

**CONTRACT BETWEEN THE TREASURER
OF THE CITY OF ST. LOUIS, MISSOURI,
IN HIS CAPACITY AS SUPERVISOR OF PARKING METERS,**

AND

PROFESSIONAL ACCOUNT MANAGEMENT, LLC

For Maintenance of Automated Ticket Issuing Devices

January 1, 2012

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PROFESSIONAL ACCOUNT MANAGEMENT, LLC**

For Maintenance of Automated Ticket Issuing Devices

This Contract (as presently executed and as hereafter modified, amended or restated the "Contract"), is between the Treasurer of The City of St. Louis, Missouri, in his capacity as Supervisor of Parking Meters (the "Supervisor"), the Parking Commission of the City of St. Louis (the "Parking Commission"), and Professional Account Management, LLC, a subsidiary of Duncan Solutions, Inc., and a Wisconsin limited liability company registered and authorized to do business in the State of Missouri (the "Contractor"), and is effective as of January 1, 2012 (the "Effective Date").

WITNESSETH

1. The Supervisor is responsible for the enforcement of parking regulations on public streets in The City of St. Louis, Missouri (the "City") and the issuance of parking violation citations to motorists who violate such regulations.

2. The Supervisor previously purchased automated ticket issuance devices (the "TIDs") from Citation Management, a division of Contractor, pursuant to a Contract dated as of October, 2004, as amended by Task Order No. 1 and a First Amendment dated as of March 26, 2009 (the "Previous Contract"), which will expire December 31, 2011.

3. The Supervisor wishes to continue to obtain the maintenance services under the Previous Contract and also to have the ability to purchase additional, replacement or improved TIDs.

THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree to as follows:

Article I. Contract Scope and Duration

1.1. Engagement

The Supervisor hereby engages the Contractor, and the Contractor agrees, to maintain the Supervisor's present inventory of TIDs and, at the request of the Supervisor, to supply and maintain additional, replacement or improved TIDs.

1.2. Maintenance Services

(a) Equipment Maintenance and Repair. The Contractor hereby agrees to provide, support, maintain and repair all TIDs (both hardware and software) now owned by the Supervisor or hereafter purchased from the Contractor. If a TID fails to operate in accordance with specifications or as warranted by the Contractor, the Supervisor shall notify the Contractor and the Contractor will promptly undertake to repair the TID in a timely manner in order to limit the amount of downtime during which such TID is out of service. If the TID is under warranty, the Contractor shall correct the failure or replace the defective component or part at its own cost. The Contractor shall bear all shipping and installation costs incurred under the warranty program. If such TID is no longer under warranty, the

Contractor shall provide all replacement parts for the price specified in its then-current published price list for replacement parts and components; provided, that such price shall be no greater than the price for that item charged by the Contractor to any other customer, and the Contractor shall so certify on the invoice for such part(s).

If a repair cannot be accomplished locally, the Supervisor will ship the TID to the Contractor's specified service center at the Supervisor's cost. If the repair is expected to require more than two (2) business days for completion, the Contractor shall supply, without charge except for shipping cost, a temporary replacement unit, equipped so as to function in the same way as the TID being repaired. Upon receipt of the repaired TID, the Supervisor shall, at his expense for shipping, return the temporary replacement unit to the Contractor.

(b) Software Maintenance and Licensing. The Contractor shall provide all software required for the proper functioning of the TIDs, and shall keep such software updated as necessary for that purpose throughout the entire Term of this Contract. The Contractor shall pay all licensing fees for any software not owned by the Contractor, and represents and warrants that it has full right and lawful power to permit such software to be used by the Supervisor pursuant to this Contract. The Contractor hereby grants to the Supervisor a fully paid, perpetual, non-exclusive license to use all of Contractor's software and all third-party software required for the effective operation of the TIDs, and covenants that such license shall remain in full force and effect throughout the Term and for two (2) years thereafter. The Contractor will indemnify and save and hold the Supervisor, the City and the Parking Commission, and their respective officials, employees and agents, harmless from and against all claims of unauthorized use or infringement of any such software. If any such license shall prove to be invalid or unenforceable, the Contractor shall promptly obtain full right and authority to license such software to the Supervisor or shall replace such software with other software to which it has full legal rights, as is necessary to permit the continued operation of the TIDs in a functionally equivalent manner as previously operated under the unauthorized or infringing software.

