



Amendment to Professional Services Agreement and Software License and Support Agreement

This Amendment to the Professional Services Agreement and Software License and Support Agreement (“**Amendment**”) is made as of the date of last signature herein (“**Amendment Effective Date**”) by and between Passport Labs, Inc. f/k/a PassportParking, Inc. (“**Contractor**”) and the Village of Oak Park, IL (“**Village**”), and amends that Professional Services Agreement and Software License and Support Agreement between the parties dated September 6, 2018 (the “**Agreement**”). All capitalized terms not otherwise defined in this Amendment will have the meanings assigned to them in the Agreement.

NOW THEREFORE, in consideration of the mutual promises and conditions set forth herein, receipt of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree to modify the Agreement as follows:

1. Section 4 (**TERM AND TERMINATION**) of the Agreement shall be amended by adding the following:

“This Agreement shall renew for an additional one-year term from January 1, 2026 through December 31, 2026 (the “Probationary Term”). Unless earlier terminated in accordance with this Agreement, the Agreement has the option to renew for two (2) successive one (1)-year renewal terms (each, a “Renewal Term”) unless either Party provides written notice of its intent not to renew at least ninety (90) days prior to the end of the then-current Term.

During the Probationary Term, Village may terminate the Agreement for convenience by providing Contractor ninety (90) days’ written notice. In the event of termination under this Section, Client shall remain liable for all fees accrued and payable through the effective date of termination. No early termination fee shall apply if termination occurs pursuant to this Section.”

2. Section 4 (**TERM AND TERMINATION**) shall be further amended by adding the following:

“At each anniversary of each Renewal Term, Contractor may apply a fee increase of no less than three percent (3%) of the then-applicable rates for Services purchased under an Order Form or an amount equal to the percentage change in the Consumer Price Index (CPI), whichever is lower. Contractor shall provide Village at least ninety (90) days’ written notice prior to the expiration of the then current term for any proposed fee increase, subject to formal approval by the Village.”

3. Except to the extent modified herein, the remainder of the Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties have each caused this Amendment to be signed and delivered by its duly authorized representative as of the Amendment Effective Date.

Passport Labs, Inc.

Village of Oak Park, IL

By:

By:

Printed Name:

Printed Name:

Title:

Title:

Date:

Date: