

(c) SaaS Severity Level 1 – 2.

(1) Where Percentage Problem Response is greater than 99.9%: No Performance Credit will be due to City.

(2) Where Percentage Problem Response is equal to or less than 99%: City shall be due a Performance Credit in the amount of 20% of the Services Fees (as calculated on a monthly basis for the reporting month) for each full 1% reduction in Percentage Problem Response.

(d) SaaS Severity Level 3 – 4.

(3) Where Percentage Problem Response is greater than 99.9%: No Performance Credit will be due to City.

(4) Where Percentage Problem Response is equal to or less than 99%: City shall be due a Performance Credit in the amount of 20% of the Services

Fees (as calculated on a monthly basis for the reporting month) for each full 1% reduction in Percentage Problem Response.

H. Service Level Reporting. On a monthly basis, in arrears and no later than the 15th day of the subsequent month following the reporting month, Contractor shall provide reports to City describing the performance of the SaaS Services and of Contractor as compared to the service level standards described herein. The reports shall be in a form agreed-to by City, and, in no case, contain no less than the following information: (a) actual performance compared to the Service Level Standard; (b) the cause or basis for not meeting the service level standards described herein; (c) the specific remedial actions Contractor has undertaken or will undertake to ensure that the service level standards described herein will be subsequently achieved; and, (d) any Performance Credit due to City. Contractor and City will meet as often as shall be reasonably requested by City, but no less than monthly, to review the performance of Contractor as it relates to the service level standards described herein. Where Contractor fails to provide a report for a service level standard described herein in the applicable timeframe, the service level standard shall be deemed to be completely failed for the purposes of calculating a Performance Credit. Contractor shall, without charge, make City's historical service level standard reports to City upon request.

I. Failure to Meet Service Level Standards. In the event Contractor does not meet a service level standard described herein, Contractor shall: (a) owe to City any applicable Performance Credit, as liquidated damages and not as a penalty; and, (b) use its best efforts to ensure that any unmet service level standard described herein is subsequently met. Notwithstanding the foregoing, Contractor will use its best efforts to minimize the impact or duration of any outage, interruption, or degradation of Service. In no case shall City be required to notify Contractor that a Performance Credit is due as a condition of payment of the same.

J. Termination for Material and Repeated Failures. City shall have, in addition to any other rights and remedies under this Agreement or at law, the right to immediately terminate this Agreement and be entitled to a return of any prepaid fees where Contractor fails to meet any service level standards described herein: (a) to such an extent that the City's ability, as solely determined by City, to use the SaaS Services is materially disrupted, Force Majeure events excepted; or, (b) for four months out of any 12-month period.

F. Audit of Service Levels. No more than quarterly, City shall have the right to audit Contractor's books, records, and measurement and auditing tools to verify service level obligations achievement and to determine correct payment of any Performance Credit. Where it is determined that any Performance Credit was due to City but not paid, Contractor shall immediately owe to City the applicable Performance Credit.

Appendix E

Disaster Recovery Plan

Contractor shall maintain a high availability configuration in the primary data center, with a mirrored instance of the SFMTA production system and supporting infrastructure in the secondary data center. Contractor shall maintain a standard procedure that governs the management of business continuity events. A disaster recovery test plan must be reviewed and exercised at least annually. Upon reasonable notice from the SFMTA, disaster recovery testing documentation shall be made available to the SFMTA. Contractor will provide the SFMTA's Chief Technology Officer with access to review business continuity and disaster recovery plan.

Contractor shall provide the SFMTA with a business continuity strategy and disaster recovery plan and procedures that can be implemented in the event of a catastrophic failure at the primary hosting site. Such a strategy should provide how quickly the secondary site will be available to Authorized Users. The business continuity strategy must include drills and exercises to test the readiness to execute the disaster recovery plan. If requested, the first drill must happen within six months of contract signing and then once per year thereafter. The drill plans, action items and project plan for follow-ups must be shared with the SFMTA.

Appendix F
Liquidated Damages and Credit Assessments

V. DEFINITIONS:

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

- A. **Consumables:** Items that are not subject to credit assessments and/or loss compensation, (e.g., receipt roll paper and attached graphic panels and signs).
- B. **Failure or Fail or Failing:** Functionality described under the column heading “Description of Failure” in the tables herein.

