



SaaS
Agreement
for
City of
Temecula

Old Town

November 12, 2024

Invoices
Payable

VENDOR NAME:
Frogparking, Inc.
Recessed (In-
Ground) Sensors

City of Temecula
 Old Town Temecula In-Pavement Parking Sensors Pricing Form (Exhibit A)

Phase I (Pilot)				
<i>Description</i>	<i>Item</i>	<i>Quantity</i>	<i>Unit Cost</i>	<i>Total Cost</i>
<i>Hardware</i>	Outdoor Guidance - Intellisense - Flush Mount Sensor	90	\$168.30	\$15,147.00
	Solar Gateway	5	\$1,349.80	\$6,749.00
<i>Software</i>	First Year Annual SaaS per Space (This is 100% discounted during the pilot)	90	\$15.00	\$0.00
	First Year Annual SIM Connection (This is 100% discounted during the pilot)	5	\$193.00	\$0.00
<i>Services</i>	Project Management, Installation, Testing and Commissioning	1	\$12,496.00	\$12,496.00
	*Please add lines if necessary			
Phase I Total				\$34,392.00
Phase II				
<i>Description</i>	<i>Item</i>	<i>Quantity</i>	<i>Unit Cost</i>	<i>Total Cost</i>
<i>Hardware</i>	Outdoor Guidance - Intellisense - Flush Mount Sensor	1485	\$168.30	\$249,926.00
	Solar Gateway	28	\$1,349.79	\$37,794.00
<i>Software</i>	See Below Annuals			
	See Below Annuals			
<i>Services</i>	Project Management, Installation, Testing and Commissioning	1	\$170,078.00	\$170,078.00
	*Please add lines if necessary			
Phase II Total				\$457,798.00
Annual Costs				
<i>Description</i>	<i>Item</i>		<i>Year 1 Cost</i>	<i>Year 2+ Cost</i>
<i>Software</i>	Phase 1 - First Year Annual SaaS per Space (This is 100% discounted during the pilot)	90	\$1,350.00	\$1,350.00
	Phase 1 - First Year Annual SIM Connection (This is 100% discounted during the pilot)	5	\$965.00	\$965.00
	Phase 2 - Annual SaaS per Space	1485	\$22,275.00	\$22,275.00
	Phase 2 - Annual SIM Connection	28	\$5,404.00	\$5,404.00
<i>Maintenance</i>	Phase 2 - Platinum Maintenance (includes warranty when paid annually for years 2-5)			\$21,662.00
	Please Itemize all other annual costs			
<i>Other</i>	*Please add lines if necessary			
	Annual Cost Total			\$29,994.00
Totals				
Implementation Cost: Phase I Total + Phase II Total + Annual Cost Year 1 Total				\$522,184.00
Sales Tax (8.75%)				\$27,092.00
Shipping/Delivery				Included in Install
Warranty (5 Years)				Included in Maintenance
Other Costs (Please Itemize)				
Total Project Cost (Amount to Enter Into Planet Bids)				\$549,276.00

Software, Service and Maintenance Agreement

**Dated November
12, 2024**

Parties

**Frogparking Inc
Frogparking**

City of Temecula

Customer

**Site
Old Town**

Agreement dated November 12, 2024

Parties

- 1 **Frogparking, Inc., a corporation** (Frogparking)
Federal Tax ID [35-2601338] of 9273 Research Drive, Irvine, CA 92618
- 2 **City of Temecula** - 41000 Main Street, Temecula, CA 92590 (Customer)

Background

- A Frogparking has developed various software and systems for use in connection with parking operations and management.
- B The Customer wishes to purchase certain specified software and services from Frogparking on the terms set out in this agreement.

The Parties Agree:

1 Definitions and construction

1.1 In this agreement unless the context otherwise requires:

Business Day means a day that is not a Saturday, a Sunday or a public holiday or bank holiday in the place concerned.

Customer Procedures and Requirements means the Customer's guidelines, procedures and requirements in relation to the Properties or Property (as applicable) as set out or referred to in Schedule 4.

Commencement Date means the Date of Substantial Completion as defined in the Installation Contract.

Confidential Information means all Intellectual Property, business methods, trade secrets, documentation, access keys and other information owned or licensed by a party to this agreement, and in the case of Customer, includes the Customer's Data.

Customer's Data means all data and information in any form (whether written, electronic or otherwise) relating to the use of the Services, including the use of the Services by the public, and collected by, provided or made accessible to, or held by or on behalf of, Frogparking in relation to the provision of the Services.

Devices means handheld devices on which the Software is installed.

Documentation means online user guides and other information relating to the System or the Software.

Fees means the amounts detailed in schedule 1.

Hardware means any hardware developed, manufactured or supplied by Frogparking to the Customer or installed by Frogparking at a Property.

Hardware Maintenance Fee means the Fee for hardware maintenance specified in schedule 1.

Initial Term means 60 months.

Installation Contract means the separate major works contract between Frogparking and the Customer dated on or about the date of this agreement for the installation of certain hardware required for use of the System.

Intellectual Property Rights means any patent, trademark, service mark, copyright, moral rights, right in a design, know-how and any other intellectual property rights.

Property means : **[Insert Customer premises]**

Renewal Term means 12 months.

Services means the services performed by Frogparking for the benefit of the Customer, as detailed in schedule 2.

Service Level has the meaning set out in Schedule 3.

Software means the cloud-based reporting suite, mobile applications and enforcement handheld ticketing application developed by Frogparking.

System means the web based back-office ticketing management system that interacts with the Software to manage ticketing developed by Frogparking and provided through the delivery mechanism known as Software as a Service.

Term means the Initial Term plus any Renewal Term.

- 1.2 References to clauses, subclauses and schedules are to clauses, subclauses and schedules of this agreement.
- 1.3 Words in the singular include the plural and vice versa, words of one gender include every other gender and references to persons include firms, companies, joint ventures, and bodies corporate and unincorporate.
- 1.4 The headings and subheadings appear as a matter of convenience and shall not affect the construction of this agreement.
- 1.5 References to a statute include references to regulations, orders or notices made under or pursuant to such statutes. Reference to any statute, regulation, order or other statutory instrument or bylaw shall be deemed to be references to the statute, regulation, order, instrument or bylaw as from time to time amended and include substituted provisions that substantially correspond to those referred to.

1 Term and Grant

- 1.1 This agreement will come into effect on the Commencement Date and, subject to clause 8, will remain in force for the Term.
- 1.2 The Customer may extend this Agreement for the Renewal Term by notifying Frogparking in writing that it wishes to do so at least 30 days prior to the expiry of the Initial Term.
- 1.3 Frogparking grants to the Customer a non-exclusive license to install and run the Software on a limited number of Devices and to access and use the System on the terms and conditions in this agreement.

2 Rights and Obligations

- 2.1 Frogparking will:
 - (a) perform the Services in accordance with good industry practice to at least the relevant Service Level set out in Schedule 3, provided that in the case of helpdesk support services the Customer has complied with its obligations regarding the installation and use of the Software and access to the System under the agreement.
 - (b) ensure that, at all times herein, the System utilizes the security systems and technologies set out in Schedule 6 or the equivalent.
 - (c) comply with the applicable Customer Procedures and Requirements in providing the Services.
 - (d) provide the Customer with the Documentation and any modified copies of the same from time to time; and
 - (e) provide training for one of the Customer's technicians on how to swap out sensors and maintain gateways and guidance lights.
 - (f) access Customer Data for the sole and exclusive purpose of providing the Services. Frogparking is provided a license to collect, process, store, generate, and display Customer Data only to the extent necessary to provide the Services. Frogparking shall: (a) keep and maintain Customer Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in Section 6 of this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose Customer Data solely and exclusively for the purpose of providing the Services in accordance with this Agreement and applicable law; (c) allow access to Customer Data only to those employees and agents of Frogparking who are directly involved with and responsible for providing the Services; and, (d) not use, sell, rent, transfer, distribute, or otherwise disclose or make available Customer Data for Frogparking's own purposes or for the benefit of anyone other than Customer without Customer's prior written consent. Frogparking may not utilize aggregated data derived from Customer Data unless it has been made "anonymous" using technology that irreversibly alters data in such a way that the data subject can no longer be identified directly or indirectly, either by the data controller alone or in collaboration with any other party, and such data is thereby rendered "anonymized data", as generally described in ISO 25237:2017, Sections 3.2 and 3.3.
 - (g) comply with any and all applicable local, State and federal laws, statutes, standards, policies, and regulations including, but not limited to, the Health Insurance Portability and Accountability Act of 1996, the Americans with Disabilities Act, the Stored Communications Act, 18 U.S.C. Sections 2701 through 2712, Civil Code Sections 1798.80 through 1798.84, and the California Consumer Privacy Act, Civil Code Section