1.3. TIDs

The Supervisor purchased TIDs Model X-2 and X-3, which integrate with multi-spaced meters, under the Previous Contract. The Contractor hereby agrees to provide additional TIDs to employees of the Supervisor or to the City's police officers or park rangers at such time and in such quantities as the Supervisor may request and to replace obsolete TIDs or any TID which has reached the end of its serviceable life.

The Contractor represents and warrants that all TIDs sold hereunder will, at a minimum:

- (a) Accurately issue durable, easy-to-read parking tickets, with rigorous data control, and will accurately record such parking violation data;
- (b) Rapidly issue parking tickets and transfer violation data to the Supervisor's parking ticket management system; and
- (c) Provide comprehensive reports which monitor parking enforcement officer productivity.

1.4. Operating Manual

The parties have prepared an Operating Manual in which other information concerning the services and TIDs will be published. The material filed in the Operating Manual, as the same may be in effect from time to time, is incorporated into this Agreement by this reference, and both parties agree to be bound by such material. Any change to such material must be agreed to by both parties. The Contractor agrees to provide all the above services and equipment in accordance with the terms and conditions stated in this Contract as well as in accordance with the additional specific requirements for these services and equipment described in the Operating Manual.

1.5. Contract Duration

This Contract is a restatement and extension of the Previous Contract and shall become effective at 12:01 A.M., C.S.T. on January 1, 2012 and terminate at 12:00 P.M., C.S.T., on December 31, 2016 (the "Initial Term"), unless sooner terminated in accordance with the provisions herein. Subject to annual appropriation, and with the approval of the Parking Commission, the Supervisor may extend the Contract for one additional term of five (5) years by written notice to the Contractor given at least ninety (90) days prior to the end of the then effective Term.

1.6. Contract Termination Because of Default

Any one or more of the following events shall constitute a "Default":

(a) The Contractor's repeated failure to meet agreed performance standards established from time to time and published in the Operating Manual;

(b) The Contractor's failure in any material way to carry out any of its commitments under this Contract;

(c) Any ruling, judgment, penalty, order or other directive issued by a court, agency or other entity could, in the Supervisor's determination, materially and adversely affect the ability of the Contractor to meet its obligations under this Contract;

(d) The sale, lease, transfer (excluding transfers within the Professional Account Management, LLC corporate group) or other material change in or of the Contractor's enterprise unless approved by the Supervisor within ninety (90) days after such event;

(e) Any material change by the Contractor in its methods for providing services or equipment hereunder without the Supervisor's prior written approval;

(f) The Contractor's failure to meet its obligations to any subcontractor, vendor or other entity providing goods or services in connection with this Contract within thirty (30) days of the due date thereof;

(g) The Contractor's failure to notify the Supervisor in a timely fashion of any decision, event or other change in circumstances that the Supervisor believes could adversely affect the Contractor's ability to satisfy its obligations under this Contract as soon as such decision, event or change occurs or the Contractor becomes aware that it is likely to occur;

(h) The entry of a decree or order by a court having jurisdiction adjudging the Contractor a bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, adjustment or composition of or in respect of the Contractor under the United States Bankruptcy Code or any other applicable federal or state law, or appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of or for the Contractor or any substantial part of the Contractor's property or ordering the winding up or liquidation of its affairs, and such decree or order unstayed and in effect for a period of 90 consecutive days; or the commencement by the Contractor of a voluntary case, or the institution by the Contractor of proceedings to be adjudicated bankrupt or insolvent, or the consent to the institution of bankruptcy or insolvency proceedings against it, or the filing by the Contractor of a petition or answer or consent seeking reorganization, arrangement or relief under the United States Bankruptcy Code or any other applicable federal or state law, or the consent or acquiescence by the Contractor to the filing of any such petition or the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Contractor or any substantial part of its property, or the making by the Contractor of an assignment for the benefit of creditors, or its admission in writing of its inability or its failure to pay its debts generally as they become due; or

(i) The Supervisor's breach of any of its obligations to the Contractor under this Contract.

