

Master Services Agreement

This Master Services Agreement is made on July 1, 2022 (the "Effective Date"), between **Sensys Gatso USA, Inc.**, a Delaware corporation with a principal business address at 900 Cummings Center, Suite 316-U, Beverly, MA 01915 ("Sensys Gatso") and the **City of Cedar Rapids**, an Iowa municipal corporation with a principal business address at 101 1st Street SE, Cedar Rapids, IA 52401 (the "Customer").

WHEREAS, Customer wishes to retain the business and technology services of Sensys Gatso (the "Services") as set forth in this Master Services Agreement (the "Agreement") and in one or more attachments, incorporated herein by reference (each a "Service Attachment") to facilitate the detection, issuance and/or processing of violations of one or more of Customer's traffic law or code enforcement programs (each a "Program"); and

WHEREAS, in connection with each Service, Sensys Gatso agrees to provide the Services and the equipment described in a Service Attachment ("Equipment"); and

WHEREAS, Sensys Gatso also agrees to provide Customer with access to certain proprietary software and technology (the "System") and associated back-end processing of notices issued to registered owner(s) of vehicles determined to be violating a Program (each a "Notice of Violation"), pursuant to the terms of this Agreement;

NOW THEREFORE, the parties mutually agree as follows:

1. AGREEMENT TERM; TERMINATION

- 1.1. Initial Term; Extensions. The Agreement shall commence on the Effective Date and continue for a period of five (5) years ("Initial Term"). The parties may agree to extend this Agreement for an additional two (2) year extension which will commence on the fifth anniversary of the Effective Date. Such an extension must be mutually agreed upon in writing no later than ninety (90) days prior to the termination of the Initial Term. In addition, the Customer shall have the right, at any time and at the exercise of its sole discretion, to extend this Agreement, including the Initial Term and such a two (2) year additional period if agreed upon, by no more than two, two (2) year optional extensions, which option may be exercised either individually or both at the same time. Notice of the exercise of such an optional extension must be given by the Customer in writing no later than ninety (90) days prior to the termination of the term during which the option may be exercised.
- 1.2. Termination by Agreement. This Agreement may be terminated at any time by the mutual written agreement of Sensys Gatso and Customer.
- 1.3. Termination for Cause. Either party may terminate this Agreement or any Service Attachment, as applicable, for cause if the other party has breached its obligations under the Agreement or the applicable Service Attachment provided. In the event of a termination under this Section 1.3, the terminating party must provide sixty (60) days advance written notice to the other party of its intent to terminate, which notice must include the reasons for the termination. The notice must provide the other party with an opportunity to cure the breach during the sixty (60) day period following receipt of the notice. However, if the nature of such default is such that it cannot reasonably be cured within such period, the party required to cure shall be deemed to have cured such default if within such period such party commences performance thereof and thereafter diligently prosecutes with proof the same to completion.

- 1.4 Termination by Sensys Gatso due to Change in Law. Sensys Gatso may terminate this Agreement or any Service Attachment by giving Customer not less than ninety (90) days' prior written notice if (a) applicable law is amended, or a federal or state agency adopts a rule or other requirement, to prohibit or substantially restrict the operation of automated traffic law or code enforcement systems described in a Service Attachment, including the Equipment and System being provided by Sensys Gatso; or (b) any court of competent jurisdiction rules that the System, or other similar systems, violates applicable law or cannot otherwise be used to enforce Notices of Violation (each of (a) and (b) is a "Change in Law"). Notwithstanding the foregoing, Sensys Gatso or Customer may, following Sensys Gatso's notice of termination under this Section 1.4, choose to immediately suspend the Services described in such Service Attachment, upon the effective date of such Change in Law.

Notwithstanding the foregoing, Sensys Gatso shall not terminate this agreement or any service attachment due to Change in Law until (1) legal action involving the customer related to Change in Law has been resolved; or (2) in the case of a Change of Law that substantially restricts the operation of automated traffic law or code enforcement systems, but does not prohibit such systems, until the Parties have had a reasonable opportunity to confer in good faith regarding mutually acceptable amendments to this Agreement or the Services to permit the continued operations of the Services.

- 1.5. Termination by Customer for Convenience. Customer may terminate this Agreement or a Service Attachment at its convenience by giving Sensys Gatso not less than ninety (90) days' prior written notice. If Customer terminates this Agreement, or any Service Attachment, for convenience, Customer shall pay Sensys Gatso the termination for convenience fee, if any, set forth in each applicable Service Attachment (the "Termination Fee"). Any Termination Fee must be paid within thirty (30) days after the Effective Date of Termination.
- 1.6. Effect of Termination or Expiration. On the termination date or on the first day after any other date of termination or expiration of this Agreement ("Effective Date of Termination"), the Services shall immediately cease. The following Sections of the Agreement shall survive any termination or expiration of the Agreement: 1.6 (Effect of Termination), 1.7 (Removal of Equipment), 2.1 (Service Fees), 3.8 (Storage of Violation Data), 4.2 (Cooperation), 5.3 (Indemnification Obligations), 5.6 (Applicable Law; Jurisdiction and Venue), and 5.16 (Notices). Notwithstanding the foregoing, unless otherwise prohibited by law, Sensys Gatso will continue to provide customer service team coverage for ninety (90) days after the "Effective Date of Termination" and shall process Program violations detected or issued pursuant to this Agreement prior to the Effective Date of Termination until such violation is dismissed by Customer, payment is made, or judgment is entered by a court.
- 1.7. Removal of Equipment. Within forty-five (45) days following the Effective Date of Termination, Sensys Gatso shall retrieve all Equipment from Customer. Customer shall not charge any storage fees for the Equipment during this period. Sensys Gatso shall be responsible for obtaining any permits required to remove equipment from appropriate agencies. Customer shall agree to waive any permit fees that would be paid to Customer which Customer is legally permitted to waive.

2. COMPENSATION

In consideration for the Services, Customer shall pay Sensys Gatso as follows:

2.1. Service Fees. Customer shall pay Sensys Gatso all fees set forth in one or more Service Attachments (the "Service Fees") within forty-five (45) days from the date of invoice therefore.

2.2. Service Fees Payment.

2.2.1. Invoicing. Sensys Gatso shall invoice the Customer for service fees within the first three (3) business days of the month for the citations paid during the previous month. Payment terms are forty-five (45) days net from the date of invoice. Each invoice shall state the total quantity of citations collected and service fees owed to Sensys Gatso.

2.2.2. Fees are Sole Compensation. Except as explicitly set forth in a Service Attachment, the Service Fees, any Termination Fees, and any Credit Card Convenience Fees, as defined in Section 3.6, shall be Sensys Gatso's sole compensation for the Services. Sensys Gatso shall remain responsible for all costs and expenses associated with the supply, installation, commissioning, operation, maintenance, repair, replacement, and removal of the Equipment and maintenance of the System unless otherwise set forth in this Agreement or a Service Attachment.

3. SCOPE OF SERVICES

3.1. Sensys Gatso Project Manager. Sensys Gatso will designate one Sensys Gatso employee as Customer's principal contact at Sensys Gatso ("Sensys Gatso Project Manager"). Sensys Gatso reserves the right to replace the employee designated as the Sensys Gatso Project Manager at its discretion. In the case Sensys Gatso designates a new employee as the Sensys Gatso Project Manager, it will give Customer written notice of the new employee's name and contact information. The Sensys Gatso Project Manager shall be generally available between 0800 hours and 1700 hours (CST) Monday through Friday (excluding holidays) by phone and/or e-mail. Sensys Gatso will also provide customer with a dedicated "hotline" number for emergencies situations. The Customer's principal contact is designated to address all other Client needs. Phone calls or e-mails shall be returned by the Sensys Gatso Project manager or a Sensys hotline support team member within one (1) hour for all equipment and software related issues that have resulted or will result in degraded or cessation of operation. All other phone calls or e-mails shall be returned within one (1) business day.

3.2. Services; System Operation. Sensys Gatso shall perform the Services in accordance with the Business Rules, as defined in Section 4.4. Sensys Gatso shall operate the System on a continuous, 24-hour basis, seven (7) days per week, except for reasonable scheduled and unscheduled downtime, and Force Majeure as set forth in Section 5.10. Sensys Gatso shall notify the Customer two (2) business days prior to any scheduled downtime in writing. The System shall utilize commercially reasonable security protocols and shall be accessible by end-users employed by the Customer, and, to the extent required to provide the Services, the general public, over the internet through supported web browsers.

3.3. System Upgrades. In the event Sensys Gatso makes upgrades to the software or related performance capabilities of the System generally available to other customers, Sensys Gatso will provide such upgrades without charge to Customer. This Section 3.3, shall not, however, entitle Customer to receive any additional Services or Equipment other than those described in the Service Attachment.

3.4. Customer Personnel Training. On days and at times agreed by the parties, Sensys Gatso will provide

training to Customer personnel designated by Customer with respect to accessing and using the System. Sensys Gatso may make available to Customer certain written materials to support Customer personnel use of the System (the "Training Materials").

- 3.5. Notices of Violation. Except for Notices of Violation issued by Customer personnel at the time of violation, Sensys Gatso shall issue a Notice of Violation to the registered owner(s) of each vehicle identified by Customer personnel as described in a Service Attachment, in a form and manner approved by Customer. With respect to any registered owner(s), who has not paid a Notice of Violation in a timely manner, Sensys Gatso shall send additional notices thereafter as further described in a Service Attachment.
- 3.6. Payment Methods; Telephone Support. Sensys Gatso shall provide the registered owner(s) or designated violator the opportunity to pay or request to contest a Notice of Violation using one of the following methods: web, telephone, and mail. To the extent permitted by applicable law, Sensys Gatso may pass through to registered owners any reasonable credit card convenience fees imposed upon Sensys Gatso by its suppliers for violations paid by credit card ("Credit Card Convenience Fee"). Registered owners may remit payment to Sensys Gatso by mail in the form of a money order or check drawn upon a U.S. bank in order to avoid paying the Credit Card Convenience Fee. Customer shall have no obligation for the payment of any Credit Card Convenience Fee. Additionally, Sensys Gatso will maintain a toll-free telephone number for registered owners to discuss Notices of Violation and make payments, with hours of 8:00 a.m. to 5:00 p.m. (Eastern) Monday through Friday, not including state and federal holidays. Sensys Gatso shall respond to customer inquiries or questions within one business day.
- 3.7. Deposit of Fines. Sensys Gatso will collect Notice of Violation fines from those who voluntarily pay and shall have authority to receive such payments and endorse checks, drafts, money orders and other negotiable instruments which may be received in payment on Customer's behalf. Sensys Gatso will place such amounts in a separate account with a banking institution approved by Customer ("Master Account"). The Master Account shall be established in a manner which permits: (a) funds to be swept to a Customer-designated bank account by Sensys Gatso; and (b) for Customer to have viewing rights to the Master Account. Sensys Gatso will sweep Notice of Violation fines from the Master Account to the Customer-designated bank account weekly.
- 3.8. Storage of Violation Data. Sensys Gatso will store all violation data for seven (7) years after payment or final adjudication of such violation or such longer period as required by applicable law. Customer shall have reasonable access to the violation data during the storage period.
- 3.9. NLETS Requirements. All authorized Sensys Gatso or subcontractor personnel reviewing vehicle information database or other program obtained via the National Law Enforcement Telecommunications System ("NLETS") on behalf of Customer shall comply with all applicable federal and state laws and all NLETS requirements. Without limiting the foregoing, Sensys Gatso expressly acknowledges the restrictions imposed by Driver Privacy Protection Act and shall comply therewith.
- 3.10. Reports. The System shall include functionality that permits Customer to run reports with regard to the functioning of the System, including but not limited to the number of Notices of Violation issued and paid, the aggregate amounts paid by registered owners or designated violators, the number of contested Notices of Violation, the amount of scheduled and unscheduled downtime of the System, and such other data as set forth in a Service Attachment or reasonably requested by Customer.

3.11. Public Awareness. Sensys Gatso shall assist and support Customer's efforts in public education and awareness programs, by providing information including, but not limited to, violation statistics and violation statistic improvements. Sensys Gatso shall provide Customer with a pamphlet that Customer may reproduce and distribute to Customer residents (each a "Pamphlet"). The Pamphlet, which may be customized to include branding provided by Customer, shall include a description of the operation of the System in non-technical terms.

3.12. Insurance. Sensys Gatso shall, during the Term of this Agreement, maintain insurance coverage in at least the minimum amounts set forth in Exhibit A to the Master Services Agreement.

4. CUSTOMER RESPONSIBILITIES

4.1. Customer Project Manager. Customer will designate one Customer employee as Sensys Gatso's principal contact at Customer ("Customer Project Manager"). Customer reserves the right to replace the employee designated as the Customer Project Manager at its discretion. In the case Customer designates a new employees as the Customer Project Manager, it will give Sensys Gatso written notice of the new employee's name and contact information.

4.2. Cooperation. Customer will cooperate with Sensys Gatso during all aspects of the planning, installation, implementation, and operation of the Equipment and the System and perform any other Customer obligations set forth in this Agreement and in any Service Attachments attached hereto.

Customer shall: (a) keep all Equipment and Systems in its possession free of all security interests of any kind whatsoever, including liens, encumbrances and claims; (b) not remove or have removed any identification marks applied to the Equipment by Sensys Gatso or the manufacturer; (c) use the Equipment and the System with due care and in conformity with all applicable laws; and (d) not modify the Equipment or the System in any way.

4.3. Access to Information Services. To the extent required by NLETS or other data provider agreed by the parties, Customer will provide written authorization (in a form reasonably acceptable to Customer) for Sensys Gatso to perform motor vehicle ownership inquiries on behalf of Customer.

4.4. Business Rules. Customer will establish and document certain Program parameters as reasonably requested by Sensys Gatso (the "Business Rules"). Customer will provide Sensys Gatso with at least thirty (30) day's written notice of any proposed change to the Business Rules unless the changes requested are required by a Change in Law impacting the operation of the program. Business Rules shall be deemed Program Data, as defined in Section 5.2.1.

4.5. Collection of Unpaid Fines. For any Services for which Sensys Gatso is compensated based on Notices of Violation fines or other fees paid by violators, Customer may take collections action against those registered owner(s) or designated violator(s) that fail to pay a Notice of Violation as set forth in Section 3.5. Should the Customer discontinue collections for a duration of one hundred twenty (120) days, except due to a Change in Law, Customer and Sensys Gatso agree to the fee structure set forth in Section 1.3 of the Service Attachment

5. GENERAL PROVISIONS

5.1. Representations and Warranties.

5.1.1. Sensys Gatso represents and warrants that at all times during the Term:

- a) it has the independent legal authority to enter into the Agreement and any Service Attachment;
- b) the Equipment will conform with all written specifications provided by Sensys Gatso to Customer;
- c) the Equipment will conform with the intended purpose and use it was designed for;
- d) the Services described herein will be performed in a professional manner with due care and skill;
- e) it will perform the Services in compliance with all applicable federal, state, and local laws including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification including without limitation the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq*;
- f) it is not barred by law from contracting with Customer or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Department of Revenue in the state in which Customer is located unless Sensys Gatso is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or (ii) any finding of recovery made against Sensys Gatso by the Auditor of such state;
- g) the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to Customer prior to the execution of this Agreement and that this Agreement is made without collusion with any other person, firm, or corporation; and
- h) neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specifically Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specifically Designated National and Blocked Person. Sensys Gatso further represents and warrants to Customer that Sensys Gatso and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specifically Designated National and Blocked Person.

5.1.2. Customer represents and warrants that at all times during the Term:

- a) it has the independent legal authority to enter into the Agreement and that it has complied with

any and all applicable federal, state, and local procurement requirements in connection therewith;

b) it has the legal right to grant the licenses set forth in Section 5.2.3; and

c) it will establish Business Rules, and utilize the Services and the System, in compliance with all applicable federal, state and local laws.

5.2. Ownership; Licenses.

5.2.1. Program Data. Customer shall retain all right, title and interest in and to any information, data, study findings, or report content created by Sensys Gatso related specifically to the Program or its operation ("Program Data"). Customer grants to Sensys Gatso: (a) a non-exclusive, worldwide, royalty-free, fully paid up, sub licensable, non-transferrable right and license during the Term to copy, distribute, display and create derivative works of and use Program Data solely to perform the Services; and (b) a perpetual, irrevocable, non-exclusive, worldwide, royalty-free, fully paid up, right and license to use Program Data solely in an aggregated, de-identified or anonymized format such that Customer, its personnel and violators are not identified, in order to evaluate and enhance Sensys Gatso's systems and services. Sensys Gatso and its affiliates may identify Customer as an entity utilizing the Services and the System in its marketing materials, including but not limited to its website and proposals to perform the same or similar Services for others, without the prior written consent of Customer.

5.2.2. Program Materials. Sensys Gatso shall retain all right, title and interest in and to any information, data, software (including with respect to any System integration performed by or on behalf of Sensys Gatso), templates, studies, reports or other documents, including Training Materials, Pamphlets, and other materials used generally by Sensys Gatso in performing services for its clients ("Program Materials"). Sensys Gatso grants to Customer a non-exclusive, royalty-free, fully paid up, non-sub licensable, non-transferrable right and license during the Term to create a limited number of copies, distribute, display and create derivative works of and use, Program Materials solely by its authorized personnel for Customer's internal use in connection with the Services.

5.2.3. Customer Marks. Customer hereby grants to Sensys Gatso and its affiliates a non-exclusive, non-transferable, sub licensable, license during the Term to use, reproduce, display, and distribute the Customer name, seal, logo, domain name and other marks owned or controlled by Customer ("Customer Marks") solely in connection with the Program Materials and as otherwise required in connection with the performance of the Services. Sensys Gatso will provide Customer the opportunity to review and approve all uses of the Customer Marks. Notwithstanding the foregoing, Sensys Gatso and its affiliates may identify the Customer as an entity utilizing the Services in its marketing materials, including but not limited to its website and proposals to perform the same or similar services for others, without the prior written consent of Customer. Nothing in this Agreement grants the Customer any right to use the name, logo or other marks of Sensys Gatso or its affiliates except as incorporated in Program Data and Program Materials, or otherwise with the prior written consent of Sensys Gatso.

5.3. Indemnification Obligations.

5.3.1. Sensys Gatso shall indemnify, defend, and hold harmless the Customer and its elected officials, officers, employees, agents, attorneys, representatives, and permitted assignees and all persons acting by, through, under, or in concert with them (the Customer Indemnitees) from and against any and all losses that may be imposed on or incurred by the Customer Indemnitees arising out of or in any way related to:

- a) any material representation, inaccuracy, or breach of any covenant, warranty, or representation of Sensys Gatso contained in this Agreement.
- b) negligence or misconduct of Sensys Gatso or its employees, contractors, or agents that results in bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the negligence or misconduct of any Customer Indemnitee; or
- c) any claim, action, or demand not caused by the Customer's failure to perform its obligations under this Agreement.

5.3.2. Notwithstanding anything to the contrary in this Agreement, neither Sensys Gatso nor the Customer will be liable to the other, by reason or any representation or express or implied warranty, condition, or other term or any duty at common or civil law, for any lost profits or any indirect, incidental, or consequential damages however caused.

5.3.3. In the event any claim, action, or demand (collectively a "Claim") in respect of which the City seeks indemnification from Sensys Gatso, the Customer must give Sensys Gatso written notice of such Claim promptly after the Customer first becomes aware of it. Sensys Gatso will have the right to choose counsel to defend against the Claim (subject to approval of such counsel by the Customer, which approval may not be unreasonably withheld, conditioned, or delayed) and to control and settle the Claim. The Customer will have the right to participate in the defense at its sole expense.

5.4. Relationship between Sensys Gatso and Customer. Sensys Gatso is an independent contractor. This Agreement does not create, and nothing in this Agreement may be deemed, construed, or applied to create a partnership, joint venture or the relationship of principal and agent or employer and employee between the parties. Further, This Agreement does not permit either Party to incur any debts or liabilities or obligations on behalf of the other Party, except only as specifically provided herein.

5.5. Assignment; Successors and Assigns. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Sensys Gatso further reserves the right to use third party contractors to fulfill its obligations to provide certain Services provided that Sensys Gatso shall be responsible for the performance of such subcontractors in accordance with the terms of this Agreement. The Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns

5.6. Applicable Law; Jurisdiction and Venue. This Agreement is governed by and construed in all respects in accordance with the laws of the state in which Customer is located, without regard to any conflicts of laws

rules. Any lawsuit arising out of or in connection with this Agreement must be filed in a state or federal court of competent jurisdiction and venue in the state in which Customer is located, and both parties specifically agree to be bound by the jurisdiction and venue of such courts.

