RESOLUTON NO. 2026 - 3512

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AGREEMENT WITH PAYBYPHONE TECHNOLOGIES, INC. FOR MOBILE PAYMENT SERVICES AT THE TOWN'S PARKING FACILITIES; FINDING THAT THE SERVICES ARE EXEMPT FROM COMPETITIVE PROCUREMENT PURSUANT TO SECTION 3-13(3) OF THE TOWN CODE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 9, 2015, the Town of Surfside ("Town") entered into a Cooperative Contract with PayByPhone Technologies, Inc. ("PayByPhone") for the provision of mobile payment services for the Town's parking facilities ("Town's 2015 Agreement") based on the Miami Parking Authority's Request for Proposals for PaybyPhone Services RFP No. 14-06 and the contractual arrangement between the City of Miami Department Off-Street Parking a/k/a Miami Parking Authority, an agency and instrumentality of the City of Miami ("City of Miami"), and PaybyPhone ("2015 Master Agreement"); and

WHEREAS, on December 17, 2020, the City of Miami approved an amendment to the 2015 Master Agreement with PayByPhone, extending the term for five (5) years beginning December 1, 2020 and establishing updated rates on Appendix "A" thereto; and

WHEREAS, on December 8, 2020, the Town adopted Resolution No. 2020-2745 (attached hereto as Exhibit "A") to amend the Town's 2015 Agreement to extend the term for an additional five (5) years on the same terms of the amended 2015 Master Agreement, as set forth in the First Amendment to the Town's 2015 Agreement ("First Amendment"); and

WHEREAS, the terms of the First Amendment have been extended by mutual agreement by the Town and PaybyPhone;

WHEREAS, on March 3, 2025, the City of Miami entered into a new Master Agreement with PayByPhone ("2024 Master Agreement"), providing for an initial term of five (5) years and establishing rates on Appendix "A" thereto; and

WHEREAS, the Town and PaybyPhone agree to incorporate the terms and conditions of the 2025 Master Agreement (Ex. "A"); and

WHEREAS, Section 3-13(3) of the Town of Surfside Code of Ordinances authorizes the Town to enter into contracts entered into by another governmental agency through a competitive bid process; and

WHEREAS, the Town Commission finds that the Agreement in substantially the form attached hereto as Exhibit "B" ("2026 Agreement") is in the best interest and welfare of the Town and wishes to approve the 2026 Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. Each of the above-stated recitals are hereby adopted, confined, and incorporated herein.

Section 2. Approval of 2026 Agreement. The Town Commission hereby approves the 2026 Agreement between the Town and PayByPhone, in substantially the form attached hereto as Exhibit "A."

Section 3. Exemption from Competitive Bidding. Pursuant to Section 3-13(3) of the Town's Code, contracts entered into by another governmental agency through a competitive bid process are exempt from competitive bidding.

Section 4. **Authorization**. The Town Manager is hereby authorized to execute the 2026 Agreement attached hereto as Exhibit "A" with PayByPhone, subject to final approval by the Town Manager and Town Attorney as to form, content, and legal sufficiency.

Section 5. **Implementation**. The Town Commission hereby authorizes the Town Manager and/or his designee to take any action which is reasonably necessary to implement the purposes of this Resolution.

Section 6. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND **ADOPTED** this 14th day of April, 2026.

Motion By: Commissioner Vildostegui

Second By: Commissioner Travani

FINAL VOTE ON ADOPTION:

Commissioner Andrea Travani	Yes
Commissioner Gerardo Vildostegui	Yes
Commissioner David Weingot	Absent
Vice Mayor Dayana Benmergui	Absent
Mayor Charles W. Burkett	Yes

Charles W. Burkett, Mayor

Attest:

Sandra N. McCready, MMC

Town Clerk

Approved as to Form and Legal Sufficiency:

Thais Hernandez, Town Attorney

AGREEMENT FOR PAYBYPHONE SRVICES

This Agreement is made this ___ day of _____, 2026 (the "Effective Date") between the Town of Surfside, a municipal corporation, organized and existing under the laws of the State of Florida, whose address is 9293 Harding Avenue, Surfside, Florida 33154 (the "Town") and PayByPhone US Inc., a foreign for profit corporation, registered and, authorized to business in Florida, having its address for notices and its principal place of business located at 600-1290 Homer Street, Vancouver, BC V6B 2Y5 Canada the "PaybyPhone"), with each being referred to herein as a Party or collectively as the "Parties."

WITNESSETH

WHEREAS, the Town desires to enter into this Agreement ("Agreement") for payment by phone services (the "Services"); and

WHEREAS, the Town and PaybyPhone agree to incorporate the terms and conditions of the Department of Off-Street Parking a/k/a Miami Parking Authority, an agency and instrumentality of the City of Miami, Florida ("City of Miami") Mobile Parking Payment System Professional Services Agreement with PaybyPhone US Inc. (Piggyback Agreement – The City of Miami Beach Request for Qualifications ("RFQ" 2023-051-WG) Contractual arrangement, dated March 3, 2025 ("Contract"), into this Agreement (Ex. "A"); and

WHEREAS, PaybyPhone is engaged in the business of providing such Services and is willing to provide those services based on the terms and conditions of this Agreement and the Contract; and

WHEREAS, Section 3-13(3) of the Town of Surfside Code of Ordinances authorizes the Town to enter into contracts entered into by another governmental agency through a competitive bid process; and

WHEREAS, the Town desires to engage PaybyPhone to perform the Services and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Town and PaybyPhone hereby agree as follows:

1. **TERM**. The term of this Agreement commences upon full execution hereof and continues as specified in the Contract, unless terminated earlier as provided in the Contract. Upon the expiration of the initial term of the Contract, the Town Manager shall have the option to renew or extend this Agreement for two (2) additional consecutive one-year terms, provided all terms, conditions and specifications remain the same and both parties agree to the extension. Any renewal or extension of this Agreement shall require written approval by the Town Manager.

2. **TERMINATION.**

2.1 **Termination For Convenience.** This Agreement may be terminated by Town for convenience upon thirty (30) calendar days' written notice to PaybyPhone. In the event of termination by Town, PaybyPhone shall be paid for all work completed prior to the date of such termination.

2.2 **Termination For Cause**. This Agreement may be terminated by either party upon five (5) calendar days' written notice in the event the other party materially breaches this Agreement and

fails to cure such breach within thirty (30) days after receipt of written notice by the other party specifying the breach.

3. **INDEPENDENT CONTRACTOR.** During the term of this Agreement, PaybyPhone shall be an independent contractor and not an employee of the Town. PaybyPhone is not an agent of, or authorized to transact business, enter into agreements, or otherwise make commitments on behalf of the Town, unless expressly authorized in writing by the Town Manager or his designee. PaybyPhone shall perform the Services at the request of the Town Manager of the Town or his designee. Nothing set forth in this Agreement shall be construed to create the relationship of employer and employee or principal and agent between the Town and PaybyPhone. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

4. **SUBCONTRACTORS.** PaybyPhone shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Services. PaybyPhone may only utilize the services of a particular subcontractor with the prior written approval of the Town Manager, which approval may be granted or withheld in the Town Manager's sole and absolute discretion.

5. **CONTRACT TERMS.** PaybyPhone agrees to provide the PaybyPhone services on the same terms and in the same manner as set forth in the Contract, except as otherwise provided herein. All recitals, representations, and warranties of PaybyPhone made by PaybyPhone in the Contract or in response to the RFP are restated as if set forth fully herein, made for the benefit of the Town, and incorporated herein, except that all references to the "MPA", "Miami Parking Authority", "City of Miami", or "Client" are hereby replaced with the "Town" or "Town of Surfside", including the requirement to be named as additional insured on the required liability policies, together with the following additional provisions:

6. **MISCELLANEOUS.**

a. **Notices.** All notices hereunder shall be given in writing by registered or certified mail, return receipt requested, postage prepaid, addressed to the Parties at the following respective addresses, or at such other address as may be designated in writing by either Party to the other, and shall be deemed delivered for all purposes hereunder upon deposit of same into the United States mail:

To Town:
Office of the Town Manager
9293 Harding Avenue
Surfside, FL 33154

And

Office of the Town Attorney
9293 Harding Avenue
Surfside, FL 33154

To PaybyPhone:
PayByPhone US Inc.
c/o PayByPhone Technologies Inc.
600-1290 Homer Street
Vancouver, BC V6B 2Y5
Canada
Attn : Legal

With a copy to: legal@paybyphone.com

Either Party may change the person or address to which notices and other communications are to be sent by giving written notice of the change in the manner specified in this paragraph.

a) **Licenses**: PaybyPhone hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Town as an independent contractor of the Town. Proof of such licenses and approvals shall be submitted to the Town upon request. PaybyPhone further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and reputable manner.

b) **Conflict of Interest**. To avoid any conflict of interest or any appearance thereof, PaybyPhone shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the Town.

c) **Binding Agreement**. PaybyPhone represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by PaybyPhone have been duly authorized, and this Agreement is binding on PaybyPhone and enforceable against PaybyPhone in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

d) **Effective Date**. This Agreement shall be effective upon the Effective Date notwithstanding the actual date of approval or execution by either Party and shall be effective until its expiration date or upon termination by either Party, whichever comes first.

e) **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

f) **Compliance with Laws.** PaybyPhone agrees to comply with all laws, ordinances, rules, and regulations that are now or may become applicable to the Services covered by this Agreement, including the provisions listed in Composite Exhibit "B", regardless of the applicable jurisdiction. PaybyPhone shall make its services available to the Town without regard to race, color, religion or sex, or as otherwise provided by law.

g) **Successors and Assigns.** This Agreement shall be binding upon the Parties and their respective successors, heirs and assigns.

h) **Non-Assignability**. This Agreement and the duties delegated hereunder shall not be assignable by PaybyPhone without the prior written consent of the Town Manager. In entering into this Agreement, the Town is relying upon the apparent qualifications and expertise of the PaybyPhone and its familiarity with the Town's area, circumstances and desires.

i) **Severability.** The Parties to this Agreement expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Agreement is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision,

sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Agreement) and the remainder of this Agreement, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Agreement to be inequitable under the circumstances.

j) **Headings.** The sections headings used in this Agreement are for reference and convenience only and shall not enter into the interpretation hereof.

k) **Survival of Terms.** Termination or expiration of this Agreement for any reason shall not release either Party from any liabilities or obligations set forth in this Agreement which (a) the Parties have expressly agreed shall survive any such termination, or (b) remain to be performed and by their nature would be intended to be applicable following any such termination or expiration. Any liabilities which have accrued prior to termination pursuant to the insurance and/or indemnification obligations set forth herein shall survive the termination of this Agreement.

l) **Waiver; Cumulative Remedies.** No delay or omission by either Party hereto, in the exercise of any right or remedy hereunder, shall impair such right or remedy or be construed to be a waiver thereof. Any waiver of any such right or remedy by any Party must be in writing and signed by the Party against which such waiver is sought. A waiver by either of the Parties hereto of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or any other covenant herein contained. All remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise.

m) **Force Majeure.** Non-performance of the Parties shall be excused to the extent that performance is rendered impossible or delayed by strike, fire, hurricane, flood, terrorism, governmental acts or orders or restrictions, or other similar reason where failure to ("Force Majeure"), provided that the non-conforming Party gives prompt notice of such conditions to the other Party and makes all reasonable efforts to perform.

n) **Governing Laws.** This Agreement shall be governed by and construed in accordance with, the laws of the State of Florida. The exclusive venue for any dispute arising from this Agreement shall be the Circuit Court of Miami-Dade County, Florida.

o) **Attorneys' Fees; Waiver of Jury Trial.** In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and all appellate levels.

IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

p) **Entire Agreement; Conflict with Exhibits.** This Agreement, including any Exhibits referenced herein, constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all previous written, and all previous or contemporaneous oral, negotiations, understandings, arrangements, and agreements. In the event of any conflict or inconsistency between the body of this Agreement and any Exhibit or Schedule hereto , the terms and provisions of this Agreement, as may be amended by the Parties, shall prevail and be given priority over any Exhibit or Schedule. Unless

expressly provided for otherwise in this Agreement, this Agreement may be amended only by a written amendment signed by both Parties hereto.

q) **Indemnification.** To the extent permitted by law, PaybyPhone agrees to indemnify, defend, and hold harmless the Town and its directors, officers, attorneys, and employees from and against any and all liability, demands, claims, suits, causes of action, actions, damages, costs, losses, expenses, or judgments, including reasonable attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting therefrom, arising from PaybyPhone's performance or non-performance of any provision of this Agreement, any breach of this Agreement, any errors, omissions, misconduct or negligent acts of PaybyPhone, its respective officials, agents, employees or subcontractors in PaybyPhone's performance of Services pursuant to this Agreement, including but not limited to liabilities arising from contracts between PaybyPhone and any third parties made pursuant to this Agreement. PaybyPhone shall reimburse the Town for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from its performance or non-performance of this Agreement or any breach of this Agreement, any errors, omissions, misconduct or negligent acts of PaybyPhone, its respective officials, agents, employees or subcontractors in PaybyPhone's performance of Services pursuant to this Agreement, including but not limited to liabilities arising from contracts between PaybyPhone and any third parties made pursuant to this Agreement. The provisions of this section shall survive termination of this Agreement.

r) **Sovereign Immunity**. Nothing in this Agreement shall be deemed or treated as a waiver by the Town of any immunity to which it is entitled by law, including but not limited to the Town's sovereign immunity as set forth in Section 768.28, Florida Statutes, as may be amended from time to time.

s) **No Contingent Fees.** PaybyPhone warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for PaybyPhone , to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for PaybyPhone any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

t) **Boycotts**. PaybyPhone is not currently engaged in, and will not engage in, a boycott, as defined in Section 3-1.1 of the Town of Surfside Code of Ordinances.

u) **Nondiscrimination**. During the term of this Agreement, PaybyPhone shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination.

v) **Access to Records and Audit Clause.** PaybyPhone agrees to permit the Town to examine all records which are, in any way, related to the Services provided under this Agreement, and grants to the Town the right to audit any books, documents and papers of PaybyPhone that were generated during the course of the administration of this Agreement upon providing PaybyPhone ten (10) days written notice. PaybyPhone shall maintain the records, books, documents and papers associated with this Agreement in accordance with the "Public Records Act", and in accordance with the Florida Statutes, as further described herein.

w) **State Required Affidavits.** By entering into this Agreement, PaybyPhone agrees to review and comply with the following state affidavit requirements:

i. **E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the Town requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify. By entering into this Agreement, PaybyPhone acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

ii. **Noncoercive Conduct Affidavit.** Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Agreement, the PaybyPhone acknowledges that it has read Section 787.06, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

iii. **Prohibition on Contracting with Entities of Foreign Concern - Affidavit.** Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern. By entering into this Agreement, PaybyPhone acknowledges that it has read Section 287.138, Florida Statutes, and complies with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

iv. **Compliance with Public Entity Crimes Statute.** PaybyPhone shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

v. **Scrutinized Companies Certification.** PaybyPhone certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, Florida Statues, the Town may immediately terminate this Agreement at its sole option if PaybyPhone is found to have submitted a false certification; or if PaybyPhone is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement. If this Agreement is for more than one million dollars, PaybyPhone certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, the Town may immediately terminate this Agreement at its sole option if PaybyPhone is found to have submitted a false certification; or if PaybyPhone is placed on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

Section 119.0701(2)(a), Florida Statutes

IF PAYBYPHONE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PAYBYPHONE 'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Public Records: Sandra McCready, MMC, TOWN CLERK
Mailing address: 9293 Harding Avenue, Surfside, Florida 33154
Telephone number: 305-861-4863
Email: smccready@townofsurfsidefl.gov

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, PaybyPhone has signed and delivered this Agreement, and the Town has caused this Agreement to be signed and delivered by its duly authorized officer or representative, all as of the date first set forth above.