Upon the occurrence of a Default, the non-defaulting party shall give written notice to the defaulting party describing the Default. The defaulting party shall then have thirty (30) days (five (5) days in the case of a payment default) in which to cure such Default. If the defaulting party remains in default at the end of such thirty (30) day period, the non-defaulting party may terminate this Contract without further liability to the non-defaulting party, and in the event of Contractor's failure to cure a default, the Supervisor may withhold payments to the Contractor and take such other corrective action as the Supervisor deems necessary to ensure the continuous provision of services under this Contract. Nothing contained herein shall prevent the Supervisor from pursuing any other available remedy against the Contractor, including claims for damages.

The Supervisor's failure to insist upon strict performance of any provision of this Contract, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this Contract.

1.7. Contract Termination Without Cause

The Supervisor may terminate this Contract without cause upon giving the Contractor at least ninety (90) days advance written notice, and the Contractor may terminate this Contract without cause upon giving the Supervisor at least six (6) months advance written notice.

Upon termination, the Contractor shall deliver to the Supervisor all work products, whether finished or unfinished, and supporting documentation prepared by the Contractor under this Contract, and shall provide the Supervisor immediate access to all data, files and other records that need to be transferred to the Supervisor, including all information required to permit the Supervisor to continue to utilize the TIDs for parking enforcement for the balance of the Term and for two (2) years thereafter.

1.8. Effect of Termination and Expiration

(a) Upon expiration or termination of this Contract for any reason not dealt with in subsections (b) and (c) below, the Supervisor shall pay the Contractor the unpaid amounts due for products previously delivered and accepted and work satisfactorily completed in accordance with the terms and conditions of this Contract prior to the expiration or termination date and shall have no further or additional obligation to the Contractor whatsoever.

(b) If the Supervisor terminates this Contract without cause, the parties shall negotiate an equitable termination settlement to be paid to the Contractor which will include reasonable wind down expenses. Under no circumstances will the Supervisor have any obligation to pay damages if the Contractor terminates this Contract. However, if the Contractor terminates this Contract for default, the Supervisor agrees to pay the Contractor's wind down expenses.

To be eligible for compensation under this provision, the Contractor must submit to the Supervisor invoices for payment that clearly indicate (i) the service month and applicable service fees and (ii) costs of TIDs or TID components or enhancements delivered but not yet paid for. The Supervisor shall pay the Contractor no more than the agreed upon monthly fees specified in this Contract. All compensation to the Contractor shall be subject to the appropriation of funds by the Parking Commission and the City's Board of Aldermen.

(c) If the Contractor terminates this Contract without cause, the Supervisor shall pay the Contractor the amounts due for work satisfactorily completed and TIDs or TID components or enhancements delivered in accordance with the terms and conditions of this Contract prior to the termination date and shall have no further or additional obligation to the Contractor whatsoever.

(d) Upon expiration or termination of this Contract, the Contractor shall provide the Supervisor immediate access to all data, files and records, excluding Contractor's proprietary information, confidential information and internal cost and expense related information, in whatever format they may be kept, and shall make arrangements to have all such data, files and records promptly transferred to the Supervisor or a successor contractor designated by the Supervisor; provided, however, that the Contractor shall retain ownership of all proprietary software owned by it, subject to the Supervisor's right to use such software for the period stated in Section 1.7 above. If the Contractor does not carry out the obligation under this paragraph, the Supervisor may exercise the rights granted by Section 1.2(b).

1.9. Contract Amendments

The parties may amend this Contract only by a mutual agreement in writing signed by both parties. No oral amendments are permitted. The Contractor shall be liable for all costs resulting from any specification change not properly ordered by written modification to the Contract and approved by the Supervisor.

The Supervisor may request a contract modification to add additional services or expand the scope of the Contract by issuing a written proposal to the Contractor. Within ten (10) business days after receiving the written proposal, the Contractor shall submit to the Supervisor an itemized cost proposal for the work to be performed. The Contractor shall represent that such cost reflects then-current market conditions, and the Supervisor may make such investigation as he deems appropriate to confirm such representation. If the Supervisor receives a bona fide, good faith offer from a third party to perform such work at a lower cost than proposed by the Contractor, the Supervisor shall be

free to accept such third party's proposal without terminating this Contract (or may terminate this Contract with the effect set forth in Section 1.6(b) except that there shall be no payment for wind down expenses) unless the Contractor agrees to match the third party's price. If the Supervisor accepts a third party offer, the Supervisor shall be responsible for all start-up, integration, and like fees. The Contractor's proposal may be accepted by the Supervisor or modified by negotiations between the Contractor and the Supervisor. If the parties reach agreement, they shall execute a formal written Contract amendment.