- 5.7. Compliance with Laws. Sensys Gatso must provide and perform all services under this Agreement in compliance with, and Sensys Gatso agrees to be bound by, all applicable federal, State of Iowa, and local laws including without limitation the Fair Labor Standards Act; any statutes regarding affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification including without limitation the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 *et seq* 5.3.6. Not Barred; No Collusion. Sensys Gatso hereby represents that it is not barred by law from contracting with the Customer or with any other unit of the state or local government as a result of (a) a delinquency in the payment of any tax administered by the Iowa Department of Revenue unless Sensys Gatso is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or amount of the tax.
- 5.8. Disclosure of Interested Persons. Sensys Gatso hereby represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Customer prior to the execution of this Agreement and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Sensys Gatso, in procuring this Agreement, has colluded with any other person, firm, or corporation, then Sensys Gatso will be liable to the Customer for all loss or damage that the Customer may suffer thereby, and this Agreement will be null and void, at the Customer's option.
- 5.9. Patriot Act Compliance. Sensys Gatso represents and warrants that to the Customer that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. Sensys Gatso further represents and warrants to the Customer that Sensys Gatso and its principals, shareholders, members, partners, or affiliates, as applicable, are not directly or indirectly, engaged in, and are not facilitating the transactions contemplated by this Agreement on behalf of any person or entity name as a Specially Designated National and Blocked Person. Sensys Gatso hereby agrees to defend, indemnify, and hold harmless the Customer, its corporate authorities, and all Customer appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs arising from or related to any breach of the foregoing representations and warranties.
- 5.10. Force Majeure. Neither party shall be liable for delays in the performance of its obligations hereunder to the extent due to a Force Majeure Event or the negligence or misconduct of a third party. "Force Majeure Event" means conditions or other circumstances, such as acts of God that: (a) were not foreseen, and could not have been reasonably foreseen, but the party obligated to perform, (b) are beyond the control of the party obligated to perform, and (c) materially hinder or interfere with the ability of the party obligated to perform to complete performance; provided, however, that no such condition or circumstance will be a Force Majeure Event if it is the result of the fault, negligence, or material breach of this Agreement by the party obligated to perform. Examples of Force Majeure events include wars, floods, strikes and labor disputes, unusual delays in transportation, epidemics, earthquakes, severe adverse weather conditions not reasonably anticipated, and delays in permitting.

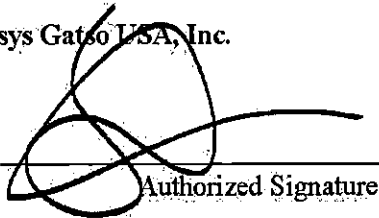
- 5.11. Escalation Procedure. The following procedure will be followed if resolution of a conflict arising during the performance of this Agreement is required:
- 5.11.1. When a conflict arises between Customer and Sensys Gatso, the project team members will first strive to work out the problem internally.
 - 5.11.2. If the project team cannot resolve the conflict within five (5) business days, the Customer Project Manager identified pursuant to Section 4.1 and the Sensys Gatso Project Manager identified pursuant to Section 3.1 will confer to resolve the issue.
 - 5.11.3. If the conflict is not resolved within five (5) business days after being escalated to the Project Managers, a senior executive of Sensys Gatso will confer with a senior level administrator for Customer within five (5) days to resolve the issue.
 - 5.11.4. If no resolution is reached pursuant to Section 5.8.3, the parties may mutually agree to terminate the Agreement pursuant to Section 1.2 or seek any available legal or equitable remedies.
 - 5.11.5. During any conflict resolution as described in this Section 5.11, Sensys Gatso agrees to provide the Services relating to items not in dispute, to the extent practicable, pending resolution of the conflict. Customer agrees to reasonably cooperate with Sensys Gatso's provision of such services and shall pay invoices per the Agreement.
- 5.12. Entire Agreement; Amendment. This Agreement and its Service Attachments constitutes the entire agreement between the parties about the Services and supersedes all prior and contemporaneous agreements or communications. This Agreement and any Service Attachment may only be amended by a writing specifically referencing the section of the Agreement or Service Attachment to be amended and which has been signed by authorized representatives of the parties.
- 5.13. Counterparts; Electronic Signature. This Agreement may be signed in one or more counterparts, each of which will be deemed to be an original and all of which when taken together will constitute the same Agreement. Any signature or copy of this Agreement made by reliable means (for example, photocopy, electronic signature or electronic mail) shall be considered an original.
- 5.14. Enforceability. If any term in this Agreement is found by competent judicial authority to be unenforceable in any respect, the validity of the remainder of this Agreement will be unaffected, provided that such unenforceability does not materially affect the parties' rights under this Agreement.
- 5.15. Waiver. An effective waiver under this Agreement must be in writing signed by the party waiving its right. A waiver by either party of any instance of the other party's noncompliance with any obligation or responsibility under this Agreement, whether or not made in writing, will not be deemed a waiver of any subsequent instances.
- 5.16. Notices. Any notices provided pursuant to this Agreement shall be effective three days after deposit in the U.S. Mail if sent by Certified Mail Return Receipt Requested, or immediately if by in-person delivery or confirmed electronic mail, to the parties at the addresses first set forth herein.

properly authorized representatives as of the Effective Date.

Agreed to:

Sensys Gatso USA, Inc.

By: _____



Authorized Signature

Simon Mulder

Chief Financial Officer

s.mulder@sensysgatso.com

Date: June 10, 2022

Attested to:

By: _____



Authorized Signature

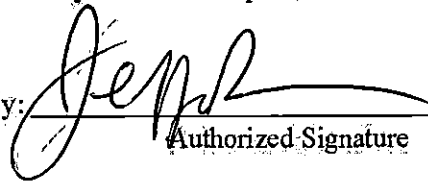
Name (type or print): Ivo Mönnink

Date: June 10, 2022

Agreed to:

The City of Cedar Rapids, Iowa

By: _____



Authorized Signature

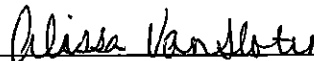
Name: Jeffrey A. Pomeranz, City Manager

Email: j.moore2@cedar-rapids.org

Date: 6.17.22

Attested to:

By: _____



Authorized Signature

Name: Alissa Van Sloten, City Clerk

Date: 6.17.22

SERVICE ATTACHMENTS

Fixed and Mobile Traffic Enforcement

This Fixed and Mobile Traffic Enforcement Service Attachment (this "Service Attachment") is made pursuant and subject to the terms of the Master Services Agreement between Sensys Gatso USA, Inc. ("Sensys Gatso") and the City of Cedar Rapids, Iowa ("Customer") dated _____, 2022 (the "Agreement"). This Service Attachment is incorporated into, and governed by the terms of, the Agreement. In the event of a conflict between the terms of the Agreement and this Service Attachment, the terms of this Service Attachment shall prevail solely with respect to the Services described herein. All capitalized terms not otherwise defined herein shall have the meaning given such terms in the Agreement.