VI. GENERAL EXCLUSIONS:

Liquidated damages and credit assessments shall not be imposed for the following Failures or to the extent the following are solely responsible for the Failures and cannot be mitigated through Contractor’s commercially reasonable efforts:

6. Unavoidable Delay:

An Unavoidable Delay is an interruption of the Services beyond the control of the Contractor, which the Contractor could not have avoided by the exercise of care, prudence, foresight, and diligence. Such delays include and, but are not limited to acts of God; floods; windstorms; tornadoes; earthquakes or other natural disasters; acts of terrorism; wars; riots; insurrections; epidemics; quarantine restrictions; strikes and lockouts; freight embargoes; acts of a governmental agency; priorities or privileges established for the manufacture, assembly, or allotment of materials by order, decree, or otherwise of the United States or by any department, bureau, commission, committee, agent, or administrator of any legally constituted public authority; vandalism, theft and accidental damage not caused in any way by the Contractor; changes in the Services ordered by the City insofar as they necessarily require additional time in which to complete the entire Services; the prevention or delay caused by the City of the Contractor's commencing or prosecuting the Services, or interruption or failure of electrical power, the internet or cellular telecommunications not caused by Contractor. The duration of said Unavoidable Delays shall be limited to the extent that the commencement, prosecution, and completion of the Services are delayed thereby, as determined by the City acting reasonably.

- c. **Notification of Delay.** The Contractor shall notify the SFMTA as soon as the Contractor has, or should have, knowledge that an event has occurred that will result in an Unavoidable Delay of deliveries or Services. Within five Days, the

Contractor shall confirm such notice in writing, furnishing as much detail as is available.

- d. **Request for Extension of Time.** The Contractor agrees to supply, as soon as such data are available, any reasonable proof that is required by the SFMTA to make a decision on any request for an extension of time. The SFMTA shall examine the request and any documents supplied by the Contractor and shall determine if the Contractor is entitled to an extension of time and the duration of such extension. The SFMTA shall notify the Contractor of its decision in writing. The granting of an extension of time because of Unavoidable Delays shall in no way operate as a waiver on the part of the City of the right to collect liquidated damages for other delays or of any other rights to which the City is entitled.
7. Failures that are self-corrected by the MPP Service within agreed performance specifications (e.g., clock re-syncs).
8. Failures in MPP Service that occur during mutually agreed testing period of the new MPP Service software version.
9. Failures or interruptions that are solely caused by the negligent actions or inactions of the SFMTA or its contractors or subcontractors.
10. Failure or interruption by third-party providers of payment gateways, payment card processors and merchant acquirers to provide service.

VII. LIQUIDATED DAMAGES:

The Contractor acknowledges that its failure to perform certain obligations under this Agreement during the respective time limits imposed will cause the SFMTA to incur cost and inconvenience not contemplated under this Agreement, which cost, and inconvenience will constitute damage to the SFMTA, the City and the public, and that the exact dollar amount of such damage is too difficult to quantify. The SFMTA and Contractor agree that the amounts described as liquidated damages in this Agreement are not penalties but represent a fair and reasonable estimate of the damages that the SFMTA will incur by reason of Contractor's failure to perform and are fair compensation to City for its losses. Failure by the SFMTA to impose credit assessments for specified violations will not be a waiver of the right to enforce this Section, nor will it constitute a waiver of any other right of the SFMTA under this Agreement.

The SFMTA may deduct a sum representing the liquidated damages assessed from any money due to Contractor under this Agreement. Should an assessment take place, the SFMTA will send written notification to the Contractor for its information. Notwithstanding anything stated in the Agreement or Appendix F, payment of Liquidated Damages assessments due under this Agreement within a given month shall not exceed 25% percent of the monthly invoice amount

paid to the Contractor. The balance of remaining Liquidated Damages assessments will roll over to succeeding months until the entire assessment is paid.

If two or more Failures are assessed, the Contractor will be charged the higher value of all Failures.

Where, under the provisions below, the SFMTA is required to issue a written warning to the Contractor prior to assessment of liquidated damages, the Contractor’s obligation to repair, replace, correct, adjust, or modify a Failure shall not commence until the date the SFMTA issues such written warning, which written warning shall include a reasonable description of the nature of the Failure as known to the SFMTA at the time. Any extensions to the time period allowed to repair, correct, or adjust a Failure must be authorized by the SFMTA in writing.

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

Detailed descriptions, threshold and potential assessment of the liquidated damages can be found in Table 1 below.