The Contractor may request a contract modification to add additional services or expand the scope of the Contract by issuing a written request to the Supervisor. This written request must define the scope of services to be provided, include a cost proposal for the work to be performed, and include any other relevant specifications related to the proposed services. The Contractor shall represent that such cost reflects then-current market conditions, and the Supervisor may make such investigation as he deems appropriate to confirm such representation. Within twenty (20) business days after receiving the written request, the Supervisor shall provide the Contractor with a notice to proceed or submit a written response to the Contractor including either proposed modifications to the request or the Supervisor's rationale for not providing notice to proceed. If the parties reach agreement, they shall execute an amendment to this Contract.

If changes in laws, regulations, parking demand or operating conditions result in a material adverse effect on parking violation revenues, enforcement activities or operating costs, either party may request a Contract amendment. The parties shall meet within twenty (20) business days after notice of such change is given to the other party to discuss equitable adjustments or other changes to adapt to the changed conditions. If the parties are unable to reach agreement through such negotiations, the disagreement shall be resolved in accordance with the dispute resolution provisions set forth herein.

1.10. Dispute Resolution

Except as otherwise provided herein, any dispute arising under this Contract shall be decided by the Supervisor. The Supervisor shall notify the Contractor of his decision, in writing, and the decision shall be final unless, within thirty (30) days from the receipt of such decision, the Contractor makes a written appeal to the Parking Commission. Such appeal shall be heard as soon as is reasonably practicable by the Parking Commission. The Contractor may present evidence and statements of applicable law in support of its appeal. Pending final decision of a dispute, the Contractor shall be bound by the Supervisor's decision.

This paragraph does not limit either party's right to pursue any remedy available at law or in equity. Every action pursuant to this Contract shall be taken in good faith, in accordance with reasonable commercial practice.

1.11. Contract Administration and Monitoring

The Parking Commission shall oversee this Contract and the Supervisor or his designee shall serve as its primary representative. In addition, the Supervisor may designate a project manager, or one or more committees composed of employees of or advisors to the Supervisor, to monitor the Contractor's performance and to review the products and services and other activities hereunder, recommend improvements, deal with any problems that might arise and otherwise assist the parties in effecting compliance with this Contract and improving the operations of the Parking Division. The Supervisor shall monitor all aspects of the Contractor's performance.

Article II. Contractor Assurances and Obligations

2.1. Contractor Assurances

The Contractor agrees to maintain the TIDs and sell and deliver TIDs, components and enhancements in conformity with the terms of this Contract and any applicable requirements set forth in the Operating Manual. From and after the effective date of this Contract, and unless and until otherwise notified in writing by the Supervisor, the Contractor shall continue to provide the all services which it was providing under the Previous Contract at the time such Previous Contract expired.

2.2. Patents and Trademarks

The Contractor represents and warrants that it is the sole owner of, or fully authorized to use, all components, products, services, processes and names to be used in the performance of this Contract and, will indemnify and hold harmless the Supervisor, the Parking Commission and the City, and their respective officers, employees, agents and representatives, from any loss, liability, cost or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright arising out of the Contractor's performance hereunder.

2.3. Product and Workmanship Standards

(a) The Contractor shall furnish all products and services hereunder consistent with generally accepted industry standards, including quality, technical accuracy, timeliness and effective coordination of all activities by the Contractor and its subcontractors, employees and agents. The Contractor shall perform all work under this Contract in conformance with the current specifications of the following standards and practices, as applicable:

- (i) Uniform Building and National Electrical Codes;
- (ii) Applicable Electronic Industries Association (EIA) Standards for electronic components, assemblies, interfaces and interconnections;
- (iii) National Electrical Manufacturers (NEMA) Standards Publication ICS - Industrial Controls and Systems;
- (iv) Applicable Instrument Society of America (ISA) standards for instruments, transmitters, and other instrumentation, equipment and documentation;
- (v) Occupational Safety and Health Act (OSHA);
- (vi) All applicable provisions of the Building Code, City of St. Louis; and
- (vii) All applicable laws of the United States, State of Missouri, and City of St. Louis.