1798.100, et seq.

- (h) comply with the following: In the event of any act, error or omission, negligence, misconduct, or breach that permits any unauthorized access to, or that compromises or is suspected to compromise the security, confidentiality, or integrity of Customer Data or the physical, technical, administrative, or organizational safeguards put in place by Frogparking that relate to the protection of the security, confidentiality, or integrity of Customer Data, Frogparking shall, as applicable: (a) notify Customer as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with Customer 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 Customer; (c) in the case of personal information as defined in California Civil Code Section 1798.100, et seq. ("PII"), at Customer's sole election, (i) notify the affected individuals who comprise the PII as soon as practicable but no later than is required to comply with applicable law including, but not limited to, the provisions of California Civil Code Section 1798.80, et seq., and Section 1798.100, et seq., or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; or, (ii) reimburse Customer for any costs in notifying the affected individuals; (d) 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 less than twelve (12) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) indemnify, defend, and hold harmless Customer for any and all claims and liabilities, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from Customer in connection with the occurrence up to the limits of Frogparking's Cyber Liability policy required herein.
- (i) comply at all times with all applicable Payment Card Industry Data Security Standards (PCI-DSS). Frogparking agrees and warrants that it is responsible for the security of "cardholder data" that Frogparking possesses, stores, processes or transmits on behalf of the Customer, and for any impact on the security of Customer's cardholder data environment adversely affected by any failure of the Frogparking to maintain compliance with provisions of the PCI-DSS applicable to the Services.
- (j) unless otherwise approved in writing by Customer's risk manager, at its own expense, procure and maintain in full force and effect during the term of this Agreement, policies of insurance, of the types and in the minimum amounts as follows, with responsible insurance carriers duly admitted and qualified in California covering the operations of Frogparking, pursuant to this Agreement:

Cyber Liability Insurance (\$2,000,000 per occurrence) providing protection against claims and liabilities arising from: (i) errors and omissions in connection with maintaining security of Customer Data; (ii) data breach including theft, destruction, and/or unauthorized use of Customer Data; (iii) identity theft including bank charges assessed; and (iv) violation of privacy rights due to a breach of Customer Data.

The cyber liability policy shall be primary without right of contribution from Customer, and Frogparking waives all rights of subrogation. Such policy shall require that Customer be given no less than thirty (30) calendar days prior written notice of any cancellation thereof or material change therein. Frogparking shall provide Customer with a certificate of insurance and original endorsement, evidencing all of the above coverage, and shall provide Customer with a certificate of insurance evidencing renewal or substitution of such insurance thirty (30) calendar days prior to the effective date of such renewal or substitution. Any "claims made" policy shall be endorsed to provide an extended reporting period of not less than three (3) years.

2.2 The Customer will:

- (a) provide such information and access to the Customer's Data as Frogparking may reasonably require to enable it to perform the Services.
- (b) pay the Fees during the Term as specified in Schedule 1, plus GST (if any); and
- (c) only use the Software and access the System for its own purposes and in accordance with the terms of this agreement.

2.3 The Customer will not:

- (a) copy or reproduce the Software by any means or in any form or permit any party to do so.
- (b) access the System other than from hardware approved by Frogparking and in accordance with the specifications of Frogparking; or
- (c) other than as permitted by this agreement, modify, enhance, vary, adapt, translate, reverse engineer, disassemble or decompile the Software.