1. SERVICE FEES

- 1.1. Red Light Enforcement Services. A fee equal to twenty two (\$22) per paid Notice of Violation.
- 1.2. Speed Enforcement Services. This is to include all fixed and mobile speed enforcement devices. A fee equal to eighteen dollars (\$18) per paid Notice of Violation for the first thirty-six (36) months of the Initial Term, and seventeen dollars (\$17) per paid Notice of Violation thereafter.
- 1.3. Speed Enforcement Services if Collections are Suspended Pursuant to Section 4.5 of the Master Services Agreement. A fee equal to twenty (\$20) per paid Notice of Violation issued during the period where the customer is not utilizing collections. Once a collection process is reinstated, service fees outlined in section 1.2 shall apply.
- 1.4. Termination Fee. A Termination Fee, as defined in Section 1.5 of the Agreement, of \$1,500 per Camera for each month that remains in the Initial Term as of the Effective Date of Termination. There is no Termination Fee if Customer terminates this Service Attachment at the end of the Initial Term or during any Extension Term.

2. SCOPE OF SERVICES

- 2.1. Equipment. Sensys Gatso shall operate, and maintain sixteen (16) cameras, and where necessary install or replace, fixed location traffic enforcement cameras (each a "Camera") in accordance with Sensys Gatso's standard installation and maintenance practices. The sixteen 16 Cameras provided under this Section 2.1 will consist of eight (8) speed enforcement cameras ("Speed Cameras"), and eight (8) red light and speed enforcement cameras ("Red Light and Speed Cameras"). Sensys Gatso shall provide and maintain one (1) mobile photo-laser speed enforcement system in accordance with Sensys Gatso's standard maintenance procedures. Sensys Gatso will operate and maintain equipment at locations outlined in the business rules.
- 2.2. Camera Installation; Camera Poles. Sensys Gatso will install Cameras on Customer owned or controlled poles at enforcement locations mutually agreed by Sensys Gatso and Customer based upon community safety considerations. In the event that there is no feasible pole located at an identified location, Customer may, alternatively, elect to install a pole as described in Section 2.3 of this Service Attachment, or Sensys Gatso will install a pole at such location subject to the additional terms and conditions set forth in Exhibit A to this Service

Attachment. (each a "Camera Pole").

- 2.3. Camera Pole Installation by Customer. In the event Customer elects to install a Sensys Gatso-provided Camera Pole as contemplated by this Section 2.3, Customer shall be responsible for obtaining all necessary permits and constructing a foundation in accordance with Sensys Gatso specifications. In the event any permitting agency requires one (1) or more upgrades to any traffic control infrastructure at any enforcement location where the Camera Pole will be installed, such upgrades shall be the sole responsibility of Customer. Sensys Gatso shall not be responsible for any delays associated with the failure of any state or local government to promptly provide applicable permits or for Customer's delay in installation. Customer shall be responsible for any damage to a Camera Pole or Camera, or personal injury (including death) or damage to real or tangible personal property, resulting from the installation of a Camera Pole by Customer pursuant to this Section 2.3. Sensys Gatso shall be responsible for obtaining any necessary state, county, or other permits.
- 2.4. Relocation. Customer may relocate a Camera during the Initial Term or any Extension Term at no cost to Customer as long as such relocation doesn't require the installation of a Camera Pole. If Customer requests that an installed Camera be relocated to a location that requires the installation of a Camera Pole at any time, Sensys Gatso may charge Customer a Service Fee based on the actual cost of the installation for Sensys Gatso. Upon ten (10) days prior written notice from Customer, Sensys Gatso will move a Camera to a new location identified by Customer.
- 2.5. 24-Hour Operation. Sensys Gatso shall operate the Equipment on a continuous, 24-hour basis, seven (7) days per week, except for reasonable scheduled and unscheduled maintenance and repairs, as set forth in Section 2.8 of this Service Attachment, and Force Majeure as set forth in Section 5.10 of the Agreement. For the first thirty (30) days after the first Equipment components are activated, Customer may elect to issue warning notices rather than Notices of Violation ("Warning Period"). Customer may elect to issue warning notices rather than Notices of Violation for fifteen (15) days at any location that has discontinued issuing citations due to technical performance issues for more than seventy two (72) consecutive hours.
- 2.6. Images and Data Processing. Sensys Gatso will: (a) upload encrypted violation images and embedded violation data from the Cameras and Mobile Traffic Enforcement unit to a secure Sensys Gatso server in a timely manner that ensures the System remain in proper operation at all times. Sensys Gatso will correlate images and data with motor vehicle records, and will assemble the images and data into an electronic Violation Package. Sensys Gatso shall ensure that all Violation Packages are processed through a web-based program that provides the Customer with access sufficient to enable it to review, and approve or reject, each violation before a citation is issued for any such violation. Sensys Gatso will ensure that all violation images are processed and violation package is sent to the Customer for review within four days after the violation has occurred (subject to any turn-around delay by NLETS). Sensys Gatso will ensure that the programs and software utilized are compatible with the Customer's current computer system. Sensys Gatso will provide, and warrant, the Customer with all licenses and permissions necessary for the Customer to utilize the necessary software and any other intellectual property for the System. Sensys Gatso agrees to maintain connection with and access to the NLETS systems during the term of the Agreement including any extensions.