(b) In the event of conflict among these standards, the most stringent performance standard or practice shall apply. If the Contractor secures compliance certifications for specific products or activities from an independent organization acceptable to the Supervisor (e.g., Underwriters' Laboratory) for specific products or activities before they are delivered or undertaken, such certifications shall be the applicable standard.

(c) The Contractor shall strictly comply with all applicable laws, ordinances, regulations and orders of any properly-constituted authority and shall procure all permits and licenses at its own expense.

(d) The Supervisor may reject any products or work which, in his sole and reasonable opinion, do not conform to the applicable specifications, whereupon the Contractor shall provide other products or work which do conform to the applicable specifications.

2.4. Indemnification

(a) To the fullest extent permitted by law, the Contractor hereby releases and agrees to defend, indemnify and hold harmless the City, the Parking Commission and the Supervisor, and their respective officials, employees and agents, from all liability, losses, damages, claims, actions or proceedings, including worker's compensation claims, in any way resulting from, or arising out of, the Contractor's activities under this Contract, except to the extent such losses or damages are caused by the negligence or willful misconduct of the party seeking indemnity.

(b) To the fullest extent permitted by law, the Contractor hereby releases and agrees to indemnify and hold harmless the City, the Parking Commission and the Supervisor and their agents, officials and employees, from any and all liability, losses, damages, claims, actions or proceedings, including workers' compensation claims, in any way resulting from, or arising out of, Contractor's negligent acts or omissions and intentional or willful misconduct in the performance of its activities in connection herewith, or its use or occupancy of any portion of the City's, Parking Commission's or Supervisor's facilities which was negligent or involved willful or intentional misconduct. If any indemnified party threatened is threatened with or incurs any loss, damage or expense for which such party may be entitled to be indemnified by Contractor, such party shall as a condition of the indemnity:

(i) promptly notify the Contractor of the claim and deliver to the Contractor a copy of the claim and all documents received from the third party in support of its claim; provided, however, that failure to give such notice shall not relieve the Contractor of its obligations under this Section except to the extent that the Contractor was actually and materially prejudiced by such failure;

(ii) not make any admission as to liability or agree to any settlement or compromise of the claim without the Contractor's prior written consent;

(iii) give the Contractor express authority to conduct all negotiations and litigation, and to settle litigation, arising from such claim; and

(iv) provide the Contractor with such available information and reasonable assistance as may reasonably be required to assess, respond to and, if necessary, litigate or settle the claim.

If, after thirty (30) days from notice of a claim, the Contractor has not notified the Supervisor that the Contractor will undertake to settle, compromise or litigate such claim, the Supervisor may pay, litigate or settle such claim. Upon the Contractor's receipt of proof of any payment, indemnity shall immediately be due and payable in full. The parties shall cooperate with each other in resolving or attempting to resolve any claim.

(c) This section is applicable to all claims of every kind, including claims for equitable relief or for damages, losses, injuries, fines, penalties and expenses. Expenses shall include all costs incurred by the party seeking indemnity in connection with investigating any claim or defending any action, and reasonable attorney's fees and expenses. The Contractor expressly understands and

agrees that any insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the Contractor's responsibility to release, indemnify, keep and save harmless and defend the City, the Parking Commission and the Supervisor, and their respective agents, officials and employees, as herein provided. Neither the City, the Parking Commission nor the Supervisor shall be liable to the Contractor, nor shall the Contractor be liable to the City, the Parking Division or the Supervisor, for any consequential, indirect, special or punitive damages.

Article III. Compensation and Other Fiscal Issues

3.1. Maintenance Service Fees

The Supervisor will pay the Contractor for its maintenance services hereunder a monthly service fee of \$1,420 per month, in arrears. At the end of each calendar year, this fixed monthly fee will be increased or decreased by an amount equal to the change in the Consumer Price Index (CPI) during such year, except as modified below. For purposes of calculating the amount payable to the Contractor, the change in the CPI means the increase or decrease (if any) in the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for all Urban Consumers (CPI-U) for the St. Louis area during the 12-month period beginning January 1 of the year before the year for which the fee is being calculated and ending the following December 31.