2.4 The Customer acknowledges that the Fees payable under this agreement relate to the rights granted and the Services to be provided under this agreement only. Installations and any related integration, customization, or programming services, and support in addition to that specified in schedule 2, if requested by the Customer, will be provided pursuant to a separate contract or for an additional payment agreed between the parties.

Frogparking may, without prejudice to its other rights or remedies under this agreement and on at least 48 hours advance notice to Customer, suspend the Customer's access to the System.

3 Intellectual Property

3.1 The Customer:

- (a) acknowledges that the Intellectual Property Rights in the System, the Software and the Documentation belong to Frogparking and will not dispute such ownership.
- (b) assigns to Frogparking without reservation all copyright and other Intellectual Property Rights in any modifications made by the Customer to the Software or the Documentation and will co-operate with Frogparking and sign all documents and do everything necessary to enable Frogparking to fully protect such and modifications; and
- (c) represents that the Customer's Data will not infringe the Intellectual Property Rights or rights to privacy of any third party.

3.2 Frogparking:

- (a) warrants that it has the power and authority to grant the rights to the Customer under this agreement; and
- (b) warrants that the System, the Software and the Documentation do not infringe the Intellectual Property Rights of any third party. In furtherance thereof, Frogparking agrees to indemnify, defend, and hold harmless Customer, its elected officials, officers, employees, agents, and volunteers ("Indemnitees") from and against any and all claims and liabilities, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, incurred by, accrued

against, charged to, or recoverable from any Indemnitee, by reason of any claim arising out of or relating to the Services allegedly or actually infringing or misappropriating any United States or foreign patent, copyright, trade secret, trademark, or other proprietary right. In the event that Frogparking is enjoined from providing the Services and such injunction is not dissolved within thirty (30) calendar days, or in the event that Customer is adjudged, in any final order of a court of competent jurisdiction from which no appeal is taken, to have infringed upon or misappropriated any patent, copyright, trade secret, trademark, or other proprietary right in the access or use of the Services, then Frogparking shall, at its expense: (a) obtain for Customer the right to continue using such Services; (b) replace or modify such Services so that they do not infringe upon or misappropriate such proprietary right and is free to be used by Customer; or, (c) in the event that Frogparking is unable or determines, in its reasonable judgment, that it is commercially unreasonable to do either of the aforementioned, Frogparking shall reimburse to Customer any prepaid fees and the full cost associated with any transition services.

3.3 Frogparking acknowledges that:

- (a) Customer's Data is and will remain the property of the Customer at all times; and
- (b) it shall comply with the law in collecting, holding or disclosing Customer's Data.

4 Warranties and Limitation of Liability

- 4.1 Frogparking warrants that the Software and the System will function substantially in accordance with its specifications, but the Customer acknowledges that the Software and the System are of a technical nature and may have minor or inherent defects. Frogparking will provide all reasonable remedial services to correct documented code errors caused by a defect in an unaltered version of the Software or in relation to the System at no cost to the Customer. Any such programming and remedial services will be the Customer's sole remedy in respect of the supply of defective Software or a defect in the System.
- 4.2 Subject to the obligations set out in Schedule 3, whilst Frogparking will endeavor to provide the Customer with continuous access to the System during the Term, it makes no representation or undertaking that access to the System will be continuous.
- 4.3 Subject to the exclusions set out in Schedule 5, for the whole of the Initial Term Frogparking will repair or replace any Hardware supplied and installed by it under the Installation Contract which does not conform with the applicable product description and specifications as at the date of installation, and further detailed in any standard warranty terms provided by Frogparking to the Customer prior to the date of installation, provided that the Customer has paid the Hardware Maintenance Fee.
- 4.4 Except as expressly set out in this agreement:
 - (a) Frogparking will not be liable to the Customer, or any other person in connection with the implementation or use (or attempted use) of the Software, the System or the Documentation.
 - (b) To the maximum extent provided for under the *Competition and Consumer Act 2010* or any other application legislation all and any representations and warranties (whether express or implied, statutory or otherwise, including warranties as to the merchantable quality or fitness for purpose) relating to the Software, the System or the Documentation are expressly excluded.
- 4.5 Excepting only Frogparking's indemnification obligations herein, Frogparking shall not be liable to the Customer for any loss of profits, or any consequential, indirect or special loss or damages suffered by the Customer, arising directly or indirectly from any breach by

Frogparking of this agreement or from any negligence or other act or omission of Frogparking.

