



Amendment to Agreement

Reference is made to that certain Professional Services Agreement (the “Agreement”) by and between Passport Labs, Inc. (the “Agreement”) by and between Passport Labs, Inc. (“Passport”) and the Village of Oak Park (“Provider”) dated September 6, 2018 (Passport and Provider are collectively referred to as the “Parties”).

In order to expand the management data available to Provider and to improve access and the user experience for a broader group of individuals wishing to pay for parking and engage in related transactions via channels other than the mobile payments for parking platform provided by Passport, the Parties desire to amend the Agreement as follows, which shall be effective as of the last date specified below the Parties’ signatures:

1. The following language is added to the Agreement with respect to mobile payment for parking (“MPP”) terms:

Third Party Providers:

Passport may, at its option, allow the use of third-party providers (each a “Third Party Provider”) interfaces for initiating parking transactions or to enhance the mobility experience, including any and all possible methods available to parkers to request the right to access and occupy a parking space or otherwise-denominated curb space for any period of time (in accordance with Provider’s applicable rates, rules, ordinances, and regulations). Such interfaces will include, but not be limited to, in-dash vehicle systems, navigation systems (whether in-dash or smartphone-based), business intelligence solutions, and mobile payments for parking applications other than Passport’s MPP (each an “Interface”).

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

The Parties acknowledge and agree that a Third Party Provider may configure and control the feature set of its own Interface so long as it is capable of performing the functions required to interact with Passport's platform and execute parking transactions as designated in the scope of work in the base agreement, as applicable. The Provider further acknowledges and agrees that certain data received from Third Party Providers may be more limited than what Passport can provide to Provider via Passport's MPP and may need to be provided, if at all, in an aggregated and/or anonymized basis; Passport shall, however, use commercially reasonable efforts to supply such data as may be reasonably requested by Provider for its internal purposes.

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

Except in the case of Third-Party Providers pursuant to the foregoing paragraphs, Passport shall be the exclusive mobile payments for parking service provider for Provider during the term of this Agreement.

2. Notwithstanding any existing data rights in the Agreement, the following data rights are applicable only with respect to Third Party Provider transactions facilitated on Passport's platform:

Operational data is data specific to the Provider's operation that is provided by Provider to Passport to be used in the providing of services. Operational data is specific to the Provider's operation, which is not available to Passport publicly or by other means. Operational data may include, but is not limited to, zone information, rate information, operational schedules, business metrics, relevant details of partner agreements. In each case, Operational data may refer to past, present, or future states of such items.

Operational data is the sole and exclusive property of the Provider. The Provider grants Passport a perpetual, irrevocable, royalty-free, non-exclusive, non-assignable, and non-transferable license to Operational data, provided that Passport may share such Operational data with Third Party Providers only to the extent necessary to enable the Shared Services.

3. Except as expressly amended herein, the remainder of the Agreement remains in full force and effect.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE FOLLOWS]**

Agreed to and accepted by:

Passport Labs, Inc.

Village of Oak Park

By: _____

Printed Name: Khristian Gutierrez

Title: CRO

By: _____

Printed Name: Cara Pavlicek

Title: Village Manager

Date: _____