Notwithstanding the above, during the first three years of this Contract, there will be no CPI adjustment to the fee if (1) the City initiates a furlough program or the Board of Aldermen does not approve a cost of living increase due to budgetary constraints, and/or (2) the annual change in the CPI is not 1.75 percent or greater. The annual CPI adjustment shall not exceed three percent for any single year.

3.2. Payment Process and Schedule

The Contractor shall submit monthly invoices for TID maintenance and support services (as adjusted for any changes in the number of TID units) plus any amounts due for parking ticket stock and envelopes ordered and received by the Supervisor. Each invoice shall be itemized and accompanied by supporting documentation in accord with the Supervisor's requirements. The Supervisor shall pay such invoice within thirty (30) calendar days of receipt and approval of the corresponding documentation.

All payments due the Contractor from the Supervisor are subject to annual appropriation. If the Contractor fails to comply with any terms or conditions of this Contract, or fails in any manner to provide the products, materials or services agreed to herein, the Supervisor may withhold any payment until the Supervisor is satisfied that corrective action has been successfully completed.

3.3. Performance Credits

The Contractor hereby guarantees that certain aspects of its performance will meet the performance targets specified herein or the Minimum Standards, if any, established for specific products or services as set out in the applicable section of the Operating Manual, as such standards may be amended from time to time by mutual agreement of the parties. Each of the services which are subject to this guarantee will be tested by the Contractor promptly following the end of each month and the results of such testing shall be certified by the Contractor and delivered to the Supervisor. Such results shall be subject to audit by or for the Supervisor in his discretion. If the Contractor fails to meet any of the Minimum Standards it shall pay or credit to the Supervisor the

appropriate penalty. If for any reason this Contract is not in effect for a full calendar month, the penalties shall be pro rated on a daily basis for the period this Contract is in effect.

Article IV. Other Contract Provisions

4.1. Work Products and Dissemination of Information

All work products that result from the Contractor's services under this Contract shall be delivered to the Supervisor and become the sole and exclusive property of the Supervisor, after final payment is made to the Contractor. The Contractor shall not release, transmit or disseminate any information associated with the work performed under this Contract without the prior written consent of the Supervisor. For purposes of this provision, "work product" means any report, recommendation, paper, presentation, drawing, demonstration or other materials, regardless of form, pertaining to work performed under this Contract. Nothing contained herein shall require or be construed to require the Contractor to transfer its technology or intellectual property to the Supervisor.

The Contractor shall maintain all business records in such a manner as will readily conform to the terms of this Contract and shall make such records available, at the Contractor's office, at all reasonable times during the contract term and for two (2) years after final payment, for inspection or audit by the Missouri State Auditor, the City or any duly authorized representative of the City. Business records means any books, documents, papers, account records or other materials, regardless of form, belonging to the Contractor and pertaining to work performed under this Contract.

4.2. Proprietary and Confidentiality Issues

Neither party shall disclose any details about this Contract to any other party, except as may be otherwise permitted herein or required by law, without the prior written consent of the other party. The parties shall take all necessary measures to protect the security and confidentiality of all information regarding this Contract which is not a matter of public record under Missouri law. No party shall release proprietary or confidential information without the prior written approval of the other parties. The Contractor shall use no materials or other information of any kind obtained from the Supervisor other than in the performance of this Contract, except that the Contractor may publicize its role for marketing purposes. The provisions of this paragraph shall survive the termination of this Contract.

The TID's software and implementation methodology is subject to the Contractor's proprietary rights. Such methodology embodies trade secrets and other proprietary information belonging to the Contractor. The Supervisor will not disclose any portion of the TID's software or implementation methodology to a third party without the prior written consent of the Contractor. The Supervisor's providers are "third parties" as used herein. The location of all copies of the software will be reported to the Contractor at the Contractor's request. The Supervisor shall not create or attempt to create, nor permit or assist others to create, the source code or source program or object code, by means of duplication, the making of a derivative work, by reverse engineering or by any other means, of any software or TID's provided under this Contract except as otherwise provided in Section 1.2(c). All TID and software designs, data, materials, and all copyrights, patents, and any other proprietary rights arising in connection with this Contract and the software supplied hereunder, whether by the Supervisor, or as modifications, enhancement or customization, regardless by whom any item or right is created, shall be the sole and exclusive property of the

Contractor; provided, however, that the Contractor shall make all such rights available to the Supervisor without charge for a period of three (3) full years after the expiration or termination of this Contract to permit the Supervisor access to data and records for matters that may be open, in litigation, on appeal, subject to audit or for other reasons.