- 4.6 If, despite the preceding provisions of this clause 5, Frogparking is proven to be liable for a breach of this agreement, and excepting only Frogparking's indemnification obligations herein, Frogparking's liability for all claims under this agreement will not exceed in aggregate the total amount actually paid by the Customer to Frogparking for the license of the Software in the 12 months prior to the time such liability arises.
- 4.7 Clauses 4.5 and 4.6 shall not apply where a party breaches its obligations in clause 6 or where Frogparking breaches clause 4.2(b) or the Customer breaches clause 4.1(c).
- 4.8 Nothing in this Section 4 shall limit Frogparking's liability for bodily or personal injury, death, or property damage arising out of Frogparking's performance of Services while on Customer's premises including training and Hardware maintenance obligations.

5 Hardware Maintenance

- 5.1 Frogparking shall maintain the hardware supplied by it for [the Initial Term] subject to the exclusions set out in Schedule 5 and provided the Customer has paid the Hardware Maintenance Fee.
- 5.2 Maintenance will typically be carried out during normal business hours on Business Days. Additional call out Fees will be payable for urgent maintenance carried out outside these times or if Frogparking is not granted full access to all relevant amenities relation to the System 24 hours a day, 7 days a week.
- 5.3 Frogparking will use reasonable endeavors to respond to requests for maintenance as soon as commercially practicable.
- 5.4 In connection with Frogparking's performance of Services on Customer's premises, including training and Hardware maintenance, the insurance and indemnity provisions contained in the Installation Contract, which are incorporated herein by this reference, shall continue to govern such performance and be in full effect for the Term hereof.

6 Confidentiality

- 6.1 Each party (the **Recipient**) will treat as strictly confidential all Confidential Information made available by the other party (the **Owner**) and will only use the Owner's Confidential Information for the purpose for which it was supplied. Each party will protect the other's Confidential Information with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which the Recipient utilizes for its own information that it does not wish disclosed to the public. Confidential Information will not be disclosed, orally or in writing, to any third party without the prior written consent of the Owner.
- 6.2 Disclosure of the Owner's Confidential Information by such employee and/or third party will be deemed a breach by the Recipient of its obligations of confidentiality.
- 6.3 Notwithstanding the foregoing, the provisions of this Section 6 shall not apply to disclosures required by law including the California Public Records Act, subpoena, or court order.

7 Termination

- 7.1 Either party may terminate this agreement:
 - (a) immediately on giving written notice to the other party, if the other party breaches a material term of this agreement and, if the breach is capable of remedy, fails to remedy the breach within 10 Business Days after receiving

notice requiring it to be remedied.

- (b) immediately on giving written notice if an order has been made or resolution passed for the liquidation or dissolution of the other party or if a receiver or statutory or official manager has been appointed in respect of the other party or any of its assets or if the other party makes any arrangement with creditors.
- (c) Customer may terminate this Agreement at any time by providing not less than thirty (30) days' prior, written notice to Frogparking.

In addition to the above, if there is a breach or other event entitling the Customer to terminate the Installation Contract (disregarding any requirement for notice) or an abandonment or other repudiatory conduct of Frogparking entitling the Customer to accept that repudiation and terminate the Installation Contract each such act or omission is deemed to be a breach of this agreement.

7.2 On termination of this agreement:

- (a) Customer will cease to have any further rights under this agreement.
- (b) Customer will immediately cease to use the Software and access the System, remove the Software from all of its Devices and any other hardware, return to Frogparking or destroy the Software and Documentation and all other materials relating in any way to the System and the Software in its possession or control as directed by Frogparking.
- (c) Frogparking shall make Customer Data available to download by Customer at no cost, for not less than thirty (30) days following termination or expiration. Thereafter, Frogparking shall destroy any and all copies of Customer Data in Frogparking's possession or control.

7.3 If this agreement has been terminated as a result of default by the Customer, Frogparking may retain, without prejudice to other rights or remedies Frogparking may have under this agreement or at law, any Fees paid by the Customer under this agreement.

7.4 Those provisions of this agreement that by their nature survive termination shall do so, including but not limited to clauses 4, 6 and 7.

8 Force Majeure

8.1 The failure or omission to carry out or observe any of the conditions of this agreement (other than an obligation to pay any amount) will not give rise to any claim against either party or result in a breach of this agreement, if such failure or omission arises by reason of delay or inability to perform caused by an event which is beyond the reasonable control of the relevant party (**event of force majeure**).

8.2 Should either party have knowledge of or anticipate that due to an event of force majeure it will be unable to fulfil its obligations under this agreement at some time in the future, it will immediately:

- (a) notify the other party, giving as much detail as possible of the causes, expected duration and extent of its inability to perform its obligations; and
- (b) consult with the other party as to the means, and use its best endeavors, to minimize the effects of its inability to perform its obligations under this agreement.

- 9.1 Any notice given under this agreement:
- (a) must be in writing addressed to the intended recipient at the email address shown below or at the last address notified by the intended recipient to the sender:
- (i) If to Frogparking:
9273 Research Drive, Irvine, CA 92618
accounts@frogparking.com
- (ii) If to the Customer:
**41000 Main Street,
Temecula, CA 92590**
- (b) must be sent by a person duly authorized by the sender; and
 - (c) shall be deemed to have been received by the addressee on the same Business Day as the day on which such email is sent so long as such notice is sent by email to the address set out above, provide that if service is on a day which is not a Business Day or is later than 5.00pm, the notice will be taken to have been received on the next business day.
 - (d) Any notice to either party relating to or giving notice of any alleged default, including any demand to cure, shall be sent by certified or registered U.S. mail.

10 General

- 10.1 This agreement constitutes the entire agreement between the parties pertaining to the subject matter.
- 10.2 The license granted by this agreement does not transfer to the Customer any ownership rights to the Software or Documentation or to the System. The Customer is only purchasing a right to use the Software and Documentation and access the System subject to this agreement.
- 10.3 The Customer may not assign or transfer its rights and obligations under this agreement without the prior written consent of Frogparking.
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- 10.4 If any provision of this agreement is, or becomes unenforceable, illegal or invalid for any reason it shall be deemed to be severed from this agreement without affecting the validity of the remainder of this agreement and shall not affect the enforceability, legality, validity or application of any other provision of this agreement.
- 10.5 No failure to exercise and no delay in exercising any right, power or remedy under this agreement will operate as a waiver. Nor will any single or partial exercise of any right, power or remedy preclude any other or further exercise of that or any other right, power or remedy.
- 10.6 If any clause or provision of this agreement shall be held illegal or unenforceable by any judgment of any Court or Tribunal having competent jurisdiction, such judgment shall not affect the remaining provisions of this agreement which shall remain in full force and effect as if such clause or provision held to be illegal or unenforceable had not been included

in this agreement.


10.7 This agreement may be signed in any number of counterparts (including facsimile or email copies) and provided that each party has executed a counterpart, the counterparts together shall constitute a binding and enforceable agreement between the parties.

10.8 This agreement is governed by the laws of **California, USA**. Each of the parties submits to the non-exclusive jurisdiction of the courts exercising jurisdiction there provided that venue for any legal action arising out of this Agreement shall be in the Superior Court of the County of Riverside, California

10.9 Frogparking is not liable for any damages or delays caused by work carried out by either the customer or a third party not contracted to Frogparking. Frogparking is only obligated to respond, restore and resolve all defects and issues under the service level agreement in schedule 3 only when Frogparking has fully commissioned and signed off the site.