Table 1:

11. Item#	12. Description of Failure:	13. Threshold for LD Assessment:	14. Potential Assessment:
1	The Contractor Fails to maintain Payment Card Industry Data Security Standard Certification.	Any lapse in requirements as described in Article 13, Section -13.4.2 of the main Agreement.	No warning will be issued prior to assessment of liquidated damages for this Failure and the City shall immediately suspend Contractor’s Services under the Agreement. The Contractor may be assessed liquidated damages of \$5,000 the first month of non- compliance and \$10,000 for each additional month until the Failure is cured. If Failure is not cured within three (3) months, the City shall have the right to immediately terminate this Agreement. In the event the City

11. tem#	12. Description of Failure:	13. Threshold for LD Assessment:	14. Potential Assessment:
			terminates under this provision for Failures that remain uncured, the Contractor will be assessed liquidated damages in the total amount of \$45,000.
15.	16. The contractor Fails to comply with requirement listed in SOW Section II.c and II.d.	17. Any lapse or failure in implementing this requirement for any given space or PbLP zone.	<p>18. The SFMTA will issue a written warning to Contractor prior to assessment of liquidated damages.</p> <p>19. The Contractor must address the Failure within 7 Days after receiving the notice unless an extension is authorized by the Agency.</p> <p>20.</p> <p>21. The Contractor may be assessed liquidated damages of \$1,000 per event.</p>
22.	23. The contractor Fails to comply with requirements listed in, SOW Section II.a, II.b, II.e, II.f, II.g, and II.h.	24. Any lapse in requirements listed in - SOW Section II.	<p>25. The SFMTA will issue a written warning to the Contractor prior to assessment of liquidated damages. The Contractor must address the Failure within 21 Days after receiving the notice unless an extension is authorized by the Agency.</p> <p>26. The Contractor may be assessed liquidated damages of \$250 per event.</p>

11. tem#	12. Description of Failure:	13. Threshold for LD Assessment:	14. Potential Assessment:
4	The contractor Fails to comply with requirement listed in Appendix A Scope of Work Section III.a Mobile Parking Payment Service, Smartphone application.	Any lapse or failure in implementing this requirement for any given space or PbLP zone.	<p>The SFMTA will issue a written warning to Contractor prior to assessment of liquidated damages. The Contractor must address the Failure within 2 business days after receiving the notice unless an extension is authorized by the Agency.</p> <p>The Contractor may be assessed liquidated damages of \$1,000 per event.</p>
27.	28. The contractor Fails to comply with requirement listed in SOW Section III.d.	29. Any lapse or failure in implementing this requirement for any given space or PbLP zone.	<p>30 The SFMTA will issue a written warning to Contractor prior to assessment of liquidated damages.</p> <p>31. The Contractor must address the Failure within 7 Days after receiving the notice unless an extension is authorized by the Agency.</p> <p>32.</p> <p>33. The Contractor may be assessed liquidated damages of \$1,000 per event.</p>
34.	35. The contractor Fails to comply with requirements listed in SOW Section III. (except for Sections III.a and III.d)	36. Any lapse in requirements listed in Section III.	<p>37 The SFMTA will issue a written warning to Contractor prior to assessment of liquidated damages.</p> <p>38. The Contractor must address the Failure within 21 Days after receiving the notice unless an extension is authorized by the Agency.</p> <p>39. The Contractor may be assessed liquidated damages of \$250 per event.</p>

11. Item#	12. Description of Failure:	13. Threshold for LD Assessment:	14. Potential Assessment:
40.	41. The contractor Fails to comply with requirements listed in SOW Section IV.	42. Outage in any of the integration points listed in SOW Section IV for more than 24 hours.	<p>43. The SFMTA will issue a written warning to Contractor prior to assessment of liquidated damages.</p> <p>44. The Contractor must address the Failure within 3 Days after receiving the notice unless an extension is authorized by the Agency.</p> <p>45. The Contractor may be assessed liquidated damages of \$1,000 per event.</p>
8	The contractor Fails to comply with requirements listed in, Appendix A Scope of Work Section V Mobile Parking Payment Programming	Any lapse or failure in implementing these requirements for any given space or PbLP zone.	<p>The SFMTA will issue a written warning to Contractor prior to assessment of liquidated damages.</p> <p>The Contractor must address the failure within 3 Days after receiving the notice unless extension is authorized by the Agency.</p> <p>The Contractor may be assessed liquidated damages of \$10 per day per affected parking space, capped at \$10,000.</p>