- 2.7. Notices of Violation. Sensys Gatso shall send a Notice of Violation by Customer pursuant to Section 3.1 of this Service Attachment, Sensys Gatso shall issue, by first class mail, a first Notice of Violation, including images and data of the violation, to registered owners of vehicles identified in the Violation Package. The System shall allow the registered owner(s) to review the images and data related to the Notice of Violation, through the web-portal by using a unique identifier code included in the Notice of Violation. If a registered owner disputes responsibility for a violation, information on how to contest shall be printed on the Notice of Violation. With respect to any Notice of Violation that is not paid within thirty (30) days of mailing of the first Notice of Violation, Sensys Gatso shall send a second Notice of Violation thereafter, in a form mutually agreed upon by the parties. Sensys Gatso shall provide reasonable aid and assistance in the prosecution of Notices of Violation issued hereunder, including the provision of fact witnesses familiar with the operation of the System and the Equipment, as may be required in a court or quasi-judicial panel of competent jurisdiction, at no additional charge to Customer.
- 2.8. Equipment Maintenance and Repair. Sensys Gatso shall maintain the Equipment for all Fixed and Mobile Speed Enforcement units and shall promptly repair or replace any damaged or defective components at its own expense. Sensys Gatso shall perform preventative maintenance and cleaning of Equipment components on a regular basis and at the request of the Customer, including review and testing of Fixed Camera and Mobile, Speed Enforcement unit settings and operation, communications, and other Equipment components. Sensys Gatso will notify Customer in writing of any repairs within forty-eight (48) hours after Sensys Gatso identifies any material damage, defect, or other issue with respect to the Equipment. If any material damage, defect, or other issue with respect to the Equipment are reported by the Customer, Sensys Gatso will begin repairs within twenty-four (24) hours and will immediately change the status of the location to quiet mode. Sensys Gatso shall assist Customer with quarterly verification of equipment. Customer will provide Sensys Gatso four (4) business days' notice of scheduled verification. Customer may require additional verifications of equipment at any time and shall provide Sensys Gatso with seven (7) days' notice of additional verifications. Sensys Gatso shall be responsible for providing annual calibration reports for all equipment forty-eight (48) hours prior to expiration of current calibration reports.
- 2.9. Signage. If required by State legislation or local governing ordinance, Sensys Gatso will provide and install necessary signage at no cost to Customer informing inbound traffic that Customer utilizes traffic law photo-enforcement devices to enforce traffic laws. Sensys Gatso shall be responsible for obtaining all State, County, and City permits associated with the installation of signs. Customer may elect to provide signage at the cost of the Customer without prior authorization from Sensys Gatso. If Customer elects to install additional unrequired signage, Customer will be responsible for obtaining all State, County, and City permits associated with installation.
- 2.10. Traffic Studies. If agreed in writing by Sensys Gatso and Customer, Sensys Gatso will conduct an informal traffic study for proposed enforcement locations or other purposes agreed to by the parties (each a "Traffic Study"). Any reports resulting from a Traffic Study will be considered Program Data, as defined in Section 5.2.1 of the Agreement. Notwithstanding anything to the contrary in Section 5.1 of the Agreement, the Traffic Study and any resulting reports are provided "as-is" with no warranties of any kind.

- 3.1. Review of Violations. Customer will provide sworn police officers to carefully review each Violation Package to determine whether: (a) the violation is approved, and a Notice of Violation can be mailed; or (b) the violation is rejected. During any time Customer is utilizing emergency staffing, Customer shall have the right, in its discretion, to suspend the processing of Violation Packages without consequence to Customer. During those times, Customer will make a good faith effort to resume processing as promptly as possible under the circumstances giving rise to emergency staffing. Customer is solely responsible for determining which violations identified by Sensys Gatso are issued as Notices of Violation. Customer shall provide Sensys Gatso written notice within twenty four (24) hours of implementing such emergency staffing. Sensys Gatso may cease processing Notices of Violation during such period of emergency staffing.
- 3.2. Customer Infrastructure. For Customer owned or controlled poles, Customer will provide Sensys Gatso with access to such poles, and electricity for operation of the Cameras on such poles, at no charge to Sensys Gatso. Additionally, the Customer will make best efforts to notify Sensys Gatso of projects that will disrupt standard photo enforcement operations.

EXHIBIT A TO SERVICE ATTACHMENT

Additional Terms and Conditions for Installation of Camera Poles

In the event that Sensys Gatso is required to install one (1) or more Camera Poles pursuant to Section 2.2 or 2.4 of this Service Attachment, the following additional terms and conditions shall apply:

- A. Obtaining Permits. Sensys Gatso shall prepare all permit applications, design drawings and other documents as may be reasonably required by Customer or any other governmental entity for the installation and operation of any applicable Camera Poles. Sensys Gatso will use commercially reasonable efforts to obtain any other necessary permits for the Camera Poles from applicable agencies and shall pay for all permit or other fees charged by such governmental entities in connection with the installation and operation of the Camera Poles. Customer shall agree to waive any permit fees that would be paid to Customer which Customer is legally permitted to waiver.
- B. Installation. Sensys Gatso will commence installation of the Camera Poles within ten (10) business days after any and all necessary state, county or other permit applications have been approved and such permits have been received. Sensys Gatso shall not be responsible for any delays associated with the failure of any state or local government to promptly provide applicable permits. If Customer requests that an installed Camera be relocated to a location that requires the installation of a Camera Pole, Sensys Gatso may charge Customer a Service Fee based on the actual cost of the installation for Sensys Gatso.
- C. Restoration of Locations. Upon any expiration or termination of this Service Attachment, Sensys Gatso shall remove any Camera Poles installed pursuant to this Service Attachment and restore such locations to substantially the same condition as existed prior to such installation. Notwithstanding the foregoing, Sensys Gatso will not remove any pole foundation, which shall be left approximately flush with grade with no exposed bolts or other hazards. Installed underground conduit and other equipment shall not be required to be removed. Sensys Gatso shall use commercially reasonable efforts such that removal and restoration activities occur within forty-five (45) days after the Effective Date of Termination and do not unreasonably interfere with or adversely affect traffic flow.

Exhibit A to Master Services Agreement – Section 3.12

Section I – Basic Insurance Requirements

Contractor, at its own expense, shall procure and maintain during the life of this Contract, the following insurance so as to cover all risk which shall arise directly or indirectly from Contractor's obligations and activities.

General Liability Insurance Contractor shall carry the most recently approved ISO Commercial General Liability Insurance policy, or its equivalent, written on an occurrence-basis, with limits not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for Bodily Injury and Property Damage, including the following coverages:

- Premises and Operations Coverage
- Contractual Liability
- Products and Completed Operations Coverage
- Broad Form Property Damage Liability
- Personal Injury Liability

Automobile Liability Insurance with a combined single limit of at least \$1,000,000 per occurrence for bodily injury and property damage. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the Contractor or its employees.

Workers Compensation and Employers Liability Insurance meeting the relevant Workers Compensation Statutes.

Umbrella/Excess Liability Insurance with a minimum limit of \$5,000,000 each occurrence/aggregate where applicable to be excess of the coverages and limits of the underlying policies required. Contractor shall notify City, if at any time their full umbrella limit is not available during the term of this Contract, and will purchase additional limits, if requested by the City.

REQUIRED THREE (3) ENDORSEMENTS are to be added to the General Liability Policy. Copies of the endorsements are to be produced with the certificate.

1. Additional Insured Endorsement:

Except for Workers' Compensation and Professional Liability, the policies shall include the City Additional Insured Endorsement of: The City of Cedar Rapids, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as additional insureds with respect to liability arising out of the Insured's work and/or services performed for the City of Cedar Rapids, Iowa. This coverage shall be primary to the additional insureds, and not contributing with any other insurance or similar protection available to the additional insureds, whether available coverage be primary, contributing, or excess.

2. Non-Waiver of Governmental Immunities Endorsement (Iowa):

a. **Non-waiver of Government Immunity** The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Rapids, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Rapids, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

b. **Claims Coverage** The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as may be amended from time to time.

c. **Assertion of Government Immunity** The City of Cedar Rapids, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Rapids, Iowa.

d. Non-Denial of Coverage The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Rapids, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Rapids, Iowa.

e. No Other Change in Policy The insurance carrier and the City of Cedar Rapids, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

3. Cancellation and Material Changes Endorsement

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to:

City of Cedar Rapids
Police Department
505 1st Street SW
Cedar Rapids IA 52404

(Please note that the City does accept a signed letter on the agent's letterhead, from the insured's insurance agent, confirming that the agent will provide notice as indicated above.)

Section II – Conditions of Contract

The Contractor is required to purchase and maintain insurance coverage to protect the Contractor and City of Cedar Rapids throughout the duration of this Contract as enumerated above in the minimum limits above written and the requirement shall be a part of the Contract. Failure on the part of the Contractor to maintain this insurance in full effect will be treated as a failure on the part of the Contractor to comply with these requirements and be considered sufficient cause to suspend the work, withhold payment(s), and/or be disqualified in the future.

The insurance policies shall be issued by insurers authorized to do business in the State of Iowa and currently having an A.M. Best Rating of "B+" or better. All policies shall be occurrence form. If Professional Liability coverage is written on a claims made policy form, the certificate of insurance must clearly state coverage is claims made and coverage must remain in effect for at least two years after final payment with the Contractor continuing to furnish the CITY certificates of insurance.

The Contractor shall be responsible for deductibles and self-insured retentions in the Contractor's insurance policies.

The Contractor is required to give the City notice of any change in coverage, specifically, any reduction in coverage and cancellation of coverage no less than thirty (30) days prior to the effective date of any non-renewal or cancellation of any policies required by the Contract.

The City intends to be an Additional Insured with coverage being primary and not contributing with any other insurance or similar protection available to the City whether any other coverage is primary, contributing or excess.

In the case of any work sublet, the Contractor shall require subcontractors and independent contractors working under the direction of either the Contractor or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Contractor.

Section III – Contract Approval

A Certificate of Insurance is required evidencing all required insurance coverage as provided above with any required endorsements attached so as to evidence their inclusion in the coverage. The Certificate of Insurance is due before the Contract can be approved. The following format is required:

List Master Service Agreement as the Scope of Work the certificate covers in the Description of Operations section.

The following address must appear in the Certificate Holder section:

City of Cedar Rapids
Police Department
505 1st Street SW
Cedar Rapids IA 52404

The Producer's contact person's name, phone number and e-mail address is required.

Certificates may be sent by e-mail (h.myrom@cedar-rapids.org), mail or delivery to the attention of Hannah Myrom.