The Supervisor shall maintain each item of software to which the Contractor retains title and proprietary rights free and clear of all claims, liens and encumbrances except the license granted to the Supervisor hereunder. The Contractor shall retain title to all modifications or enhancements to software which are made with the assistance of Contractor, and the use by the Supervisor shall be under the same terms as herein stated. The modified software and the source code so modified shall nonetheless remain subject to all terms of this Contract with respect to such software. No modification shall create in the City, the Parking Commission or the Supervisor any right of ownership, as modified or not, in the software.

4.3. Miscellaneous Terms

(a) Successors and Assigns. Except as otherwise provided in this Contract, the Contractor shall not assign this Contract or any rights hereunder (and any such attempted assignment without the prior written consent of the Supervisor shall be null and void and of no force and effect and shall be a Default) or delegate any obligations hereunder without the prior written consent of the Supervisor. A change in ownership of the Contractor within the Professional Account Management, LLC corporate group shall not be considered an assignment for purposes of this paragraph, but the Contractor shall promptly notify the Supervisor of any such change in ownership. For purposes hereof a change in ownership means any transaction, regardless of form, by which all or substantially all of the voting securities of the Contractor, or all or substantially all of the Contractor's operating assets, are acquired directly or indirectly by a party (or group of parties, acting together) who or which is not the direct or indirect owner thereof as of the date of this Contract. For purposes of this provision, the word "party" means any individual, corporation, trust or other entity of any kind whatsoever, regardless of legal form. The Contractor is authorized to enter into subcontracts with other firms to perform services with the Supervisor's prior written approval, in which case the Contractor shall be entirely responsible for the satisfaction of all obligations created by such subcontract and the Supervisor shall have no obligation of any kind whatsoever to the subcontractor. The execution of a contract between the Contractor and a subcontractor shall not be deemed to establish any privity between the Supervisor and such subcontractor.

(b) Governing Law; Jurisdiction. This Contract shall be construed and enforced under and in accordance with the laws of the State of Missouri, without giving effect to conflicts of laws principles. The Contractor irrevocably consents to the exclusive jurisdiction of the state and federal courts located in the City in any suit, action or proceeding arising out of or related to this Contract, and irrevocably waive, to the fullest extent permitted by law, any objection it may now or hereafter have to the laying of venue of any such suit, action or proceeding brought in any such court and any claim that such suit, action or proceeding has been brought in an inconvenient forum.

(c) Expenses. Each of the parties shall pay its own expenses in connection with this Contract and the transactions contemplated hereby, including, without limitation, any legal and accounting fees.

(d) Severability. If any provision of this Contract, or the application thereof, is held to be invalid or unenforceable (i) the parties will attempt to substitute a valid and enforceable provision in

order to carry out the intent and purpose of the invalid or unenforceable provision; and (ii) the remainder of this Contract shall not be affected by such invalidity or unenforceability.

(e) Independent Contractor. The Contractor is an independent contractor and not an employee or agent of the City, the Parking Commission or the Supervisor. Neither the City, the Parking Commission nor the Supervisor shall be liable to the Contractor or any of its employees or subcontractors for any benefits or coverage under the Workers' Compensation Law of the State of Missouri, and no one employed by the Contractor shall be considered an employee of the City, the Parking Commission or the Supervisor for the purpose of Workers' Compensation, unemployment compensation or any other employment benefits provided by the City, the Parking Commission or the Supervisor to any employees, including, but not limited to, vacation time, sick or other paid leave, health insurance or retirement benefits.

(f) Approval and Recording. This Contract shall not be effective or binding on the Supervisor until it has been fully executed by all of the persons whose names appear on the signature page. Upon its full execution and delivery, this Contract, or a memorandum hereof, will be recorded in the Public Registry of the City.