VIII. CREDIT ASSESSMENTS:

The Contractor agrees that in certain instances of Failure of performance of the mobile parking payment program, the City will suffer loss of revenue and other damages in an amount that can be reasonably calculated. The Contractor agrees that such loss of revenue ("credit assessments") as set forth below may be deducted by the City from payments to the Contractor under the Agreement as they accrue. Should the SFMTA issue an assessment, the SFMTA will send written notification to the Contractor for its information. Payment of assessed Credit Assessments due under this Agreement within a given month shall not exceed 25 percent of the monthly invoice amount paid to the Contractor. Any unpaid Credit Assessments amounts shall carry over to succeeding months until all Credit Assessments are paid.

5. The SFMTA will monitor the performance standards listed for compliance with the requirements of the Agreement and share information monthly with the Contractor to provide early indication of potential issues. These performance standards are meant to be systematic performance issues.
6. The Contractor shall review the potential performance deviation data and respond within three Days with acknowledgement of a potential Performance Standard Failure (or lack thereof) and potential causes. Failure to respond to the notice in a timely manner may result in liquidated damages to the SFMTA of \$100 per calendar day.
7. In the event of a dispute between the Contractor and the SFMTA regarding a Performance Standard Failure that has resulted in notification of a credit assessment, both parties shall follow dispute resolution procedures as referenced in, Section 11.7 of the Agreement.
8. The Contractor shall cure the Failure within 7 Days of the Contractor's acknowledgement of the Failure unless the SFMTA agrees to extend the time to cure. If the Failure is not repaired within 10 Days of acknowledgement (unless additional cure time has been granted), the SFMTA will cure the Failure and the Contractor agrees that the SFMTA shall be entitled to Credit Assessments as set forth below:
 - a. All labor costs incurred by the SFMTA associated with repairing or replacing parts required to cure the Failure (e.g., labor costs, including overhead, for the following classifications: Class 1824 (Principal Administrative Analyst) and Class 1044 (IS Engineer-Principal).
 - b. The total costs of 1824 and 1044 work hours required to cure the Failure.
 - c. Revenue losses directly associated with the Failure.
 - d. A list of performance standard Failures in this category follows in Table 2 below:

Table 2:

46. I tem#	47. Description of Failure:	48. Threshold

49.	<p>50. A Failure of the mobile parking payment MPP service that results in application of incorrect regular operating rates (e.g., instead of charging \$2/hour, mobile parking payment services are charged to Customers at \$1/hour, i.e., undercharged; or, instead of \$3/hour, Customers are charged \$5/hour, i.e., overcharged).</p> <p>51.</p> <p>52. Should the Contractor overcharge Parkers, the Contractor shall reimburse them for the difference.</p> <p>53.</p> <p>54. Should the Contractor undercharge Parkers, the Contractor shall reimburse the SFMTA for the difference.</p>	<p>55. During Operating Hours:</p> <p>4) A single Failure that exceeds 1% of the total spaces the managed by mobile parking payment MPP system under this Agreement.</p> <p>5) Multiple Failures in one Day that together exceed 5% of total spaces managed by the mobile parking payment MPP system under this Agreement.</p> <p>6) Multiple Failures that cumulatively exceed 10% of total spaces managed by the mobile parking payment MPP system over a period of three Days under this Agreement.</p>
56. 2	<p>57. A Failure of the mobile parking payment service that results in application of incorrect special event rates (e.g., instead of charging \$10/hour, mobile parking payment service are charged to Customers at \$5/hour, i.e., undercharged; or instead of \$10/hour, customers are charged \$20/hour, i.e., overcharged).</p> <p>58. Should the Contractor overcharge Parkers, the Contractor shall reimburse them for the difference.</p> <p>59. Should the Contractor undercharge Parkers, the Contractor shall reimburse the SFMTA for the difference.</p>	<p>60. During Operating Hours:</p> <p>2) A single Failure that exceeds 1% of the total special event spaces managed by the mobile parking payment system under this Agreement.</p> <p>61. 2) Multiple Failures in one Day that together exceed 5% of total special event spaces managed by the mobile parking payment system under this Agreement.</p> <p>62. 3) Multiple Failures that cumulatively exceed 10% of total special event spaces managed by the mobile parking payment system for a period of three Days under this Agreement.</p>