Frogparking Inc

by:



Chief Financial Officer

Matthew Robertson

Date: 29th October 2024

Customer:

by:

Title

Print Name

Date:

SCHEDULE 1

FEES

All amounts in this payment schedule are exclusive of tax (if any)

Annual License Fee for Software	Annual license fee of \$29,994 payable annually in advance with the first payment due on the Commencement Date and each subsequent payment being due on the relevant anniversary date (12 months).
Fees for the provision of the Services: <input type="checkbox"/> Access to and use of the System and related back-office services <input type="checkbox"/> Data hosting <input type="checkbox"/> Helpdesk Support	
Hardware Maintenance Fee	An annual fee as specified/quoted by Frogparking to the Customer is payable by the Customer, in annual installments, with the first such payment being due on the date specified below. Hardware Maintenance Fees are: \$21,5662 covers 1 year of annual service and maintenance subscription. Payable 12 months post install date, 15 months after Phase I and 12 months after Phase II.
Fees for support provided that falls outside Frogparking's obligations under the agreement will be charged for separately.	Being revised to reflect a comprehensive agreement
Any further Fees	Call out fees for urgent work carried outside business hours as notified by Frogparking to the Customer from time to time.

SCHEDULE 2
SERVICES

Initial Training	Initial training regarding use of the Software and the System
Helpdesk Support in connection with the Software and the System	Phone support during normal business hours Email/online support at all times
Access to the System and related back-office services	Remote access to system reporting and analytics suite and system configuration via pre authorized secure login.
Data Hosting	Data remotely hosted by Cloud Services and managed by Frogparking.
Hardware Maintenance	On-site maintenance, replacement or repair of hardware as per maintenance plan purchased (Platinum, Gold or Silver).

SCHEDULE 3
SOFTWARE SERVICE LEVELS ADDENDUM

1 Frogparking will use its reasonable endeavors to provide the Services to meet or exceed the following Service Levels:

- (a) **Availability:** 99.9% uptime each calendar month; and
- (b) **Support:** Frogparking will respond, restore and resolve all defects and incidents raised each month within the following timeframes during normal business hours:

Severity	Impact	Time to respond	Time to Restore
1	Critical impact	60 minutes	4 hours
2	High impact	120 minutes	48 hours
3	Medium impact	8 hours	5 working days
4	Low impact	48 hours	15 working days

**SCHEDULE 3
HARDWARE MAINTENANCE AND SERVICE LEVEL
ADDENDUM**

Initial Training	Initial training regarding all hardware operation including technical specification documentation.
Helpdesk Support in connection with the hardware performance	Phone support during normal business hours Email/online support at all times.
Access to the hardware maintenance portal	Remote access to maintenance portal to log jobs and view status. Reports available on response times.
On-site Hardware Maintenance <i>(Supplied and installed by Frogparking)</i>	On-site maintenance, performed by qualified technician, including repair or replacement.
Remote monitoring	All sensors and gateways will be monitored remotely and alerts will be sent to the maintenance manager if anything appears to be offline. Maintenance manager will task Technician based on severity levels stated below.
Reporting	A full maintenance report will be emailed to the Customer on a monthly basis, including system uptime, maintenance performed, issues resolved, occupancy report, utilization report, turnover report.

Service Level

Frogparking will provide the Services to meet or exceed the following Service Levels:

Support: Frogparking will respond, restore and resolve all defects and incidents raised each month within the following timeframes during business hours which are Monday – Sunday 8am through 5pm: NZ Standard Time

Severity	Impact	Initial Contact Response	On site Response
1	Critical impact	120 minutes	Within 2 business days
2	High impact	120 minutes	Within 3 business days
3	Medium impact	24hours	Within 15 business days
4	Low impact	48 hours	Within 30 business days

Severity 1 - more than 20% of sensors are offline, more than 20% of gateways are offline.

Severity 2 - more than 15% but less than 20% of sensors are offline, more than 15% but less than 20% of gateways are offline.

Severity 3 - more than 5% but less than 15% of sensors are offline, more than 5% but less than 15% of gateways are offline.