(g) Force Majeure. Neither party shall be in default or otherwise in breach of this Contract as a result of delays in performance or failure or inability to perform for reasons beyond their respective control, including, but not limited to, war, embargo, insurrection, natural disaster, riot, act of God or the public enemy, act of terrorism, strike, labor disturbance, or compliance with federal, state, or local law or regulation, but if any such delay continues for ninety (90) days, then either party shall have the option to terminate this Contract. Upon the occurrence of any such force majeure event, the affected party shall give written notice to the other party as soon as practicable, specifying the nature and anticipated duration of the force majeure event and its recovery plan for restoring services or otherwise resuming performance, provided, that if the parties are unable to agree on a recovery plan within thirty (30) days of the force majeure event, either party may terminate this Contract without cause with the effect stated in Section 1.7(b) or (c), as applicable.

(h) Notices. All notices, requests, demands and other communications under this Contract shall be in writing and shall be deemed to have been duly given (i) on the date of service if served personally on the party to whom notice is to be given, (ii) on the day of transmission if sent via facsimile transmission or email to the facsimile number or email address, as applicable, given below, and telephonic or electronic confirmation of receipt is obtained promptly after completion of transmission, (iii) on the day after delivery to Federal Express or similar overnight courier or the Express Mail service maintained by the U.S. Postal Service or (iv) on the fifth day after mailing, if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed, to the party as follows:

For the Supervisor	For the Contractor
City of St. Louis Treasurer's Office Room 220, City Hall St. Louis, Missouri 63103 Attn: Treasurer	Professional Account Management, LLC 633 West Wisconsin Avenue, Suite 1600 Milwaukee, Wisconsin 53203 Attn: President/CEO
With a copy to the above address, Attn: Fiscal Section	

Either party may change its address for notices by giving the other party written notice of its new address in the manner set forth above.

(i) Interpretation. In the case of a conflict between the various terms and conditions herein, the more particular shall prevail over the general and the more stringent or higher standard shall prevail over the less stringent or lower standard.

(j) Amendments; Waivers. This Contract may be amended or modified, and any provision hereof, or a breach of any provision, may be waived, only by a written instrument executed by the parties, or in the case of a waiver, by the party waiving compliance. Either party's failure to insist on strict performance of any provision hereof, or to exercise any right based on a breach hereof or a Default, or the acceptance of any performance during such breach or Default, shall not constitute a waiver of any rights such party may have. No waiver in any one instance shall be deemed to be a continuing waiver, and no waiver of any one default shall constitute a waiver of any subsequent or other default.

(k) Public Announcements. No party hereto shall issue any press release or public announcement concerning this Contract without the prior written approval of the other party unless a press release or public announcement is required by law, in which case the disclosing party agrees to give the nondisclosing party or parties prior notice and an opportunity to comment on the proposed disclosure.

(l) Entire Agreement. This Contract contains the entire understanding between the parties with respect to the transactions contemplated hereby and supersedes and replaces all prior and contemporaneous agreements and understandings, oral or written, with regard to such transactions. The Operating Manual is an integral part of this Contract. In case of a conflict or inconsistency between the text of this Contract and the Operating Manual, the text of this Contract shall take precedence over the Operating Manual.

(m) Section and Paragraph Headings. The section and paragraph headings in this Contract are for reference purposes only and shall not affect the meaning or interpretation of this Contract.

(n) Execution in Counterparts; Electronic Storage. This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original for all purposes; and all such counterparts shall together constitute but one and the same instrument. The parties agree that transactions under this Contract may be conducted and related documents may be received or stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action, or suit in the appropriate court of law.

(o) Existing Procedures. This Contract is an extension with modifications of the Previous Contract. In the course of performance under such Previous Agreement, the parties developed operating procedures and techniques for the various services performed by the Contractor and functional requirements for the Contractor's equipment and systems, and modified these from time to time as circumstances required. All of such procedures, techniques and functional requirements in effect immediately before the effective time of this Contract are incorporated herein by this reference except to the extent changed by this Contract or the Operating Manual and shall remain in full force and effect unless and until subsequently modified by mutual agreement of the

parties or as otherwise expressly provided herein. For the avoidance of doubt, the parties agree that the terms and conditions of the Previous Contract will have no effect and will not be binding upon the Effective Date of this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract in duplicate the day and year first above written.

SUPERVISOR OF PARKING METERS

Larry C. Williams

**PROFESSIONAL ACCOUNT
MANAGEMENT, LLC**

By: _____

**PARKING COMMISSION OF THE
CITY OF ST. LOUIS, MISSOURI**

By: _____
Larry C. Williams, Supervisor of
Parking Meters

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