Severity 4 - more than 3% but less than 5% of sensors are offline, more than 3% but less than 5% of gateways are offline.

Planned Downtime

1. Frogparking will provide planned downtime for Systems maintenance, for a maximum of four (4) hours four (4) times per calendar year for the duration of the contract.

SCHEDULE 4
SITE PROCEDURES AND REQUIREMENTS

To be provided as part of the site induction by Customer.

SCHEDULE 5
FROGPARKING PRODUCT WARRANTY

Frogparking provides a 24-month warranty on all hardware, software and installation services.

The warranty period commences following completion of User Acceptance Testing (UAT) once project close-out documentation is signed by both parties. This represents the attainment of "Practical Completion".

During the warranty period, Frogparking will address any issues in-line with our standard Service Levels at no additional cost to the customer.

WARRANTY INCLUSIONS

- Frogparking's warranty obligations are matched to the scope of the original work conducted by Frogparking or its subcontractors.
 - Where Frogparking is responsible for supply, installation and commissioning of the hardware, then our warranty extends to the repair of the existing hardware in-place, or the provision, install and commissioning of replacement hardware.
 - Where Frogparking provides hardware only and is not responsible for installation and *commissioning (i.e. the customer or one of their subcontractors installed and commissioned the hardware)*, then Frogparking is only obligated to provide replacement hardware under warranty, not any costs associated with installation of any replacement hardware supplied.
- When hardware is replaced under warranty, the outstanding warranty is transferred to the replacement. That is, if hardware was replaced under warranty after 12 months, then the remaining 12 months of the initial 24-month warranty period is transferred to the replacement device.

EXCLUSIONS FROM HARDWARE MAINTENANCE OBLIGATIONS

Damage or failure caused by any of the following is not covered by the Hardware Maintenance Contract:

- L Vandalism
- L Damage to the Hardware caused by any person or event outside the control of Frogparking, whether intentionally or unintentionally
- L Modifications to the Hardware by any party other than Frogparking which is not carried out under Frogparking's direction
- L Telecommunications outages
- L Third party products or data fees
- L Theft
- L Natural or man-made disasters/events
- L Electrical outages or disruptions
- L Building or other construction
- L Car park resurfacing or modification
- L Normal wear and tear
- L Replacement of batteries

SCHEDULE 6 SYSTEM SECURITY

The System uses the following security systems and technologies:

1. Cloud global infrastructure security (the following summary has been provided by our Cloud provider)

1.1) Cloud data-centers are housed in nondescript facilities and physical access is strictly controlled. Also, the Cloud provider adopts others means to make sure their data-centers are safe, for example fire detection and suppression, Uninterruptible Power Supply (UPS) units providing back-up power, climate and temperature control.

1.2) Data centers are built in clusters in various global regions. All data centers are online. In case of failure, automated processes move customer data traffic away from the affected area. Core applications are deployed in an N+1 configuration, so that in the event of a data center failure, there is sufficient capacity to enable traffic to be load-balanced to the remaining sites.

1.3) The Cloud provider infrastructure is designed and managed in alignment with security best practices and a variety of IT security standards, including:

SOC 1/SSAE 16/ISAE 3402 (formerly
SAS 70) SOC2
SOC3
FISMA
FedRAM
P
DODSRG Levels 2
and 4 PCIDSSLevel1
EU Model Clauses
ISO9001 / ISO27001 / ISO 27017 / ISO
27018 ITAR
IRAP
FIPS 140-2
MLPS Level 3 MTCS

2. Frogparking System security and high availability features

2.1) The System employs cloud firewall, load balancer, and HTTP over SSL, which provides a safe and isolated network, restricted access/connections, and encrypted links between user machines and servers.

2.2) The System uses CloudWatch to monitor and analyze servers' metrics to optimize performance when it's necessary.

2.2) The System manages user confidential and permissions, so system functionalities vary from user to user and data is protected at user group level.

2.3) The System executes data backup daily to minimize data loss when system failure occurs, also with background task applications to monitor and notify system failures.