TOWN OF SURFSIDE

By: _____
Mario Diaz
Acting Town Manager
Date: _____

PAYBYPHONE:_____

By:_____
Name:
Title:
Date:_____

Attest: _____
Sandra McCready
Town Clerk
Date:_____

Approved as to form and legal sufficiency:

By: _____
Thais Hernandez, Esq.
Town Attorney
Date:_____

EXHIBIT "A"

CITY OF MIAMI CONTRACT

DocuSign Envelope ID: 13318CA0-0A7B-4990-A928-A446B35B915A

Contract no. 23-051-02

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND PAYBYPHONE US INC. FOR MOBILE PARKING PAYMENT SYSTEM, PURSUANT TO REQUEST FOR QUALIFICATIONS 2023-051-WG

MAR 5 - 2024

This Professional Services Agreement ("PSA") and the **PayByPhone US Inc.**, Service Agreement ("Service Agreement"), collectively, the "Agreement" is entered into this _____("Effective Date"), between the **CITY OF MIAMI BEACH, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida, 33139 (the "City" or "Client"), and **PayByPhone US Inc.**, a Delaware Corporation, whose address is 48 Wall Street, Suite 1100, New York, New York 10005 ("Vendor" or "PayByPhone").

SECTION 1
DEFINITIONS

Additional Parking Locations:	As defined in Section 12.1 of the Agreement
Agreement:	This Professional Services Agreement between the City and Vendor, including any exhibits and amendments thereto and the PayByPhone Service Agreement, collectively the "Agreement".
City Manager:	The chief administrative officer of the City.
City Manager's Designee:	The City staff member who is designated by the City Manager to administer this Agreement on behalf of the City. The City Manager's designee shall be the Parking Department Director.
Vendor	For the purposes of this Agreement, Vendor shall be deemed to be an independent contractor, and not an agent or employee of the City
IP Rights:	Any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

Document Ref: I5PN4-XTQMF-OWVPR-MAW82

DocuSign Envelope ID: 13318CA0-0A7B-4990-A928-A446B35B915A

Parking Locations:	The location or locations of City's on-street parking, off-street parking, reservation parking, parking lots, parking decks, permitted parking, and other facilities where PayByPhone users may park.
Platform:	Access-controlled mobile and/or web applications, services or interfaces developed, hosted, or managed by, on behalf of, or in partnership with PayByPhone that are made available to Client to administer, configure, manage and/or monitor parking sessions, parking rates, and/or parking restrictions associated with City's Parking Locations.
Services:	The PayByPhone applications, the Platform and all services, work and actions by the Vendor performed or undertaken pursuant to the Agreement.
Convenience Fee:	The fee charged to the user by the City, as set forth in Exhibit B, that is non-embedded and on top of the Parking Rate.
Parking Rate:	The fee charged to the user by the City for use of the parking space.
Transaction Fee:	The fee charged by the Vendor to the City per Transaction as set forth in Exhibit B.
Proposal Documents:	Proposal Documents shall mean City of Miami Beach **RFQ No. 2023-051-WG for Mobile Parking Payment System**, together with all amendments thereto, issued by the City in contemplation of this Agreement RFQ, and the Vendor's proposal in response thereto ("Proposal"), all of which are hereby incorporated and made a part hereof; provided, however, that in the event of an express conflict between the Proposal Documents and this Agreement, the following order of precedent shall prevail: the Professional Services Agreement; the RFQ; the Services Agreement, and the Proposal.
Risk Manager:	The Risk Manager of the City, with offices at 1700 Convention Center Drive, Third Floor, Miami Beach, Florida 33139; telephone number (305) 673-7000, Ext. 26724; and fax number (305) 673-7529.
Transaction Data:	Information and data collected by the Vendor relating to drivers' parking sessions at the Parking Locations, which may include vehicle license plate, parking session date, time, duration, zone number and amount paid, details of parking fines/violation notices, and parking session details obtained through customer service center.
User Profile Data:	Any information about or with respect to PayByPhone service users that is not related to parking sessions at the Parking Locations, including without limitation, information provided by users upon registration for a PayByPhone account and data about the user's activity in the PayByPhone account or the PayByPhone applications.

Document Ref: I5PN4-XTQMF-OWVPR-MAW82

DocuSign Envelope ID: 13318CA0-0A7B-4990-A928-A446B35B915A

Merchant of Record: Refers to the entity that is authorized to receive customer payments to its merchant account set up with its acquiring bank, including credit card and any digital wallet transactions for Services.

SECTION 2
SCOPE OF SERVICES

2.1 In consideration of the Fee to be paid to Vendor by the City, Vendor shall provide the work and services described in Exhibit "A" hereto (the "Services").

Although the Vendor may be provided with a schedule of the available hours to provide its Services, the City shall not control nor have the right to control the hours of the Services performed by the Vendor; where the Services are performed (although the City will provide Vendor with the appropriate location to perform the Services); when the Services are performed, including how many days a week the Services are performed; how the Services are performed, or any other aspect of the actual manner and means of accomplishing the Services provided. Notwithstanding the foregoing, all Services provided by the Vendor shall be performed in accordance with the terms and conditions set forth in Exhibit "A" and to the reasonable satisfaction of the City Manager. If there are any questions regarding the Services to be performed, the Vendor should contact the following person:

Monica Beltran, Director, Parking Department
1755 Meridian Avenue, 2nd Floor
Miami Beach, Florida 33139
(305) 673-7000 ext. 26863
MonicaBeltran@miamibeachfl.gov

2.2 Vendor's Services, and any deliverables incident thereto, shall be completed in accordance with the timeline and/or schedule in Exhibit C hereto.

2.3 **Services Provided by PayByPhone.** During the Term (as defined herein), PayByPhone shall perform the services for the City as described in Exhibit A hereof (as amended, modified or supplemented from time to time upon the mutual written agreement of the parties, the "Services"). PayByPhone shall render the Services faithfully and to the best of its ability and in compliance with all applicable laws, Federal, State, and local laws, codes, ordinances, resolutions, administrative policies and procedures and/or rules and regulations, (collectively, "Applicable Laws"), devoting such time as is reasonably necessary to provide the Services. The precise times and manner of the performance of Services shall be as reasonably requested by the City, consistent with a schedule to be reasonably agreed upon from time to time by PayByPhone and the City. In connection with PayByPhone's performance of the Services, and in addition to PayByPhone's compliance with Applicable Laws, PayByPhone shall also be subject to, and agrees to abide by, such applicable policies, procedures, directions and restrictions as the City, in its sole and reasonable discretion, may establish from time to time and as communicated to PayByPhone. PayByPhone shall implement the Services within sixty (60) days of the Effective Date of this Agreement. The City acknowledges and agrees that PayByPhone is not liable or responsible for any delay in the implementation of the Services that is caused by any act or event outside the direct control of PayByPhone, including, but not limited to, a third party delaying integration set up.

Document Ref: I5PN4-XTQMF-OWVPR-MAW82

DocuSign Envelope ID: 13318CA0-0A7B-4990-A928-A446B35B915A

If the City requires additional work and/or services that are not included in this Agreement, PayByPhone and the City shall negotiate such additional work and/or services, mutually agree on the amount of additional compensation, and memorialize the terms in a written amendment to this Agreement.

2.4 **Help and Support.** PayByPhone agrees to use its reasonable efforts to assist the City with any technical support that the City may reasonably require in relation to using the Services. In furtherance of the foregoing, PayByPhone agrees to provide the City with preventative maintenance, corrective maintenance, adaptive maintenance for the Platform and will provide City administrative staff email and telephone support with respect to the Services between 7 am to 4 pm EST, Monday to Friday. Each of PayByPhone and the City shall promptly notify the other of any errors or interruptions that arise during the City's use of PayByPhone's software or the Services hereunder.

2.5 **Errors and Corrections.** In the event of any errors or interruptions in the Services, PayByPhone's sole and exclusive obligation shall be to use reasonable efforts to repair or restore that portion of the Services as promptly as possible. Repair may take the form, at the option of PayByPhone, as the case may be, of: (i) corrected software applicable to the Services; (ii) corrected materials in hard copy or electronic form describing the use and operation of the software applicable to the Services, including any manuals and programming tools; (iii) instructions or procedures to bypass the problem until a more permanent correction can be implemented; or (iv) correction/clarification of the functional definition of the Services.

2.6 **Publicity of Services.** All brochures and promotional materials to be distributed by PayByPhone and the City in connection with the Services shall be in a form mutually agreed upon by the parties.

2.7 **Authority of Parties; Cooperation.** Each party acknowledges and agrees that it has no authority to act on behalf of the other party other than as set forth in this Agreement or to enter into any contract or to incur any liability on behalf of the other party, except with prior written consent of an authorized officer of such party. Each party covenants that it shall not at any time represent, either orally or in writing, that it has any right, power, or authority with respect to the other party not expressly granted to the other party by such party.

Each party shall reasonably cooperate with the other party to permit such party to perform its duties and obligations under this Agreement in a timely manner.

2.8 **Technology Sublicense.** PayByPhone hereby grants the City the nonexclusive, non-transferable, non-sub-licensable, revocable right and sublicense to use any applicable proprietary technology that PayByPhone licenses but does not own and relates to the Services (the "Technology") in connection with the Services. The City shall not use the Technology for any use other than in connection with the Services. The City acknowledges and agrees that (a) PayByPhone shall be its exclusive source of the Technology for the Term; and (b) all Services obtained by the City shall use the Technology as necessary. The City has no interest in or right to use the Technology or any improvements thereto or modifications thereof except as set forth herein. In all instances, the City's use of the Technology shall inure to both party's benefit. During the Term or at any time thereafter, the City shall not commit, or cause any third party to commit, any act challenging, contesting, or impairing or attempting to impair PayByPhone's right, title and interest in and to the Technology or the validity thereof.

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2.9 Proposal Documents. Notwithstanding the description of PayByPhone's services and without limitation, PayByPhone shall provide any and all work and services as set forth in, and in accordance to the requirements of, the Proposal Documents (which are attached hereto and are hereby deemed incorporated by reference as if fully set forth herein).

SECTION 3
TERM

The term of this Agreement ("Term") shall commence on the date identified in the notice provided by the City Manager's Designee stating that all initial signage contemplated under Section 10.12 has been installed ("Signage Installation Notice"), and shall have an initial term of Five (5) years, with two (2) additional two-year renewal options, to be exercised at the City Manager's sole option and discretion, by providing Vendor with written notice of same no less than thirty (30) days prior to the expiration of the initial term.

Notwithstanding the Term provided herein, Vendor shall adhere to any specific timelines, schedules, dates, and/or performance milestones for completion and delivery of the Services, as same is/are set forth in the timeline and/or schedule referenced in Exhibit C hereto.

SECTION 4
FEE

4.1 City shall pay PayByPhone as set forth in Exhibit B and in accordance with Section 4.2. PayByPhone may propose an increase in the Transaction Fees outlined in Exhibit B, not more often than once in a calendar year, to adjust for inflation and any increase in the cost of PayByPhone providing the services to City. All adjustments to the Transaction Fees shall be valid upon the prior written approval of the City Manager or City Manager's Designee. City parking rate structure is varied and includes flat and hourly rates that differ for residents and visitors. However, other rates and/or geographic areas may be added in the future. The rates specified herein shall commence on the date specified in the Signage Installation Notice to Proceed.

4.2. Payment. The City will serve as the Merchant of Record for Parking Rates and any Convenience Fees. PayByPhone shall invoice the City the applicable fees as set forth in Exhibit B. The City will issue a check to pay the Vendor on a monthly basis. Payment is due no later than forty-five (45) days after invoice. Invoices shall include a detailed description of the Services (or portions thereof) provided, and shall be submitted to the City at the following address:

Accounts Payable: Payables@miamibeachfl.gov

4.3 Taxes. PayByPhone's prices do not include sales, use, revenue or excise taxes, and accordingly, in addition to the price specified herein, the amount of any sales, use, excise or other similar tax applicable to the Services provided hereunder shall be paid by the City, including any taxes applicable on fees paid by the consumer, or, in lieu thereof, City shall provide PayByPhone with a tax exemption certificate issued by the appropriate taxing authority.

4.3. Billing Disputes. The City shall not be entitled to suspend payment of any disputed invoices. Any disputes must be submitted to PayByPhone in writing and with an explanation of the reason for the dispute, within forty-five (45) days. In the event that any payment dispute is

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resolved in favor of the City, PayByPhone shall credit City on the immediately subsequent invoice issued to City.

4.4. Expenses. Except as otherwise provided herein, PayByPhone shall not charge the City any costs for one (1) integration of its system(s) with the City's enforcement software solution, or for the management of the project and the Services. PayByPhone shall charge the City for ordinary, necessary and reasonable third party costs only on direct cost basis and only after the prior written approval of the City.

SECTION 5
TERMINATION

5.1 TERMINATION FOR CAUSE BY THE CITY

a. If either party shall fail to fulfill or otherwise violate any of the covenants, agreements, or stipulations in this Agreement, and such material breach remains uncorrected for thirty (30) days after receipt of notice by the other party, the other party shall thereupon have the right to terminate the Agreement by giving thirty (30) days' written notice to the other party of such termination. If the breaching party fails to cure in that 30-day period or the breach is incapable of cure, then the Agreement shall so terminate.

b. In that event, the City shall compensate PayByPhone in accordance with the Agreement for all Services performed by PayByPhone prior to termination, net of any costs incurred by the City as a consequence of the default.

c. Notwithstanding the above, neither party shall be relieved of liability to the other party for damages sustained by the City by virtue of any breach of the Agreement.

5.2 TERMINATION FOR CONVENIENCE OF THE CITY

THE CITY MAY ALSO, THROUGH ITS CITY MANAGER, AND FOR ITS CONVENIENCE AND WITHOUT CAUSE, TERMINATE THIS AGREEMENT AND THE SERVICES THEN REMAINING TO BE PERFORMED AT ANY TIME WITHOUT CAUSE BY GIVING WRITTEN NOTICE TO PAYBYPHONE OF SUCH TERMINATION, WHICH SHALL BECOME EFFECTIVE THIRTY (30) DAYS FOLLOWING RECEIPT BY PAYBYPHONE OF SUCH NOTICE. IF THE AGREEMENT IS TERMINATED BY THE CITY AS PROVIDED IN THIS SECTION, THE CITY SHALL COMPENSATE PAYBYPHONE IN ACCORDANCE WITH THE AGREEMENT FOR ALL SERVICES ACTUALLY PERFORMED BY PAYBYPHONE PRIOR TO TERMINATION. NO COMPENSATION SHALL BE DUE TO PAYBYPHONE FOR ANY PROFITS THAT PAYBYPHONE EXPECTED TO EARN ON THE BALANCE OF THE AGREEMENT. SUCH PAYMENTS SHALL BE THE TOTAL EXTENT OF THE CITY'S LIABILITY TO PAYBYPHONE UPON A TERMINATION AS PROVIDED FOR IN THIS SECTION.

ADDITIONALLY, IN THE EVENT OF A PUBLIC HEALTH, WELFARE, OR SAFETY CONCERN, AS DETERMINED BY THE CITY MANAGER, IN THE CITY MANAGER'S SOLE DISCRETION, THE CITY MANAGER, PURSUANT TO A VERBAL OR WRITTEN NOTIFICATION TO THE VENDOR, MAY SUSPEND THE SERVICES UNDER THIS AGREEMENT WITH TEN (10) DAYS PRIOR NOTICE TO VENDOR FOR A TIME

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CERTAIN, OR IN THE ALTERNATIVE, TERMINATE THIS AGREEMENT ON A GIVEN DATE.

5.3 TERMINATION FOR CAUSE BY PAYBYPHONE

PayByPhone may terminate its performance under this Agreement only if the City defaults and fails to cure the default within forty-five (45) days of receiving written notice of a notice of default delivered pursuant to Section. Default by the City occurs if the City fails to perform one or more of its material duties under this Agreement. If a default occurs and PayByPhone wishes to terminate the Agreement, then PayByPhone must deliver a written notice to the City describing the default and the proposed termination date. The date must be at least thirty (30) days after the City receives notice. PayByPhone, at its sole option, may extend the proposed termination date to a later date. If the City cures the default before the proposed termination date, then the proposed termination is ineffective. If the City does not cure the default before the proposed termination date, then PayByPhone may terminate its performance under this Agreement on the termination date.

5.4 TERMINATION FOR INSOLVENCY

Should PayByPhone (i) make a general assignment for the benefit of creditors; (ii) institute liquidation proceedings or proceedings to be adjudicated as voluntarily bankrupt; (iii) consent to the filing of a petition of bankruptcy against it; (iv) be adjudicated by a court of competent jurisdiction as being bankrupt or insolvent; (v) seek reorganization under any bankruptcy act; (vi) consent to the filing of a petition seeking such reorganization; or (vii) have a decree entered against it by a court of competent jurisdiction appointing a receiver, liquidator, trustee, or assignee in bankruptcy or in an insolvency covering all or substantially all of such party's property or providing for the liquidation or dissolution of such party's property or business affairs; then, in any such event, the City party, at its option and without prior notice, may terminate this Agreement effective immediately. In such event, the rights and obligations for the parties shall be the same as provided for in Section 5.5.

5.5 EFFECT OF TERMINATION

a. Upon termination or expiration of this Agreement, (i) the City shall pay to PayByPhone any portion of the Fees then accrued and properly payable under this Agreement; (ii) City shall promptly return to PayByPhone all materials in its possession with the performance of the Services hereunder; and (iii) City shall discontinue all use of the Technology and intellectual property of PayByPhone.

b. Notwithstanding the exercise by any party of its rights under this Article 5, no termination of this Agreement shall relieve either party of its liability for the payment or performance of any obligation accrued prior to the Termination Date (including any indemnification obligation arising hereunder, whether or not notice of such indemnification claim has been given before such termination, or of any rights or obligations under any other provisions, which, by their meaning or content, are intended to survive the termination hereof).

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SECTION 6
INDEMNIFICATION AND INSURANCE REQUIREMENTS

6.1 INDEMNIFICATION

Each party agrees to indemnify, defend and hold harmless (the "Indemnifying Party") the other party and its officers, employees, agents, and contractors (the "Indemnified Party"), from and against any and all actions (whether at law or in equity), claims, liabilities, losses, and expenses, including, but not limited to, attorneys' fees and costs, for personal, economic or bodily injury, wrongful death, loss of or damage to property, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of the Indemnifying Party, its officers, employees, agents, contractors, or any other person or entity acting under Indemnifying Party control or supervision, in connection with, related to, or as a result of the Indemnifying Party performance under this Agreement. To that extent, the Indemnifying Party shall pay all such claims and losses and shall pay all such costs and judgments which may be issued from any lawsuit arising from such claims and losses, and shall pay all costs and attorney's fees expended by the Indemnified Party in the defense of such claims and losses, including appeals. The Indemnifying Party expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Indemnifying Party shall in no way limit the Indemnifying Party's responsibility to indemnify, keep, and save harmless and defend the Indemnified Party or its officers, employees, agents, and instrumentalities as herein provided.

6.2 INSURANCE REQUIREMENTS

The Vendor shall maintain the below-required insurance in effect prior to awarding the agreement and for the duration of the agreement. The maintenance of proper insurance coverage is a material element of the agreement and failure to maintain or renew coverage may be treated as a material breach of the contract, which could result in withholding of payments or termination of the Agreement.

A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440, and Employer Liability Insurance for bodily injury or disease. Should the Vendor be exempt from this Statute, the Vendor and each employee shall hold the City harmless from any injury incurred during the performance of the Contract. The exempt Vendor shall also submit (i) a written statement detailing the number of employees and that they are not required to carry Workers' Compensation insurance and do not anticipate hiring any additional employees during the term of this contract or (ii) a copy of a Certificate of Exemption.

B. Commercial General Liability Insurance on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than $1,000,000 per occurrence, and $2,000,000 general aggregate.

C. Automobile Liability Insurance covering any automobile, if the vendor has no owned automobiles, then coverage for hired and non-owned automobiles, with a limit no less than $1,000,000 combined per accident for bodily injury and property damage.

D. Umbrella Liability Insurance in an amount no less than $5,000,000 per occurrence. The umbrella coverage must be as broad as the primary General Liability coverage.

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Additional Insured – City of Miami Beach must be included by endorsement as an additional insured with respect to all commercial general liability policies arising out of work or operations performed on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed in the form of an endorsement to the Vendor's insurance.

Notice of Cancellation – Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the City of Miami Beach c/o EXIGIS Insurance Compliance Services.

Waiver of Subrogation – Vendor agrees to obtain any endorsement that may be necessary to affect the waiver of subrogation on the coverages required. However, this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers – Insurance must be placed with insurers with a current A.M. Best rating of A:VII or higher. If not rated, exceptions may be made for members of the Florida Insurance Funds (i.e. FWCIGA, FAJUA). Carriers may also be considered if they are licensed and authorized to do insurance business in the State of Florida.

Verification of Coverage – Vendor shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Vendor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

CERTIFICATE HOLDER ON ALL COI MUST READ:

CITY OF MIAMI BEACH
c/o EXIGIS Insurance Compliance Services
P.O. Box 947
Murrieta, CA 92564

Kindly submit all certificates of insurance, endorsements, exemption letters to our servicing agent, EXIGIS, at:

Certificates-miamibeach@riskworks.com

Special Risks or Circumstances - The City of Miami Beach reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

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SECTION 7
LITIGATION JURISDICTION/VENUE/JURY TRIAL WAIVER

This Agreement shall be construed in accordance with the laws of the State of Florida. This Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. By entering into this Agreement, Vendor and the City expressly waive any rights either party may have to a trial by jury of any civil litigation related to or arising out of this Agreement.

SECTION 8
LIMITATION OF CITY'S LIABILITY

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action, for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds one times the total amounts paid to PayByPhone under this agreement in the 12 month period preceding the event giving rise to the claim. Vendor hereby expresses its willingness to enter into this Agreement with Vendor's recovery from the City for any damage action for breach of contract to be limited to a maximum amount of one times the total amounts paid to PayByPhone under this agreement in the 12 month period preceding the event giving rise to the claim.

Accordingly, and notwithstanding any other term or condition of this Agreement, Vendor hereby agrees that the City shall not be liable to the Vendor for damages in an amount in excess of one times the total amounts paid to PayByPhone under this agreement in the 12 month period preceding the event giving rise to the claim for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement.

Nothing contained in this section or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability, as set forth in Section 768.28, Florida Statutes.

In no event shall any party be liable for consequential, special, indirect or incidental damages, including but not limited to any damages resulting from loss of use or profits arising out of or in connection with this agreement, whether in an action based on contract, tort (including negligence) or any other legal theory, even if the party has been advised of the possibility of such damages.

SECTION 9
DUTY OF CARE/COMPLIANCE WITH APPLICABLE LAWS/PATENT RIGHTS; COPYRIGHT; AND CONFIDENTIAL FINDINGS

9.1 DUTY OF CARE

With respect to the performance of the Services contemplated herein, Vendor shall exercise that degree of skill, care, efficiency and diligence normally exercised by reasonable persons and/or recognized professionals with respect to the performance of comparable work and/or services.

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9.2 COMPLIANCE WITH APPLICABLE LAWS

In its performance of the Services, Vendor shall comply with all applicable laws, ordinances, and regulations of the City, Miami-Dade County, the State of Florida, and the federal government, as applicable.

9.3 PATENT RIGHTS; COPYRIGHT; CONFIDENTIAL FINDINGS

a. PayByPhone agrees to defend and indemnify City for all losses, costs and damages resulting from a claim and/or determination that the Services as supplied to the City infringe any United States patent rights, copyrights or trademarks provided that: City promptly notifies PayByPhone in writing upon City becoming aware of the existence of any such suit, action, proceeding or threat; allows PayByPhone sole control of the defense and/or settlement thereof; provides such reasonable cooperation as PayByPhone may require; and, makes no admissions or other statements which may be prejudicial to PayByPhone. In no event shall City consent to any judgment or decree or do any other act in compromise of any such claim without PayByPhone's express prior written consent. In no event will PayByPhone be liable for the payment of any amount agreed to in settlement without its express consent.

b. In the event that the City is enjoined from its use of the Services due to a proceeding based upon the infringement of patent, copyright or trademark in the United States, PayByPhone shall, at its option, either:

i. promptly render the product non-infringing and capable of providing services as intended; or
ii. procure for City and its customers the right to continue using its product; or
iii. replace the product with non-infringing goods; or
iv. remove the product and refund any expense of the City.

c. PayByPhone shall have no liability in respect of any claim based upon:

i. use, operation or combination of its product with software, hardware, data, or equipment not supplied by PayByPhone if such infringement would have been avoided but for such use, operation or combination; or
ii. use of products other than in accordance with PayByPhone's specifications if such infringement would have been avoided but for use of the Products not in accordance with PayByPhone specifications; or
iii. its products that have been modified by any party other than PayByPhone if such infringement would have been avoided but for such modification.

d. Neither party will disclose the other party's or its affiliates' confidential or proprietary information, including Transaction Data and User Profile Data ("Confidential Information") (including the terms of this Agreement and any information provided by the other party that is confidentially maintained or proprietary or which derives value from not being generally known to persons who can obtain economic value from its disclosure or use or that a reasonable person would consider confidential, given the context) except:

i. with the other party's consent;

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ii. to employees, agents and contractors who have a need to know in the discharge of their duties and who are subject to a contractual obligation to keep such information confidential that is at least as restrictive as this Agreement; or

iii. when required to do so by law or by any binding rule, order or request.

For purposes of this Section 9.3, the parties agree that confidential or proprietary information does not include any information that is:

i. already known to the receiving party at the time of disclosure hereunder (other than from the other party or its affiliates) as demonstrated by its written records;

ii. now or hereafter becomes publicly known other than through acts or omissions of the receiving party, or anyone to whom the receiving party disclosed such information;

iii. disclosed to the receiving party, by a third party, under no obligation of confidentiality to the disclosing party or any other party; or

iv. independently developed by the receiving party without reliance on the confidential information of the disclosing party as shown by its written records.

Each party shall exercise reasonable commercial care in protecting the confidentiality of the other party's confidential information disclosed to it. The parties agree that an actual or threatened breach of this provision would result in irreparable harm to the party whose confidential information would be disclosed in breach, and shall entitle that party to temporary or permanent injunctive relief without proof of actual damages.

SECTION 10
GENERAL PROVISIONS

10.1 AUDIT AND INSPECTIONS

Upon reasonable verbal or written notice to Vendor, and at any time during normal business hours (i.e. 9AM – 5PM, Monday through Fridays, excluding nationally recognized holidays), and as often as the City Manager may, in his/her reasonable discretion and judgment, deem necessary, there shall be made available to the City Manager, and/or such representatives as the City Manager may deem to act on the City's behalf, to audit, examine, and/ or inspect, any and all other documents and/or records relating to all matters covered by this Agreement. Vendor shall maintain any and all such records at its place of business at the address set forth in the "Notices" section of this Agreement.

10.2 INSPECTOR GENERAL AUDIT RIGHTS

(A) Pursuant to Section 2-256 of the Code of the City of Miami Beach, the City has established the Office of the Inspector General which may, on a random basis, perform reviews, audits, inspections and investigations on all City contracts, throughout the duration of said contracts. This random audit is separate and distinct from any other audit performed by or on behalf of the City.

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(B) The Office of the Inspector General is authorized to investigate City affairs and empowered to review past, present and proposed City programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor City projects and programs. Monitoring of an existing City project or program may include a report concerning whether the project is on time, within budget and in conformance with the contract documents and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Vendor, its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption. Pursuant to Section 2-378 of the City Code, the City is allocating a percentage of its overall annual contract expenditures to fund the activities and operations of the Office of Inspector General.

(C) Upon ten (10) days written notice to the Vendor, the Vendor shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General is empowered to retain the services of independent private sector auditors to audit, investigate, monitor, oversee, inspect and review operations activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Vendor its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption.

(D) The Inspector General shall have the right to inspect and copy all documents and records in the Vendor's possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.

(E) The Vendor shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this Agreement, for examination, audit, or reproduction, until three (3) years after final payment under this Agreement or for any longer period required by statute or by other clauses of this Agreement. In addition:

i. If this Agreement is completely or partially terminated, the Vendor shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and

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ii. The Vendor shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this Agreement until such appeals, litigation, or claims are finally resolved.

(F) The provisions in this section shall apply to the Vendor, its officers, agents, employees, subcontractors and suppliers. The Vendor shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Vendor in connection with the performance of this Agreement.

(G) Nothing in this section shall impair any independent right to the City to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the City by the Vendor or third parties.

10.3 ASSIGNMENT, TRANSFER OR SUBCONSULTING

With the exception of an assignment to PayByPhone's parent company, Vendor shall not subcontract, assign, or transfer all or any portion of any work and/or service under this Agreement without the prior written consent of the City Manager, which consent, if given at all, shall be in the Manager's sole judgment and discretion. Neither this Agreement, nor any term or provision hereof, or right hereunder, shall be assignable unless as approved pursuant to this section, and any attempt to make such assignment (unless approved) shall be void.

10.4 PUBLIC ENTITY CRIMES

Prior to commencement of the Services, the Vendor shall file a State of Florida Form PUR 7068, Sworn Statement under Section 287.133(3)(a) Florida Statute on Public Entity Crimes with the City's Procurement Division.

10.5 NO DISCRIMINATION

In connection with the performance of the Services, the Vendor shall not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, sex, age, disability, religion, income or family status.

Additionally, Vendor shall comply fully with the City of Miami Beach Human Rights Ordinance, codified in Chapter 62 of the City Code, as may be amended from time to time, prohibiting discrimination in employment, housing, public accommodations, and public services on account of actual or perceived race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, age, disability, ancestry, height, weight, domestic partner status, labor organization membership, familial situation, or political affiliation.

10.6 CONFLICT OF INTEREST

Vendor herein agrees to adhere to and be governed by all applicable Miami-Dade County Conflict of Interest Ordinances and Ethics provisions, as set forth in the Miami-Dade County Code, as may be amended from time to time; and by the City of Miami Beach Charter and Code, as may be amended from time to time; both of which are incorporated by reference as if fully set forth herein.

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Vendor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of the Services. Vendor further covenants that in the performance of this Agreement, Vendor shall not employ any person having any such interest. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefits arising therefrom.

10.7 VENDOR'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

(A) Vendor shall comply with Florida Public Records law under Chapter 119, Florida Statutes, as may be amended from time to time.

(B) The term "public records" shall have the meaning set forth in Section 119.011(12), which means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the City.

(C) Pursuant to Section 119.0701 of the Florida Statutes, if the Vendor meets the definition of "Contractor" as defined in Section 119.0701(1)(a), the Vendor shall:

(1) Keep and maintain public records required by the City to perform the service;

(2) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the Agreement if the Vendor does not transfer the records to the City;

(4) Upon completion of the Agreement, transfer, at no cost to the City, all public records in possession of the Vendor or keep and maintain public records required by the City to perform the service. If the Vendor transfers all public records to the City upon completion of the Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

(D) REQUEST FOR RECORDS; NONCOMPLIANCE.

(1) A request to inspect or copy public records relating to the City's contract for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Vendor of the request, and the Vendor must provide the records to the City or allow the records to be inspected or copied within a reasonable time.

(2) Vendor's failure to comply with the City's request for records shall constitute a breach of this Agreement, and the City, at its sole discretion, may: (1) unilaterally terminate the Agreement; (2) avail itself of the remedies set forth under the Agreement; and/or (3) avail itself of any available remedies at law or in equity.

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(3) A Vendor who fails to provide the public records to the City within a reasonable time may be subject to penalties under s. 119.10.

(E) CIVIL ACTION.

(1) If a civil action is filed against a Vendor to compel production of public records relating to the City's contract for services, the court shall assess and award against the Vendor the reasonable costs of enforcement, including reasonable attorneys' fees, if:

a. The court determines that the Vendor unlawfully refused to comply with the public records request within a reasonable time; and

b. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Vendor has not complied with the request, to the City and to the Vendor.

(2) A notice complies with subparagraph (1)(b) if it is sent to the City's custodian of public records and to the Vendor at the Vendor's address listed on its contract with the City or to the Vendor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

(3) A Vendor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

(F) **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

CITY OF MIAMI BEACH
ATTENTION: RAFAEL E. GRANADO, CITY CLERK
1700 CONVENTION CENTER DRIVE
MIAMI BEACH, FLORIDA 33139
E-MAIL: RAFAELGRANADO@MIAMIBEACHFL.GOV
PHONE: 305-673-7411

10.8 FORCE MAJEURE

(A) A "Force Majeure" event is an event that (i) in fact causes a delay in the performance of the Vendor or the City's obligations under the Agreement, and (ii) is beyond the reasonable control of such party unable to perform the obligation, and (iii) is not due to an intentional act, error, omission, or negligence of such party, and (iv) could not have reasonably been foreseen and prepared for by such party at any time prior to the occurrence of the event. Subject to the foregoing criteria, Force Majeure may include events such as war, civil insurrection, riot, fires, epidemics, pandemics, terrorism, sabotage, explosions, embargo restrictions, quarantine restrictions, transportation accidents, strikes, strong hurricanes or tornadoes, earthquakes, or other acts of God which prevent performance. Force Majeure shall not include technological impossibility,

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inclement weather, or failure to secure any of the required permits pursuant to the Agreement.

(B) If the City or Vendor's performance of its contractual obligations is prevented or delayed by an event believed by to be Force Majeure, such party shall immediately, upon learning of the occurrence of the event or of the commencement of any such delay, but in any case within fifteen (15) business days thereof, provide notice: (i) of the occurrence of event of Force Majeure, (ii) of the nature of the event and the cause thereof, (iii) of the anticipated impact on the Agreement, (iv) of the anticipated period of the delay, and (v) of what course of action such party plans to take in order to mitigate the detrimental effects of the event. The timely delivery of the notice of the occurrence of a Force Majeure event is a condition precedent to allowance of any relief pursuant to this section; however, receipt of such notice shall not constitute acceptance that the event claimed to be a Force Majeure event is in fact Force Majeure, and the burden of proof of the occurrence of a Force Majeure event shall be on the requesting party.

(C) No party hereto shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable, in whole or in part, by Force Majeure to carry out such obligations. The suspension of any of the obligations under this Agreement due to a Force Majeure event shall be of no greater scope and no longer duration than is required. The party shall use its reasonable best efforts to continue to perform its obligations hereunder to the extent such obligations are not affected or are only partially affected by the Force Majeure event, and to correct or cure the event or condition excusing performance and otherwise to remedy its inability to perform to the extent its inability to perform is the direct result of the Force Majeure event with all reasonable dispatch.

(D) Obligations pursuant to the Agreement that arose before the occurrence of a Force Majeure event, causing the suspension of performance, shall not be excused as a result of such occurrence unless such occurrence makes such performance not reasonably possible. The obligation to pay money in a timely manner for obligations and liabilities which matured prior to the occurrence of a Force Majeure event shall not be subject to the Force Majeure provisions.

(E) Notwithstanding any other provision to the contrary herein, in the event of a Force Majeure occurrence, the City may, at the sole discretion of the City Manager, suspend the City's payment obligations under the Agreement, and may take such action without regard to the notice requirements herein. Additionally, in the event that an event of Force Majeure delays a party's performance under the Agreement for a time period greater than thirty (30) days, the City may, at the sole discretion of the City Manager, terminate the Agreement on a given date, by giving written notice to Vendor of such termination. If the Agreement is terminated pursuant to this section, Vendor shall be paid for any Services satisfactorily performed up to the date of termination; following which the City shall be discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement. In no event will any condition of Force Majeure extend this Agreement beyond its stated term.

10.9 E-VERIFY

(A) Vendor shall comply with Section 448.095, Florida Statutes, "Employment Eligibility" ("E-

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Verify Statute"), as may be amended from time to time. Pursuant to the E-Verify Statute, commencing on January 1, 2021, Vendor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees during the Term of the Agreement, provide an affidavit stating that the Vendor does not employ, contract with, or subcontract with an unauthorized alien, or, upon the City's written request, otherwise demonstrate Vendor's compliance with Section 448.095 as described therein. Additionally, Vendor shall expressly require any subcontractor performing work or providing services pursuant to the Agreement to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract Term, as applicable. If Vendor enters into a contract with an approved subcontractor, the subcontractor must provide the Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Vendor shall maintain a copy of such affidavit for the duration of the Agreement or such other extended period as may be required under this Agreement.

(B) TERMINATION RIGHTS.

(1) If the City has a good faith belief that Vendor has knowingly violated Section 448.09(1), Florida Statutes, the City shall terminate this Agreement with Vendor for cause, and the City shall thereafter have or owe no further obligation or liability to Vendor.

(2) If the City has a good faith belief that a subcontractor has knowingly violated the foregoing Subsection 10.9(A), but the Vendor otherwise complied with such subsection, the City will promptly notify the Vendor and order the Vendor to immediately terminate the Agreement with the subcontractor. Vendor's failure to terminate a subcontractor shall be an event of default under this Agreement, entitling City to terminate the Vendor's contract for cause.

(3) A contract terminated under the foregoing Subsection (B)(1) or (B)(2) is not in breach of contract and may not be considered as such.

(4) The City or Vendor or a subcontractor may file an action with the Circuit or County Court to challenge a termination under the foregoing Subsection (B)(1) or (B)(2) no later than 20 calendar days after the date on which the contract was terminated.

(5) If the City terminates the Agreement with Vendor under the foregoing Subsection (B)(1), Vendor may not be awarded a public contract for at least 1 year after the date of termination of this Agreement.

(6) Vendor is liable for any additional costs incurred by the City as a result of the termination of this Agreement under this Section 10.9.

10.10 TRADEMARKS; PROMOTION MATERIALS

PayByPhone hereby grants the City a non-transferable, non-sublicensable, non-exclusive license to use its name and trademarks, without modification unless approved by PayByPhone, solely in connection with the City's marketing and use of the Services in the City facilities.

10.11 STATUS MEETINGS

On periodic basis, but not less than quarterly, an appropriate representative of each party shall conduct a joint meeting to discuss the status of the Services, as well as to answer questions, gather information and resolve disputes that may occur from time to time. It is the expectation of the parties that the representatives of the parties shall communicate directly with one another and

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work directly with one another to ensure that all Services provided hereunder are completed on a timely and complete basis. All meetings pursuant to this Section 10.11 may be face to face, video or telephonic meetings as may be agreed upon by the parties. Each party shall bear its own costs of attending or participating in such meetings.

10.12 SIGNAGE

PayByPhone shall, at no cost to the City, coordinate with the City's other mobile parking payment provider, ParkMobile, to design, procure, and deliver all signage for the Parking Locations, including any signage necessary to replace outdated signage placed at a Parking Location under a previous agreement. All signage shall include information for both ParkMobile and PayByPhone equally. ParkMobile and PayByPhone shall coordinate the production of the Signage and shall secure the prior written approval of the City. Upon receiving approval from the City, PayByPhone and ParkMobile shall produce and deliver all signage to the City. The City shall be responsible for the costs of all subsequent Signage for go-live or additional phase areas. The City is responsible for the installation of all signs and decals.

The number of signs included for a Parking Location shall be mutually agreed upon by the City, PayByPhone, and ParkMobile for each Parking Location.

SECTION 11
NOTICES

Until changed by notice, in writing, all such notices and communications shall be addressed as follows:

TO VENDOR:

PayByPhone US Inc.
c/o PayByPhone Technologies Inc.
600-1290 Homer Street
Vancouver, BC V6B 2Y5
Canada
Attn: Legal

With a copy to: legal@paybyphone.com

TO CITY:

City of Miami Beach, Parking Department
C/O Parking Director
1755 Meridian Avenue, 2nd Floor
Miami Beach, Florida 33139
MonicaBeltran@miamibeachfl.gov

All notices mailed electronically to either party shall be deemed to be sufficiently transmitted.

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SECTION 12
MISCELLANEOUS PROVISIONS

12.1 CHANGES AND ADDITIONS

This Agreement cannot be modified or amended without the express written consent of the parties. No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. In the event Client wishes to add new Parking Locations in addition to the Initial Parking Locations (the "Additional Parking Locations") or to add parking spaces to an existing Parking Location, the amendment will be effective against both parties if it is in the form of email between implementation personnel of the parties and, effective the date of such email, the Exhibit B will be read to include these Additional Parking Locations or parking spaces.

12.2 SEVERABILITY

If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected and every other term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

12.3 WAIVER OF BREACH

A party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A party's waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

12.4 JOINT PREPARATION

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

12.5 REPRESENTATIONS and WARRANTIES

Each of PayByPhone and City hereby represents, warrants, and covenants to the other party hereto as follows:

(a) It is duly organized and validly existing under the laws of the state of its incorporation and has full power and authority to carry on its business as it is now being conducted and to own and operate its properties and assets;

(b) The execution, delivery and performance of this Agreement by such party has been duly authorized by all requisite corporate or limited liability company action, as applicable;

(c) It has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and

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(d) The execution, delivery and performance by it of this Agreement and its compliance with the terms and provisions hereof do not and will not conflict with or result in a breach of any of the terms or provisions of or constitute a default under the provisions of its charter documents or bylaws, or any order, writ, injunction or decree of any court or governmental authority entered against it or by which any of its property is bound.

12.6 DISCLAIMER OF WARRANTIES

THE SERVICES ARE PROVIDED "AS IS" AND WITH ALL FAULTS RELATED TO ANY THIRD PARTY HARDWARE OR EQUIPMENT AS MAY BE REQUIRED FOR USE OF THE PAYBYPHONE SERVICE. PAYBYPHONE DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, DIRECTLY OR INDIRECTLY, INCLUDNG WITHOUT LIMITATION, ANY WARRANTY OF CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF USE WITH RESPECT TO, ARISING OUT OF OR IN CONNECTION WITH ANY THIRD PARTY HARDWARE USED IN CONNECTION WITH THE SERVICES TO BE PERFORMED HEREUNDER BY SUCH PARTY OR THE RESULTS OBTAINED THEREBY.

12.7 ENTIRETY OF AGREEMENT

The City and Vendor agree that this is the entire agreement between the parties. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Title and paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the parties to this Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials, as of the date first entered above.

FOR CITY:

CITY OF MIAMI BEACH, FLORIDA

ATTEST:

By: _____
Rafael E. Granado, City Clerk

_____
Alina T. Hudak, City Manager

Date: MAR 5 – 2024

FOR VENDOR:

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

_____ 12/22/23
City Attorney Date

PAYBYPHONE US INC.

By: _____

_____
Satyajit (Sonny) Samra, President

Date: Feb. 2, 2024

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EXHIBIT A
SERVICE AGREEMENT

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EXHIBIT A
COOPERATION AND SERVICE AGREEMENT

For the purposes of this Exhibit C – Cooperation and Service Agreement, "PayByPhone" shall mean PayByPhone US Inc., a provider of enhanced mobile commerce solutions, a Delaware corporation with its address at 48 Wall Street, Suite 1100, New York, New York 10005 and "Client" shall mean the City of Miami Beach, a provider of parking services with its address at: 1700 Convention Center Drive, Miami Beach, Florida, 33139.

AGREEMENT

Section 1 THE PAYBYPHONE MOBILE PAYMENT PLATFORM AND APPLICATIONS

1.1 PAYBYPHONE MOBILE PAYMENT APPLICATION

PayByPhone agrees to roll out the PayByPhone mobile payment service for use at Client's managed and owned parking facilities as agreed upon by PayByPhone and Client, to allow for consumers to pay for the use of Client's parking facilities through personal wireless devices (e.g., cellular telephones) or other wireless systems. QR code access to the payment service is not included.

1.2 PAYBYPHONE MANAGEMENT INFORMATION SYSTEM

PayByPhone will operate and manage a software application for Client that will provide near real time information and management reports on the transactions conducted utilizing the PayByPhone mobile payment service (the "Portal"). PayByPhone will host the Portal on its network. Client will access the Portal through a browser-based program installed on Client's computer hardware.

1.3 COMPUTER, NETWORKING AND TELECOMMUNICATION SYSTEMS

PayByPhone will own or possess, and will operate and maintain, all computer and networking hardware and software and data required to operate the PayByPhone mobile payment services service as contemplated in this Agreement, other than Client's existing computer and telecommunications systems.

1.4 MOBILE PAYMENT SERVICE ENFORCEMENT

Client agrees to supply Wireless Devices to employees in the field to provide real time confirmation of validly parked vehicles.

1.5 REPORTS

PayByPhone will provide Client with a set of standard self-serve reports in the Portal. Any changes or customizations to the standard set of reports will be subject to PayByPhone's prior approval and then-current PayByPhone professional services fees.

See https://www.paybyphone.com/pdf/us/pbp_professionalservicessamplerates.pdf for sample rates.

1.6 PAYBYPHONE INTERACTIVE VOICE RESPONSE

PayByPhone will provide the PayByPhone interactive voice response solution ("IVR") for use at Client's managed and/or owned parking facilities, as agreed upon by PayByPhone and Client, to allow for consumers to call and pay for the use of the Parking Location by calling the applicable service number displayed on the parking sign, parking meter, and/or pay station. Client is responsible for paying all Transaction Fees, as outlined in Appendix A, for each Transaction made through IVR.

1.7 PAYBYPHONE RIGHTS & RATES

PayByPhone will provide Client with the PayByPhone Rights & Rates service ("Rights & Rates") to allow Client to control eligibility to park at Client parking facilities and to assign special parking rules and prices to select segments of drivers. In this Agreement, a "Right" is the entitlement to start a parking session at a Parking Location and/or qualify for a specific rate/restriction. Client is responsible for paying the Rights & Rates implementation and

subscription fees, as outlined in Appendix A, for the number of Client parking spaces as agreed upon between PayByPhone and Client.

1.8 USE OF QR CODE

At Client's request, as part of the PayByPhone mobile payment service, PayByPhone will provide to Client, and include on the relevant signage at Client's parking facilities or in marketing materials, QR codes which will allow consumers to access the PayByPhone mobile payment service through QR code scanning, at no additional cost. Client acknowledges that inclusion of QR codes in the payment service is associated with a material risk of fraudulent activity by third parties who may manually replace QR codes on Client signage with their own codes and redirect the consumers to their sites for payment, resulting in losses to Client, PayByPhone and consumers. Client releases PayByPhone from any liability for any claims, actions or losses resulting from or associated with such fraudulent activity at Client's parking facilities and, to the extent permitted by law, agrees to indemnify PayByPhone against any and all third party claims, actions, losses resulting from or arising out of such fraudulent activity, as set out in section 8.2 of this Agreement. Client will reimburse PayByPhone for the cost of removing fraudulent QR signage from Client's parking facilities and for the costs of customer support and call centre fees associated with calls related to fraudulent signage at Client's parking spaces. PayByPhone will provide evidence supporting determination of the costs, but PayByPhone's calculations will be conclusive of the same. PayByPhone reserves the right to discontinue the support for the QR code feature with 10 day written notice to Client if the fraudulent activity at Client's parking facilities persists for longer than 6 weeks.

1.9 PAYBYPHONE VALIDATIONS PORTAL

Subject to the terms and conditions of this Agreement, PayByPhone will provide Client a parking validation subscription service, which allows Client to access a web-based parking validation and complimentary parking management portal to enter and manage license plate information to validate consumer parking sessions (the "Validations Portal"). Client is responsible for paying all Validations Portal fees, as set out in Appendix A, for the Parking Location(s), as agreed upon between PayByPhone and Client. Notwithstanding anything contrary to this Agreement, Client may not terminate its subscription to the Validations Portal for any reason for six months from the date the Validations Portal is set up for Client. Client shall not: (a) reverse engineer, decompile, dissemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, know-how or algorithms relevant to the Validations Portal; (b) create derivative works based on the Validations Portal; or (c) encourage or assist any third party to do the foregoing.

Section 2 FEES AND PAYMENTS

2.1 MERCHANT ACCOUNT

Merchant account refers to Client's merchant account set up with Client's acquiring bank. PayByPhone will cover the cost of linking one (1) Client merchant account with PayByPhone's gateway provider. Client agrees to cover the cost of merchant account updates including all third party fees and then-current PayByPhone professional services

2.2 TRANSACTION TESTING

PayByPhone reserves the right to execute test transactions from time to time to ensure top performance of the system and account. PayByPhone may execute up to ten test transactions per month without adjusting the Client invoice.

2.3 THIRD PARTY INTEGRATION

In the event that system changes (such as upgrades) by a third party that will impact the PayByPhone integration with Client sub-systems such as enforcement, Client agrees to pay for all PayByPhone development costs required to maintain such integration. PayByPhone will notify Client, in advance, of any such integration costs that could be added.

Section 3 EXCLUSIVITY

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The parties expressly acknowledge that Client currently engages, and/or may in the future, at its option, add, other providers of mobile parking payment applications ("Third Party Providers"), through contracts for the same parking facilities and metered stalls covered by this Agreement.

Section 4 MARKETING, PROMOTION AND USER EDUCATION

4.1 MARKETING EVENTS

PayByPhone may conduct on-site marketing events and campaigns for its service, whereby PayByPhone will inform parking lot consumers of the availability of the PayByPhone mobile payment services as well as any promotions available, with the knowledge and approval of Client which is not to be unreasonably withheld.

4.2 CLIENT TRAINING

PayByPhone will provide initial training to Client using a "Train the Trainer" (the "Client Trainer") model on the self-served PayByPhone Service Management Interface (SMI). The said Client Trainer will, at its own expense, train its staff and employees, including patrollers, to operate the mobile payment services and related applications and technology. Additional training sessions are available at the then current professional services rates. See https://www.paybyphone.com/pdf/us/pbp_professionalservicessamplerates.pdf for sample rates.

Section 5 INTELLECTUAL PROPERTY

5.1 INTELLECTUAL PROPERTY RIGHTS

5.1.1 The parties acknowledge and agree that any trademarks, patents, trade names, logos, trade dress, domain names, copyrights or licenses therein, or other enforceable intellectual property rights and whether in hard or electronic copy (collectively "Intellectual Property") belonging to the other party, given to them under this Agreement is and shall remain the property of that party for the duration of the Term of this Agreement.

5.1.2 Except as expressly stated, nothing in this Agreement shall be deemed or interpreted to convey, transfer or assign any Intellectual Property rights to the other party.

5.1.3 Each party reserves the right to approve in advance the use of its Intellectual Property by the other party in upon the advance written approval or as previously agreed upon in writing by the parties.

5.1.4 Upon termination of this Agreement for any reason the parties will use reasonable endeavours to ensure that all such Intellectual Property and material are removed from display and/or destroyed at the request of the other party save where such Intellectual Property is held by the parties in compliance with any statutory obligations and/or the maintenance of proper records.

5.1.5 The parties undertake that they have all necessary permissions, licenses and rights to use the Intellectual Property of third parties for the purposes of this Agreement.

5.1.6 To the extent permitted by law, each party shall indemnify (for the purposes of this clause, the "Indemnifying Party") the other (for the purposes of this clause the "Indemnified Party") against all actions, claims, proceedings, costs and expenses (including reasonable legal fees) arising from any actual infringement of Intellectual Property rights of whatever nature insofar as these relate to the Intellectual Property rights developed and owned by the Indemnifying Party or licensed to the Indemnified Party which claims, actions or proceedings arise as a result of the Indemnified Party's use of any of the Services, except that the indemnity shall not apply to any actions, claims or proceedings which are attributable to any breach of contract or negligent act or omission on the part of the Indemnified Party or where such actions, claims or proceedings relate to any developments of the services carried out by or at the request of the Indemnified Party except where the Indemnifying Party knew or ought to have known that such

development of the services requested by the Indemnified Party would result in an infringement of Intellectual Property rights.

5.1.7 The Indemnified Party shall notify the Indemnifying Party in writing of any such action, claim or proceeding and shall not make any admission unless the Indemnifying Party gives prior written consent.

5.1.8 At the Indemnifying Party's request and expense, the Indemnified Party shall permit the Indemnifying Party to conduct all negotiations and litigation. The Indemnified Party shall give all assistance as the Indemnifying Party may reasonably request and the Indemnifying Party shall pay the Indemnified Party's costs and expenses so incurred.

5.1.9 The Indemnifying Party may, at its expense: (i) obtain a license to enable the Indemnified Party to continue to use the Services, or (ii) modify or replace the Services to avoid any alleged or actual infringement or breach, or (iii) terminate the provision of the affected elements of the Services. Where the Indemnifying Party exercises options (i) or (ii) the functionality of such modification or replacement shall not materially affect the performance of the Services.

5.2 CLIENT INFORMATION

5.2.1 "Client Data" means all data provided directly by the Client to PayByPhone in relation to this Agreement, including Client's parking rates, Client's identifiers for Parking Locations and parking stalls, merchant account information, enforcement equipment and practices, and parking policies.

5.2.2 During the term of this Agreement and for such time after as not expressly prohibited, PayByPhone may obtain, store and use such Client Data for any purpose, including without limitation providing and improving services under this Agreement, so long as it complies with applicable data protection laws, contractual obligations and any other applicable requirements with respect to the Client Data. PayByPhone shall retain exclusive ownership of all rights in any derivative data it develops based on Client Data.

5.2.3 Following termination of this Agreement, PayByPhone will, at Client's written request, return to Client or destroy all Client Data and copies thereof. Notwithstanding the foregoing, PayByPhone shall be permitted to retain such copies of, or any computer records or files containing, the Client Data: (a) that has been archived by PayByPhone's automatic electronic archiving and back-up procedures, to the extent created and retained in a manner consistent with PayByPhone's standard archiving and back-up procedures; and (b) to the extent required by applicable law.

5.3 CUSTOMER INFORMATION

5.3.1 The parties will share information and data directly relating to drivers' parking sessions through the PayByPhone service at the Parking Locations ("Parking Sessions") and as may be required by the Client for parking enforcement, fines, and proceedings ("Transaction Data"). Transaction Data may include vehicle license plate, parking session date, time, duration, zone number and amount paid, details of parking fines/violation notices, and parking session details obtained through customer service centre, and does not include User Profile Data (defined below).

5.3.2 In using, sharing, or otherwise processing Transaction Data, PayByPhone and Client must comply with applicable data protection laws, contractual obligations and any other applicable requirements. Each party is responsible to the PayByPhone service users and other third parties for its respective use, sharing and processing of Transaction Data, whether it performs such use, sharing and processing directly or through third parties. Each party acts as a "data controller" with respect to Transaction Data for the purposes any privacy legislation that uses that

concept and is applicable to the party's activities. Each party agrees to provide such assistance as is reasonably required to enable the other party to comply with the applicable data protection laws.

5.3.3 Any information about or with respect to PayByPhone service users that is not related to parking sessions at the Parking Locations, including without limitation, information provided by users upon registration for a PayByPhone account and data about the user's activity in the PayByPhone account or the PayByPhone applications ("User Profile Data") shall be exclusively owned by PayByPhone. PayByPhone shall retain exclusive ownership of all rights in any derivative data it develops based on Transaction Data and User Profile Data.

5.4 PAYBYPHONE'S SERVICES TO CUSTOMERS

The parties acknowledge that PayByPhone service users hold the PayByPhone account under terms of service established by PayByPhone. Under these terms of service, PayByPhone may offer users an option to receive service communications by SMS text ("SMS Communications"), including reminders to extend a parking session and confirmations of successful registration for a parking session. Client agrees that, at any time during the Term, PayByPhone may charge any users who opt into these services a fee ("SMS Fee") for each SMS Communication sent by PayByPhone with respect to an initial parking session or extension of a parking session and may set the amount of the SMS Fee with reference to the cost PayByPhone incurs in delivering this optional service. At the time of entering into this Agreement, the SMS Fee is equal to $0.15 inclusive of taxes payable by the user. PayByPhone will provide Client with 30 day written notice of an increase in the amount of the SMS Fee. PayByPhone shall be responsible for any taxes applicable to the SMS Fees. PayByPhone records will be conclusive evidence with respect to the amount of SMS Fees collected during a billing period. The SMS Fees will be added to the total charged to the user in respect of a parking session or extension of a parking session.

Unless under the terms of the Agreement PayByPhone is designated as the merchant of record for parking fees paid using PayByPhone mobile payment service, PayByPhone and Client agree to designate Client as the merchant of record for any SMS Fees only. In that case, Client will collect PayByPhone's SMS Fees and remit to PayByPhone. Remittance will be made via electronic payment or cheque and may be included in the amount that also includes fees payable by Client to PayByPhone under this Agreement.

Section 6 INTENTIONALLY OMITTED

Section 7 DISCLAIMER, INDEMNIFICATION AND LIMITATION OF LIABILITY

7.1 DISCLAIMER

Except as expressly set forth in this agreement, PayByPhone does not make, and hereby specifically disclaims, any representations or warranties, express or implied, regarding the PayByPhone mobile payment services, including any implied warranties of title, merchantability, fitness for a particular purpose or non-infringement. Client acknowledges that the PayByPhone mobile payment services and services furnished by PayByPhone under this agreement (including, without limitation, any servers or other hardware, software, applications and any other items used or provided by PayByPhone or any third parties in connection with providing access to or hosting any of the foregoing or the performance of any services by PayByPhone under this agreement) are provided by PayByPhone "as is".

7.2 PARKING RATES

Client will be given access to parking rate data in order to confirm the parking rates at each Parking Location via the Portal. PayByPhone will make every attempt at ensuring the rates are configured correctly; upon completion of each Parking Location setup, it is the Client's responsibility to ensure all rates are configured correctly. Failing to do so shall exclude PayByPhone from any liability. Client shall implement any parking rate changes via the Portal following the Parking Location setup. In the event Client requests that PayByPhone configure the parking rate changes after the Parking Location setup, Client shall provide PayByPhone with sufficient notice of the rate changes and such work

will be subject to PayByPhone's prior approval and then-current PayByPhone professional services fees. See https://www.paybyphone.com/pdf/us/pbp_professionalservicessamplerates.pdf for sample fees.

Section 8 MISCELLANEOUS

INTENTIONALLY OMITTED

8.1 NO AGENCY

Each party, in all matters relating to this Agreement, will act as an independent contractor and independent employers. Except as otherwise expressly set forth herein, neither party will have authority and will not represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other, or to represent the other as an agent, employee or in any other capacity. Except as otherwise expressly set forth herein, nothing in this Agreement shall be construed to have established any agency, joint venture or partnership between the parties. Neither party shall make any warranties or representations on behalf of the other party.

8.2 COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument. The parties further agree that a signature transmitted via facsimile shall be deemed original for all purposes hereunder.

8.3 CAPTIONS

The captions used in this Agreement are for convenience only and shall not affect in any way the meaning or interpretation of the provision set forth herein.

8.4 CLIENT'S CONDUCT OF BUSINESS THROUGH AFFILIATES

The parties acknowledge that Client may carry out its business through affiliates. Client agrees to cause its affiliates to take such actions and to execute such documents as may be reasonably required to give effect to this Agreement as though references to Client in this Agreement were references to Client and those of its affiliates through which it carries on the business of owning and operating parking facilities.

8.5 PCI-DSS: PAYMENT CARD INDUSTRY DATA SECURITY STANDARD

PayByPhone is responsible for the security of cardholder data which PayByPhone possesses or otherwise stores, processes, or transmits on behalf of the Client. PayByPhone abides by the rules and regulations set forth in the PCI-DSS.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

The City of Miami Beach

Signature: _____

Name: _____

Title: _____

Attest.
Signature: _____
Name: Rafael E. Granado, City Clerk
Date: _____

PayByPhone US Inc.
Signature: _____

Name: Satyajit (Sonny) Samra

Title: President

DocuSign Envelope ID: 13318CA0-0A7B-4990-A928-A446B35B915A

EXHIBIT B
FEE SCHEDULE

Document Ref: I5PN4-XTQMF-OWVPR-MAW82

DocuSign Envelope ID: 13318CA0-0A7B-4990-A928-A446B35B915A

EXHIBIT B
PAYBYPHONE FEES

All amounts are exclusive of any and all taxes, including taxes applicable on fees paid by the driver. For the purposes of this Agreement, "Transaction" includes (a) user registration for a parking session, permit, validation or extension at a Parking Location through the PayByPhone mobile payment service (whether or not any amount is payable to Client by the user), (b) a refund, (c) a charge reversal and (d) any other operation for which PayByPhone incurs a fee from its gateway provider or an acquirer, if applicable.

ITEM	*PRICE*
ONE-TIME SETUP FEES	
Signage – first round of signage production at service launch (installation not included)	Included
Training, consulting, marketing, and customer support as described in the Agreement *Marketing includes a standard launch package*	Included
Mobile payment services setup fee for all Initial Parking Locations	Waived[1]
Integration with enforcement solution software: PayByPhone will include 1 complimentary enforcement integration	Included
Standard PayByPhone city dynamic label	Included
TRANSACTION FEES	
Hourly Parking: Client pays to PayByPhone per Transaction—City serves as Merchant of Record (Client may charge user a non-embedded, on top of price of Convenience Fee of $0.35)	$0.35[2]
Monthly Parking Option: Client pays to PayByPhone per Transaction—City serves as Merchant of Record (Client may charge user a non-embedded, on top of price of Convenience Fee of $1.00)	$1.00[2]
Resident Rate Zero Fee Offering: Verified via PayByPhone's Rights & Rates solution (priced below), residents will receive a $0 cost Convenience Fee if the "double code offering" (see description below) is utilized.	$0.00 per authorized resident
Monthly minimum of total Transaction Fees	Waived
OPTIONAL FEES	
Additional Custom dynamic label	$1,000
Mobile payment service setup fee for Additional Parking Locations	Waived
IVR setup fee	Waived
IVR additional per transaction fee[4]	Waived—Included with standard transaction fee
Rights & Rates setup fee	Reduced $500
Rights & Rates monthly subscription fee for one (1) Right	$199 per month
Validation Portal setup fee	$1,500

Document Ref: I5PN4-XTQMF-OWVPR-MAW82

DocuSign Envelope ID: 13318CA0-0A7B-4990-A928-A446B35B915A

EXHIBIT B
PAYBYPHONE FEES

Validation Portal monthly subscription fee	$250 per Parking Location/mo

NOTES:

1. Mobile payment services setup fee (if applicable) includes configuration, testing, and implementation of a dedicated client account within the PayByPhone system; merchant account integration and testing; set up and training on reporting, customer service, and other elements of the PayByPhone Portal.
2. Any change in the Parking Rates will not affect the price the Client will pay to PayByPhone per Transaction. The Convenience Fee may only be increased by mutual agreement of both parties. Services covered by the Transaction Fee include interactive voice response solution (IVR). Client is responsible for paying all Transactions Fees for all Transactions made through the PayByPhone mobile application, web application, and/or IVR (if applicable).
3. Client is responsible for paying its own credit card processing and merchant banking fees, if Client is merchant of record (MOR).

Double Code Offering: PayByPhone assigns a location code for the area plus a resident location code that will be used by residents only, which provides a $0 Convenience Fee option for residents.

a. If a non-resident were to try to use this resident location and they were not authorized via Rights & Rates, they would be instructed to utilize the standard location code.

Document Ref: I5PN4-XTQMF-OWVPR-MAW82

Contract no. 23-051-02

EXHIBIT C
TIMELINE/ SCHEDULE/SIGNAGE

PayByPhone & City of Miami Beach

Planned Scope of Work & Timeline - Mobile Payments

**All estimated dates and timeframes are dependent upon information being provided to PayByPhone by the City.*

Anticipated Start Date	Task Description	Initiating Lead Designation	PBP Team Member(s)	City Team Member(s)	Task Duration	Estimated Completion Date	Deliverable
11/1/2023	Contract Negotiation	Mutual	Sales, Legal	Procurement, City Manager, Parking, Legal	3 Weeks	22-Nov-23	Fully Executed Agreement
11/29/2023	Project Kickoff Call	PayByPhone	Sales, Implementation, Account Management, Integrations	Parking Admin, Finance, IT, Integration/Enforcement	1 Hour	11/29/2023	Workbook provided, which includes all information needed by PBP to work on the City's implementation for mobile payments. Clearly defined expectations and timelines will be discussed
11/29/2023	Workbook Complete	City		All relevant city/parking team members	2 weeks	12/13/2023	Workbook returned to PayByPhone with completed materials
11/29/2023	Merchant Account Setup	City	Implementation	Finance, Parking Admin	3-4 Weeks	12/27/2023	City to begin setting up merchant account ASAP to ensure available for test transactions necessary prior to go live.
12/13/2023	Enforcement Engaged	PayByPhone	Implementation	Parking Admin & Enforcement	3-4 weeks	1/3/2024	Upon City providing contact information for enforcement partner, PayByPhone will engage with provider to set up integration for enforcement purposes
12/6/2023	Signage Discussion	PayByPhone	Implementation	Parking Admin & Enforcement	2 weeks	12/27/2023	PayByPhone will discuss signage during weekly calls and create mock-ups for approval by City. Upon approval, signage will be ordered for delivery prior to estimated go live.
12/27/2023	Marketing Discussion	PayByPhone	Implementation	Parking Admin & Marketing	Ongoing	TBD	PayByPhone will discuss marketing strategies available to the City and discuss the City's marketing desires to plan marketing efforts to announce mobile payment launch within the City.
1/1/2024	Test Transactions - Merchant	PayByPhone	Implementation	Parking Admin & Finance	1-2 Weeks	1/15/2024	Test transactions will be submitted with coopration from the City to verify visibility within merchant account.
1/1/2024	Test Transactions - Enforcement	PayByPhone	Implementation	Parking Admin & Enforcement	1-2 Weeks	1/15/2024	Test transactions will be submitted with cooperation from the City to verify visibility within enforcement devices
1/1/2024	Signage Installation Planning	City		Parking Admin	1-2 Weeks	1/19/2024	City to install signage and decals with plans to have system live upon install.
1/23/2024	Go Live	PayByPhone	Implementation	Parking Admin	Ongoing	1/23/2024	Go live date may vary based on when signs are installed.

DocuSign Envelope ID: 13318CA0-0A7B-4990-A928-A446B35B915A

Signature Certificate

Reference number: I5PN4-XTQMF-OWVPR-MAW82

Signer	Timestamp	Signature
Sonny Samra Email: ssamra@paybyphone.com		
Sent:	02 Feb 2024 17:39:33 UTC	
Viewed:	02 Feb 2024 21:31:45 UTC	
Signed:	02 Feb 2024 21:33:58 UTC	
Recipient Verification:		IP address: 172.56.105.210
✔Email verified	02 Feb 2024 21:31:45 UTC	Location: Seattle, United States

Document completed by all parties on:
02 Feb 2024 21:33:58 UTC

Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 50,000+ companies worldwide.

ATTACHMENT A

RESOLUTION & COMMISSION AWARD MEMO

RESOLUTION NO. 2024-32867

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING THE AGREEMENTS WITH PARKMOBILE, LLC, AND PAYBYPHONE US INC., FOLLOWING THE SUCCESSFUL NEGOTIATIONS BY THE ADMINISTRATION, PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) NO. 2023-051-WG FOR MOBILE PARKING PAYMENT SYSTEMS; AND AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE THE FINAL AGREEMENTS WITH PARKMOBILE, LLC, AND PAYBYPHONE US INC.

WHEREAS, on February 1, 2023, the Mayor and City Commission approved to issue an RFQ for mobile parking payment solutions; and

WHEREAS, on February 2, 2023, RFQ 2023-051-WG was issued; and

WHEREAS, on April 5, 2023, the City received proposals from the following nine (9) firms:

- Frogparking, Inc.
- Honkmobile USA LTD.
- Hotspot Parking Inc.
- Mobile Smart City Corp
- Parkeon, Inc.
- ParkMobile, LLC
- Passport Labs, Inc.
- PayByPhone US Inc.
- Zipby USA LLC; and

WHEREAS, on May 26, 2023, the Evaluation Committee comprised of Jacqueline Caicedo, Administrative Services Manager, Parking Department; Manny Marquez, Assistant Director, Finance Department; Seychelles Martinez, Chief Software Architect, Information Technology Department; Otniel Rodriguez, Assistant Director, Transportation and Mobility Department; and Alberto Ventura, Assistant Director, Parking Department, convened to consider proposals; and

WHEREAS, the Committee was provided an overview of the project, information relative to the City's Cone of Silence Ordinance, the Government Sunshine Law, general information on the scope of services and a copy of each proposal; and

WHEREAS, the Committee was instructed to score and rank each proposal pursuant to the evaluation criteria established in the RFQ; and

WHEREAS, the evaluation process resulted in the proposers being ranked by the Evaluation Committee in the following order:

1st ranked – ParkMobile, LLC
2nd ranked – PayByPhone US Inc.
3rd ranked – Parkeon, Inc. (Flowbird)
4th ranked – Mobile Smart City Corp
5th ranked – HonkMobile USA LTD.

6th ranked – Passport Labs, Inc.
7th ranked – Zipby USA LLC
8th ranked – Hotspot Parking Inc.
9th ranked – Frogparking, Inc.

WHEREAS, on June 28, 2023, via Resolution No. 2023-32625, the Mayor and City Commission authorized the Administration to simultaneously negotiate with ParkMobile, LLC, and PayByPhone US Inc., the first and second-ranked firms, respectively, with the final negotiated Agreement(s) subject to the prior approval of the Mayor and City Commission; and

WHEREAS, as directed by the City Commission, the Administration successfully negotiated agreements with ParkMobile, LLC and PayByPhone US Inc.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission approve the agreements with ParkMobile, LLC, and PayByPhone Us Inc., following the successful negotiations by the Administration, pursuant to request for qualifications (RFQ) No. 2023-051-wg for Mobile Parking Payment Systems; and authorize the City Manager and City Clerk to execute the final agreements with ParkMobile, LLC, and PayByPhone Us Inc.

PASSED AND ADOPTED this 31 day of January 2024.

ATTEST:

FEB 0 6 2024

RAFAEL E. GRANADO, CITY CLERK

STEVEN MEINER, MAYOR

MIAMI BEACH INCORPORATED MARCH 26 1915

Sponsored by Commissioner Alex J. Fernandez

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney DK Date 1-16-24

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Honorable Mayor Steven Meiner and Members of the City Commission

FROM: Alina T. Hudak, City Manager

DATE: January 31, 2024

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING THE AGREEMENTS WITH PARKMOBILE, LLC, AND PAYBYPHONE US INC., PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) NO. 2023-051-WG, FOR MOBILE PARKING PAYMENT SYSTEMS; AND AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE THE FINAL AGREEMENTS**

RECOMMENDATION

It is recommended that the Mayor and City Commission adopt the Resolution approving the agreements with ParkMobile, LLC, and PayByPhone US, Inc., pursuant to Request for Qualifications (RFQ) 2023-051-WG for mobile parking payment systems. The Resolution also authorizes the City Manager and City Clerk to execute the final agreements.

BACKGROUND/HISTORY

Mobile parking payment systems provide an alternative to the traditional ways of paying for parking such as parking meters. Many firms offer mobile parking payment technology to users through the use of a telephone application. Over the past ten (10) years, the City has engaged with ParkMobile USA, Inc. for provision of these services. The agreement with ParkMobile was set to expire on February 23, 2023.

On October 26, 2022, the City Commission directed the Administration to explore options for contracting with the best mobile parking payment application service, including, but not limited to, mobile parking payment applications being used by neighboring jurisdictions to maximize convenience to residents and local visitors.

Pursuant to the City Commission's direction on October 26, 2022, staff returned to the City Commission on December 14, 2022, after having researched which mobile parking payment solutions were being utilized by neighboring jurisdictions and whether the City could piggyback any of the contracts executed by these agencies. All local jurisdictions were queried, and responses were received from the following:

1) City of Miami/Miami Parking Authority;
2) City of Coral Gables;
3) City of Doral;
4) City of Hallandale and
5) City of Fort Lauderdale.

The City of Miami/Miami Parking Authority responded that its contract had been competitively solicited and awarded to PayByPhone US Inc. ("PayByPhone") in 2014 and is scheduled to expire in 2025. The other four (4) agencies responded that they were piggybacking off the City of Miami/Miami Parking Authority Contract.

The City of Miami/Miami Parking Authority's contract with PayByPhone is similar to the City's current contract with ParkMobile in that it allows for a resident discount rate and does not charge residents a transaction fee. However, unlike the City's current contract, under which the City does not pay any charges (resident transaction fees are absorbed by visitors in the visitor rates charged), the City of Miami/Miami Parking Authority contract would allow the City to absorb the resident transaction fees. Doing so is estimated to cost the City $136,000.00 annually. This estimate is based on approximately 503,000 resident transactions at the current PayByPhone convenience fee of $0.27.

Staff also identified competitive contracts awarded to PayByPhone by the National Cooperative Purchasing Alliance (NCPA) and the City of Tampa. However, the NCPA contract does not allow for discounted rates and no transaction fees to residents. Further, the Agreement with the City of Tampa contains local preference language that typically precludes other agencies from piggybacking.

Staff was unable to identify a contract awarded to PayByPhone that meets the City's current requirements to offer residents discount rates and fee waivers. This is an important distinction because piggybacking typically requires that the agency desiring to piggyback accept the terms, conditions, and pricing of the other agency's contract without modification.

During the research process, staff learned that some jurisdictions (e.g., the City of Tampa) had awarded contracts for mobile parking payment solutions to more than one provider as a means of extending convenience to visitors traveling into the City from areas serviced by other providers.

As a result, the Administration recommended the City Commission authorize the preparation of a competitive solicitation for a replacement contract for mobile parking payment solutions that appropriately prioritizes, among other relevant factors, the convenience to the customer and potential benefits to the City of utilizing a mobile parking payment solution provider used by a majority of neighboring jurisdictions. The solicitation would also allow an award of a contract to more than one mobile parking payment solutions provider if the City Commission deems that doing so is in the City's best interest.

On February 1, 2023, the Mayor and City Commission approved the issuance of RFQ No. 2023-051-WG for mobile parking payment solutions and also approved a month-to-month extension of the current agreement with ParkMobile USA, Inc. until a replacement agreement is executed and mobile parking payment service has been transitioned to a new service provider. RFQ responses were due and received on April 5, 2023. The City received nine (9) proposals from the following firms: Frogparking, Inc., Honkmobile USA LTD., Hotspot Parking Inc., Mobile Smart City Corp, Parkeon, Inc., ParkMobile, LLC, Passport Labs, Inc., PayByPhone US Inc., and Zipby USA LLC

On May 26, 2023, the Evaluation Committee, appointed by the City Manager via Letter to Commission No. 223-2023, convened to consider the proposals received. The results of the Evaluation Committee process are detailed in Attachment A and resulted in the following rankings:

1st ranked – ParkMobile, LLC
2nd ranked – PayByPhone US Inc.
3rd ranked – Parkeon, Inc. (Flowbird)
4th ranked – Mobile Smart City Corp

5th ranked – HonkMobile USA LTD.
6th ranked – Passport Labs, Inc.
7th ranked – Zipby USA LLC
8th ranked – Hotspot Parking Inc.
9th ranked – Frogparking, Inc.

On June 28, 2023, the Mayor and City Commission approved Resolution No. 2023-32625 (attached hereto) authorizing the Administration to simultaneously negotiate with ParkMobile, LLC, and PayByPhone US Inc., the first and second-ranked firms, respectively. The Resolution also requires that the final negotiated Agreement(s) with the recommended proposer(s) shall be subject to the prior approval of the Mayor and City Commission.

ANALYSIS

As directed by the City Commission, staff negotiated agreements with ParkMobile, LLC and PayByPhone US Inc, the 1st and 2nd ranked firms, respectively. ParkMobile and PaybyPhone are leaders in the mobile parking payment field, both were founded over fifteen years ago and have contracts with multiple municipalities in Florida. As the City already has history with ParkMobile as a service provider, adding PaybyPhone to our payment options will further facilitate the parking user experience in the City. Despite the many similarities between these companies, there are also major differences, including management of transaction fees. Negotiation discussions commenced on July 6, 2023, negotiating the waiver of transaction/convenience fees and agreeing to an acceptable resident access format resulted in extensive negotiations. ParkMobile waives transaction fees for City residents. PaybyPhone agreed to the terms proposed by the City and committed to developing technology and implementing operational changes to allow for the waiver of transaction fees for City residents. The Administration's goal was to negotiate similar contracts with both firms to provide for easier enforcement of the agreements, while providing seamless options to customers. Through extensive discussions and a cooperative spirit, this goal was reached. The negotiated Agreements are attached hereto as Attachment A.

The most significant terms are highlighted below.

- The initial term of this Agreement shall be for a period of five (5) years. At the City Manager's sole and absolute discretion and provided further that the concessionaire is not in default under this Agreement, the City may extend the term of this Agreement for two (2) additional two-year periods. The concessionaire shall maintain, for the entirety of any renewal period, the same revenue share, terms, and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period and any renewal option subsequently exercised is not a right of the Concessionaire.
- Both firms have agreed to waive transaction/convenience fees for City residents.
- Both firms agree to Transaction/Convenience fees for non-residents of $.35 per session.
- PaybyPhone and ParkMobile will collaborate to provide signage (ParkMobile will design, procure and deliver the signage and PaybyPhone will cover all costs).
- ParkMobile will continue to utilize the current zones deployed throughout the City.
- For non-residents, PaybyPhone will utilize the same zones deployed by ParkMobile.
- However, for residents, PaybyPhone will require unique zones to access the $.35 transaction fee waiver.

LOBBYIST DISCLOSURE

In accordance with Resolution No. 2023-32857, adopted by the City Commission on December 13, 2023, the following information has been provided by the Administration.

1. Was the Agenda Item initially requested by a lobbyist which, as defined in Code Sec. 2-481, includes a principal engaged in lobbying? No

2. If so, specify name of lobbyist(s) and principal(s): Not Applicable

SUPPORTING SURVEY DATA
Not Applicable

FINANCIAL INFORMATION
For FY23 total parking meter revenue was $27,943,000 of which 85% or $23,751,550 was collected through ParkMobile. Pursuant to this agreement ParkMobile and PayByPhone will collect parking revenue for the City of Miami Beach. A $.35 transaction/convenience fee is charged to non-residents. Transaction/convenience fees are waived for City of Miami Beach residents.

ACCOUNTS:
This is a revenue collection agreement.

CONCLUSION:
Based on the foregoing, it is recommended that the Mayor and City Commission adopt the Resolution, approving the agreements with ParkMobile, LLC, and PayByPhone US Inc., pursuant to Request for Qualifications (RFQ) No. 2023-051-WG, for mobile parking payment systems. The Resolution also authorizes the City Manager and City Clerk to execute the final agreements with ParkMobile, LLC, and PayByPhone US Inc.

ATTACHMENTS:
A – Agreement with ParkMobile, LLC
B – Agreement with PayByPhone US Inc.

RW / MB / AD / KB

ATTACHMENT A

Contract no.23-051-01

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND PARKMOBILE, LLC FOR MOBILE PARKING PAYMENT SYSTEM, PURSUANT TO REQUEST FOR QUALIFICATIONS 2023-051-WG

This Professional Services Agreement ("PSA") and the **ParkMobile, LLC.** Service Agreement ("Service Agreement"), collectively, the "Agreement" is entered into this _____ ("Effective Date"), between the **CITY OF MIAMI BEACH, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida, 33139 (the "City"), and **ParkMobile, LLC**, a Delaware Limited Liability Corporation, whose address is 1100 Spring Street Northwest, Suite 200, Atlanta, GA 30309 ("Vendor" or "ParkMobile").

SECTION 1
DEFINITIONS

Additional Parking Locations:	As defined in Section 12.1 of the Agreement.
Agreement:	This Professional Services Agreement between the City and Vendor, including any exhibits and amendments thereto and the ParkMobile Service Agreement, collectively the "Agreement".
Authorized User:	City's employee, consultant, contractor, and agent who is authorized by City to access and use the Platform under the rights granted to City pursuant to this Agreement.
City Manager:	The chief administrative officer of the City.
City Manager's Designee:	The City staff member who is designated by the City Manager to administer this Agreement on behalf of the City. The City Manager's designee shall be the Parking Department Director.
Vendor	For the purposes of this Agreement, Vendor shall be deemed to be an independent contractor, and not an agent or employee of the City.
IP Rights:	Any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

Parking Locations:	The location or locations of City's on-street parking, off-street parking, reservation parking, parking lots, parking decks, permitted parking, and other facilities where ParkMobile Users may park.
Platform:	Access-controlled mobile and/or web applications, services or interfaces developed, hosted, or managed by, on behalf of, or in partnership with ParkMobile that are made available to Client to administer, configure, manage and/or monitor parking sessions, parking rates, and/or parking restrictions associated with City's Parking Locations.
Services:	The ParkMobile Application, the Platform, and all services, work and actions by the Vendor performed or undertaken pursuant to the Agreement.
Transaction Fee: Exhibit B	The Fee charged by the Vendor to the user per transaction as set forth in
Parking Rate:	The fee charged by the City for use of the parking space.
ParkMobile Application:	Any and all mobile and/or web applications, services, or interfaces developed, hosted, or managed by, on behalf of, or in partnership with ParkMobile and that are made available to the general public and that facilitate the payment of parking transactions.
Proposal Documents:	Proposal Documents shall mean City of Miami Beach **RFQ No. 2023-051-WG for Mobile Parking Payment System**, together with all amendments thereto, issued by the City in contemplation of this Agreement RFQ, and the Vendor's proposal in response thereto ("Proposal"), all of which are hereby incorporated and made a part hereof; provided, however, that in the event of an express conflict between the Proposal Documents and this Agreement, the following order of precedent shall prevail: the Professional Services Agreement; the RFQ; the Services Agreement, and the Proposal.
Risk Manager:	The Risk Manager of the City, with offices at 1700 Convention Center Drive, Third Floor, Miami Beach, Florida 33139; telephone number (305) 673-7000, Ext. 26724; and fax number (305) 673-7529.
Transaction Data:	Information and Data collected by the Vendor relating to drivers' parking sessions, which may include vehicle license plate, parking session date, time, duration, zone number and amount paid, details of parking fines/violation notices, and parking session details obtained through customer service center.
User Profile Data:	Any information about or with respect to ParkMobile users that is not related to parking sessions at the Parking Locations, including without

limitation, information provided by users upon registration for a ParkMobile account and data about the user's activity in the ParkMobile account or the Application.

Merchant of Record: Refers to the entity that is authorized to receive customer payments to its merchant account set up with its acquiring bank, including credit card and any digital wallet transactions for Services.

SECTION 2
SCOPE OF SERVICES

2.1 In consideration of the Fee to be paid to Vendor by the City, Vendor shall provide the work and services described in Exhibit "A" hereto (the "Services").

Although the Vendor may be provided with a schedule of the available hours to provide its Services, the City shall not control nor have the right to control the hours of the Services performed by the Vendor; where the Services are performed (although the City will provide Vendor with the appropriate location to perform the Services); when the Services are performed, including how many days a week the Services are performed; how the Services are performed, or any other aspect of the actual manner and means of accomplishing the Services provided. Notwithstanding the foregoing, all Services provided by the Vendor shall be performed in accordance with the terms and conditions set forth in Exhibit "B" and to the reasonable satisfaction of the City Manager. If there are any questions regarding the Services to be performed, the Vendor should contact the following person:

Monica Beltran, Director, Parking Department
1755 Meridian Avenue, 2nd Floor
Miami Beach, Florida 33139
(305) 673-7000 ext. 26863
MonicaBeltran@miamibeachfl.gov

2.2 Vendor's Services, and any deliverables incident thereto, shall be completed in accordance with the timeline and/or schedule in Exhibit C hereto.

2.3 **Services Provided by ParkMobile.** During the Term (as defined herein), ParkMobile shall perform the services for the City as described in Exhibit A hereof (as amended, modified or supplemented from time to time upon the mutual written agreement of the parties, the "Services", as further defined in Section 1). ParkMobile shall render the Services faithfully and to the best of its ability and in compliance with all applicable laws, Federal, State, and local laws, codes, ordinances, resolutions, administrative policies and procedures and/or rules and regulations, (collectively, "Applicable Laws"), devoting such time as is reasonably necessary to provide the Services. The precise times and manner of the performance of Services shall be as reasonably requested by the City, consistent with a schedule to be reasonably agreed upon from time to time by ParkMobile and the City. In connection with ParkMobile's performance of the Services, and in addition to ParkMobile's compliance with Applicable Laws, ParkMobile shall also be subject to, and agrees to abide by, such policies, procedures, directions and restrictions as the City, in its sole and reasonable discretion, may establish from time to time. ParkMobile shall implement the service within sixty (60) days of the effective date of this Agreement.

If the City requires additional work and/or services that are not included in this Agreement, ParkMobile and the City shall negotiate such additional work and/or services, mutually agree on the amount of additional compensation, and memorialize the terms in a written amendment to this Agreement.

2.4 Help and Support. ParkMobile agrees to use its reasonable efforts to assist the City with any technical support that the City may reasonably require in relation to using the Services. In furtherance of the foregoing, ParkMobile agrees to provide the City with preventative maintenance, corrective maintenance, adaptive maintenance and online, on-site and telephone support with respect to the Services. Each of ParkMobile and the City shall promptly notify the other of any errors or interruptions that arise during the City's use of the Platform, the ParkMobile Application or the Services hereunder.

2.5 Errors and Corrections. In the event of any errors or interruptions in the Services, ParkMobile's sole and exclusive obligation shall be to use reasonable efforts to repair or restore that portion of the Services as promptly as possible. Repair may take the form, at the option of ParkMobile, as the case may be, of: (i) corrected software applicable to the Services; (ii) corrected materials in hard copy or electronic form describing the use and operation of the software applicable to the Services, including any manuals and programming tools; (iii) instructions or procedures to bypass the problem until a more permanent correction can be implemented; or (iv) correction/clarification of the functional definition of the Services.

2.6 Publicity of Services. All brochures and promotional materials to be distributed by ParkMobile and the City in connection with the Services shall be in a form mutually agreed upon by the parties.

2.7 Authority of Parties; Cooperation. Each party acknowledges and agrees that it has no authority to act on behalf of the other party other than as set forth in this Agreement or to enter into any contract or to incur any liability on behalf of the other party, except with prior written consent of an authorized officer of such party. Each party covenants that it shall not at any time represent, either orally or in writing, that it has any right, power, or authority with respect to the other party not expressly granted to the other party by such party.

Each party shall reasonably cooperate with the other party to permit such party to perform its duties and obligations under this Agreement in a timely manner.

2.8 Technology Sublicense. Subject to and conditioned on City's and its Authorized Users' compliance with the terms and conditions of this Agreement, all applicable laws and regulations, and City's payment of fees, ParkMobile hereby grants the City the nonexclusive, non-transferable, non-sub-licensable, revocable right and sublicense to access and use the Platform during the Term, as defined below. The City shall not use the Platform for any use other than in connection with the Services. The City acknowledges and agrees that (a) ParkMobile shall be its exclusive source of the Platform for the Term; and (b) all Services obtained by the City shall use the Platform as necessary. The City has no interest in or right to use the Platform or any improvements thereto or modifications thereof except as set forth herein. In all instances, the City's use of the Platform shall inure to both party's benefit. During the Term or at any time thereafter, the City shall not commit, or cause any third party to commit, any act challenging, contesting, or impairing or attempting to impair ParkMobile's right, title and interest in and to the Platform or the validity thereof.

2.9 Proposal Documents. Notwithstanding the description of ParkMobile's services and without limitation, ParkMobile shall provide any and all work and services as set forth in, and in accordance to the requirements of, the Proposal Documents (which are attached as Exhibit D hereto and are hereby deemed incorporated by reference as if fully set forth herein).

SECTION 3
TERM

The term of this Agreement ("Term") shall commence on the date identified in the notice provided by the City Manager's Designee stating that all initial signage contemplated under Section 10.11 has been installed ("Signage Installation Notice"), and shall have an initial term of Five (5) years, with two (2) additional two-year renewal options, to be exercised at the City Manager's sole option and discretion, by providing Vendor with written notice of same no less than thirty (30) days prior to the expiration of the initial term.

Notwithstanding the Term provided herein, Vendor shall adhere to any specific timelines, schedules, dates, and/or performance milestones for completion and delivery of the Services, as same is/are set forth in the timeline and/or schedule referenced in Exhibit C hereto.

SECTION 4
FEE

4.1 City shall reimburse ParkMobile as set forth in Exhibit B and in accordance with Section 4.6. ParkMobile may propose an increase in the end user fees outlined in Exhibit B, not more often than once in a calendar year, to adjust for inflation and any increase in the cost of ParkMobile providing the services to City. All adjustments to the fees shall be valid upon the prior written approval of the City Manager or City Manager's Designee. City rate structure is varied and includes flat and hourly rates that differ for residents and visitors. However, other rates and/or geographic areas may be added in the future. The rates specified herein shall commence on the date specified in the Signage Installation Notice to Proceed.

4.2. Payment. The City shall serve as the Merchant of Record for ParkMobile Application transaction fees and parking rates. ParkMobile shall invoice the City and the City shall issue a check to reimburse ParkMobile in accordance with Section 4.6.

4.3 Taxes. ParkMobile's prices do not include sales, use, revenue or excise taxes, and accordingly, in addition to the price specified herein, the amount of any sales, use, excise or other similar tax applicable to the Services provided hereunder shall be paid by the City, including any taxes applicable on fees paid by the consumer, or, in lieu thereof, City shall provide ParkMobile with a tax exemption certificate issued by the appropriate taxing authority.

4.3. Billing Disputes. The City shall not be entitled to suspend payment of any disputed invoices. Any disputes must be submitted to ParkMobile in writing and with an explanation of the reason for the dispute, within forty-five (45) days. In the event that any payment dispute is resolved in favor of the City, ParkMobile shall credit City on the immediately subsequent invoice issued to City.

4.4. Expenses. Except as otherwise provided herein, ParkMobile shall not charge the City any costs for the integration of its system(s) or for the management of the project and the Services.

ParkMobile shall charge the City for ordinary, necessary and reasonable third party costs only on direct cost basis and only after the prior written approval of the City.

4.5 Merchant of Record for Prepayment Method. For any fees collected by Parkmobile via prepaid cards, Google Pay, Apple Pay PayPal or a similar prepayment application, the parties designate ParkMobile as the merchant of record. On a monthly basis, ParkMobile shall provide the City a report of all transaction fees collected on their behalf and issue a reimbursement check to the City. All fees paid under this Section 4.5 shall be paid to the City no later than 45days after invoice.

4.6 Invoices. ParkMobile will issue invoices to the City on a monthly basis for all fees due to ParkMobile under this Agreement. All payments due under this Agreement shall be paid within thirty (45) days of the invoice date. All invoices shall include a detailed description of the Services (or portion thereof) provided. All invoices submitted to the City shall be submitted to the following address:

Accounts Payable: Payables@miamibeachfl.gov

SECTION 5
TERMINATION

5.1 TERMINATION FOR CAUSE BY THE CITY

a. If either party shall fail to fulfill or otherwise violate any of the covenants, agreements, or stipulations in this Agreement, and such material breach remains uncorrected for thirty (30) days after receipt of notice by the other party, the other party shall thereupon have the right to terminate the Agreement by giving thirty (30) days' written notice to the other party of such termination. If the breaching party fails to cure in that 30-day period or the breach is incapable of cure, then the Agreement shall so terminate.

b. In that event, the City shall compensate ParkMobile in accordance with the Agreement for all Services performed by ParkMobile prior to termination, net of any costs incurred by the City as a consequence of the default.

c. Notwithstanding the above, neither party shall be relieved of liability to the other party for damages sustained by virtue of any breach of the Agreement

5.2 TERMINATION FOR CONVENIENCE OF THE CITY

THE CITY MAY ALSO, THROUGH ITS CITY MANAGER, AND FOR ITS CONVENIENCE AND WITHOUT CAUSE, TERMINATE THIS AGREEMENT AND THE SERVICES THEN REMAINING TO BE PERFORMED AT ANY TIME WITHOUT CAUSE BY GIVING WRITTEN NOTICE TO PARKMOBILE OF SUCH TERMINATION, WHICH SHALL BECOME EFFECTIVE THIRTY (30) DAYS FOLLOWING RECEIPT BY PARKMOBILE OF SUCH NOTICE. IF THE AGREEMENT IS TERMINATED BY THE CITY AS PROVIDED IN THIS SECTION, THE CITY SHALL COMPENSATE PARKMOBILE IN ACCORDANCE WITH THE AGREEMENT FOR ALL SERVICES ACTUALLY PERFORMED BY PARKMOBILE PRIOR TO TERMINATION. NO COMPENSATION SHALL BE DUE TO PARKMOBILE FOR ANY PROFITS THAT PARKMOBILE EXPECTED TO EARN ON THE BALANCE OF THE AGREEMENT. SUCH PAYMENTS

SHALL BE THE TOTAL EXTENT OF THE CITY'S LIABILITY TO PARKMOBILE UPON A TERMINATION AS PROVIDED FOR IN THIS SECTION.

ADDITIONALLY, IN THE EVENT OF A PUBLIC HEALTH, WELFARE, OR SAFETY CONCERN, AS DETERMINED BY THE CITY MANAGER, IN THE CITY MANAGER'S SOLE DISCRETION, THE CITY MANAGER, PURSUANT TO A VERBAL OR WRITTEN NOTIFICATION TO THE VENDOR, MAY IMMEDIATELY SUSPEND THE SERVICES UNDER THIS AGREEMENT FOR A TIME CERTAIN, OR IN THE ALTERNATIVE, TERMINATE THIS AGREEMENT ON A GIVEN DATE.

5.3 TERMINATION FOR CAUSE BY PARKMOBILE

ParkMobile may terminate its performance under this Agreement only if the City defaults and fails to cure the default within forty-five (45) days of receiving written notice of a notice of default delivered pursuant to Section. Default by the City occurs if the City fails to perform one or more of its material duties under this Agreement. If a default occurs and ParkMobile wishes to terminate the Agreement, then ParkMobile must deliver a written notice to the City describing the default and the proposed termination date. The date must be at least thirty (30) days after the City receives notice. ParkMobile, at its sole option, may extend the proposed termination date to a later date. If the City cures the default before the proposed termination date, then the proposed termination is ineffective. If the City does not cure the default before the proposed termination date, then ParkMobile may terminate its performance under this Agreement on the termination date.

5.4 TERMINATION FOR INSOLVENCY

Should ParkMobile (i) make a general assignment for the benefit of creditors; (ii) institute liquidation proceedings or proceedings to be adjudicated as voluntarily bankrupt; (iii) consent to the filing of a petition of bankruptcy against it; (iv) be adjudicated by a court of competent jurisdiction as being bankrupt or insolvent; (v) seek reorganization under any bankruptcy act; (vi) consent to the filing of a petition seeking such reorganization; or (vii) have a decree entered against it by a court of competent jurisdiction appointing a receiver, liquidator, trustee, or assignee in bankruptcy or in an insolvency covering all or substantially all of such party's property or providing for the liquidation or dissolution of such party's property or business affairs; then, in any such event, the City party, at its option and without prior notice, may terminate this Agreement effective immediately. In such event, the rights and obligations for the parties shall be the same as provided for in Section 5.5.

5.5 EFFECT OF TERMINATION

a. Upon termination or expiration of this Agreement, (i) the City shall pay to ParkMobile any portion of the Fees then accrued and properly payable under this Agreement; (ii) City shall promptly return to ParkMobile all materials in its possession with the performance of the Services hereunder; and (iii) City shall discontinue all use of the Platform and intellectual property of ParkMobile.

b. Notwithstanding the exercise by any party of its rights under this Article 5, no termination of this Agreement shall relieve either party of its liability for the payment or performance of any obligation accrued prior to the termination date (including any indemnification obligation arising

hereunder, whether or not notice of such indemnification claim has been given before such termination, or of any rights or obligations under any other provisions, which, by their meaning or content, are intended to survive the termination hereof).

SECTION 6
INDEMNIFICATION AND INSURANCE REQUIREMENTS

6.1 INDEMNIFICATION

Each party agrees to indemnify, defend and hold harmless (the "Indemnifying Party") the other party and its officers, employees, agents, and contractors (the "Indemnified Party"), from and against any and all actions (whether at law or in equity), claims, liabilities, losses, and expenses, including, but not limited to, attorneys' fees and costs, for personal, economic or bodily injury, wrongful death, loss of or damage to property, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of the Indemnifying Party, its officers, employees, agents, contractors, or any other person or entity acting under Indemnifying Party control or supervision, in connection with, related to, or as a result of the Indemnifying Party performance under this Agreement. To that extent, the Indemnifying Party shall pay all such claims and losses and shall pay all such costs and judgments which may be issued from any lawsuit arising from such claims and losses, and shall pay all costs and attorney's fees expended by the Indemnified Party in the defense of such claims and losses, including appeals. The Indemnifying Party expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Indemnifying Party shall in no way limit the Indemnifying Party's responsibility to indemnify, keep, and save harmless and defend the Indemnified Party or its officers, employees, agents, and instrumentalities as herein provided.

6.2 INSURANCE REQUIREMENTS

The Vendor shall maintain the below-required insurance in effect prior to awarding the agreement and for the duration of the agreement. The maintenance of proper insurance coverage is a material element of the agreement and failure to maintain or renew coverage may be treated as a material breach of the contract, which could result in termination of the Agreement.

A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440, and Employer Liability Insurance for bodily injury or disease. Should the Vendor be exempt from this Statute, the Vendor and each employee shall hold the City harmless from any injury incurred during the performance of the Contract. The exempt Vendor shall also submit (i) a written statement detailing the number of employees and that they are not required to carry Workers' Compensation insurance and do not anticipate hiring any additional employees during the term of this contract or (ii) a copy of a Certificate of Exemption.

B. Commercial General Liability Insurance on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than $1,000,000 per occurrence, and $2,000,000 general aggregate.

C. Automobile Liability Insurance covering any automobile, if the vendor has no owned automobiles, then coverage for hired and non-owned automobiles, with a limit no less than $1,000,000 combined per accident for bodily injury and property damage.

D. Umbrella Liability Insurance in an amount no less than $5,000,000 per occurrence. The umbrella coverage must be as broad as the primary General Liability coverage.

Additional Insured – City of Miami Beach must be included by endorsement as an additional insured with respect to all liability policies (except Professional Liability and Workers' Compensation) arising out of work or operations performed on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed in the form of an endorsement to the Vendor's insurance.

Notice of Cancellation – Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the City of Miami Beach c/o EXIGIS Insurance Compliance Services.

Waiver of Subrogation – Vendor agrees to obtain any endorsement that may be necessary to affect the waiver of subrogation on the coverages required. However, this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers – Insurance must be placed with insurers with a current A.M. Best rating of A:VII or higher. If not rated, exceptions may be made for members of the Florida Insurance Funds (i.e. FWCIGA, FAJUA). Carriers may also be considered if they are licensed and authorized to do insurance business in the State of Florida.

Verification of Coverage – Vendor shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Vendor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

CERTIFICATE HOLDER ON ALL COI MUST READ:

CITY OF MIAMI BEACH
c/o EXIGIS Insurance Compliance Services
P.O. Box 947
Murrieta, CA 92564

Kindly submit all certificates of insurance, endorsements, exemption letters to our servicing agent, EXIGIS, at:

Certificates-miamibeach@riskworks.com

Special Risks or Circumstances - The City of Miami Beach reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

SECTION 7
LITIGATION JURISDICTION/VENUE/JURY TRIAL WAIVER

This Agreement shall be construed in accordance with the laws of the State of Florida. This Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. By entering into this Agreement, Vendor and the City expressly waive any rights either party may have to a trial by jury of any civil litigation related to or arising out of this Agreement.

SECTION 8
LIMITATION OF CITY'S LIABILITY

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action, for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds one times the total amounts paid to ParkMobile under this agreement in the 12 month period preceding the event giving rise to the claim. Vendor hereby expresses its willingness to enter into this Agreement with Vendor's recovery from the City for any damage action for breach of contract to be limited to a maximum amount of one times the total amounts paid to ParkMobile under this agreement in the 12 month period preceding the event giving rise to the claim.

Accordingly, and notwithstanding any other term or condition of this Agreement, Vendor hereby agrees that the City shall not be liable to the Vendor for damages in an amount in excess of one times the total amounts paid to ParkMobile under this agreement in the 12 month period preceding the event giving rise to the claim for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement.

Nothing contained in this section or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability, as set forth in Section 768.28, Florida Statutes.

In no event shall any party be liable for consequential, special, indirect or incidental damages, including but not limited to any damages resulting from loss of use or profits arising out of or in connection with this agreement, whether in an action based on contract, tort (including negligence) or any other legal theory, even if the party has been advised of the possibility of such damages.

SECTION 9
DUTY OF CARE/COMPLIANCE WITH APPLICABLE LAWS/PATENT RIGHTS; COPYRIGHT; AND CONFIDENTIAL FINDINGS

9.1 DUTY OF CARE

With respect to the performance of the Services contemplated herein, Vendor shall exercise that degree of skill, care, efficiency and diligence normally exercised by reasonable persons and/or recognized professionals with respect to the performance of comparable work and/or services.

9.2 COMPLIANCE WITH APPLICABLE LAWS

In its performance of the Services, Vendor shall comply with all applicable laws, ordinances, and regulations of the City, Miami-Dade County, the State of Florida, and the federal government, as applicable.

9.3 PATENT RIGHTS; COPYRIGHT; CONFIDENTIAL FINDINGS

a. ParkMobile agrees to defend and indemnify City for all losses, costs and damages resulting from a claim and/or determination that the Services as supplied to the City infringe any United States patent rights, copyrights or trademarks provided that: City promptly notifies ParkMobile in writing upon City becoming aware of the existence of any such suit, action, proceeding or threat; allows ParkMobile sole control of the defense and/or settlement thereof; provides such reasonable cooperation as ParkMobile may require; and, makes no admissions or other statements which may be prejudicial to ParkMobile. In no event shall City consent to any judgment or decree or do any other act in compromise of any such claim without ParkMobile's express prior written consent. In no event will ParkMobile be liable for the payment of any amount agreed to in settlement without its express consent.

b. In the event that the City is enjoined from its use of the Services due to a proceeding based upon the infringement of patent, copyright or trademark in the United States, ParkMobile shall, at its option, either:

i. promptly render the Services non-infringing and capable of providing services as intended; or
ii. procure for City and its customers the right to continue using the Services; or
iii. replace the Services with non-infringing goods; or
iv. remove the Services and refund any expense of the City.

c. ParkMobile shall have no liability in respect of any claim based upon:

i. use, operation or combination of the Services with software, hardware, data, or equipment not supplied by ParkMobile if such infringement would have been avoided but for such use, operation or combination; or
ii. use of the Services other than in accordance with ParkMobile's specifications if such infringement would have been avoided but for use of the Services not in accordance with ParkMobile specifications; or
iii. Services that have been modified by any party other than DPT if such infringement would have been avoided but for such modification.

d. Neither party will disclose the other party's or its affiliates' confidential or proprietary information, including Transaction Data and User Profile Data ("Confidential Information") (including the terms of this Agreement and any information provided by the other party that is confidentially maintained or proprietary or which derives value from not being generally known to persons who can obtain economic value from its disclosure or use or that a reasonable person would consider confidential, given the context) except:

i. with the other party's consent;
ii. to employees, agents and contractors who have a need to know in the discharge of their duties and who are subject to a contractual obligation to keep such information confidential that is at least as restrictive as this Agreement; or
iii. when required to do so by law or by any binding rule, order or request.

For purposes of this Section 9, the parties agree that confidential or proprietary information does not include any information that is:

i. already known to the receiving party at the time of disclosure hereunder (other than from the other party or its affiliates) as demonstrated by its written records;

ii. now or hereafter becomes publicly known other than through acts or omissions of the receiving party, or anyone to whom the receiving party disclosed such information;

iii. disclosed to the receiving party, by a third party, under no obligation of confidentiality to the disclosing party or any other party; or

iv. independently developed by the receiving party without reliance on the confidential information of the disclosing party as shown by its written records.

Each party shall exercise reasonable commercial care in protecting the confidentiality of the other party's confidential information disclosed to it. The parties agree that an actual or threatened breach of this provision would result in irreparable harm to the party whose confidential information would be disclosed in breach, and shall entitle that party to temporary or permanent injunctive relief without proof of actual damages.

SECTION 10
GENERAL PROVISIONS

10.1 AUDIT AND INSPECTIONS

Upon reasonable verbal or written notice to Vendor, and at any time during normal business hours (i.e. 9AM – 5PM, Monday through Fridays, excluding nationally recognized holidays), and as often as the City Manager may, in his/her reasonable discretion and judgment, deem necessary, there shall be made available to the City Manager at ParkMobile's headquarters, and/or such representatives as the City Manager may deem to act on the City's behalf, to audit, examine, and/ or inspect, any and all other documents and/or records relating to all matters covered by this Agreement. Vendor shall maintain any and all such records at its place of business at the address set forth in the "Notices" section of this Agreement.

10.2 INSPECTOR GENERAL AUDIT RIGHTS

(A) Pursuant to Section 2-256 of the Code of the City of Miami Beach, the City has established the Office of the Inspector General which may, on a random basis, perform reviews, audits, inspections and investigations on all City contracts, throughout the duration of said contracts. This random audit is separate and distinct from any other audit performed by or on behalf of the City.

(B) The Office of the Inspector General is authorized to investigate City affairs and empowered to review past, present and proposed City programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor City projects and programs. Monitoring of an existing City project or program may include a report concerning whether the project is on time, within budget and in conformance with the contract documents and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Vendor, its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption. Pursuant to Section 2-378 of the City Code, the City is allocating a percentage of its overall annual contract expenditures to fund the activities and operations of the Office of Inspector General.

(C) Upon ten (10) business days written notice to the Vendor, the Vendor shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General is empowered to retain the services of independent private sector auditors to audit, investigate, monitor, oversee, inspect and review operations activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Vendor its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption.

(D) The Inspector General shall have the right to inspect and copy all documents and records in the Vendor's possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, except to the extent such records contain personally identifiable information, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.

(E) The Vendor shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this Agreement, for examination, audit, or reproduction, until three (3) years after final payment under this Agreement or for any longer period required by statute or by other clauses of this Agreement. In addition:

i. If this Agreement is completely or partially terminated, the Vendor shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and

ii. The Vendor shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this Agreement until such appeals, litigation, or claims are finally resolved.

(F) The provisions in this section shall apply to the Vendor, its officers, agents, employees, subcontractors and suppliers. The Vendor shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Vendor in connection with the performance of this Agreement.

(G) Nothing in this section shall impair any independent right to the City to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the City by the Vendor or third parties.

10.3 ASSIGNMENT, TRANSFER OR SUBCONSULTING

With the exception of an assignment to ParkMobile's parent company, Vendor shall not subcontract, assign, or transfer all or any portion of any work and/or service under this Agreement without the prior written consent of the City Manager, which consent, if given at all, shall be in the Manager's sole judgment and discretion. Neither this Agreement, nor any term or provision hereof, or right hereunder, shall be assignable unless as approved pursuant to this section, and any attempt to make such assignment (unless approved) shall be void.

10.4 PUBLIC ENTITY CRIMES

Prior to commencement of the Services, the Vendor shall file a State of Florida Form PUR 7068, Sworn Statement under Section 287.133(3)(a) Florida Statute on Public Entity Crimes with the City's Procurement Division.

10.5 NO DISCRIMINATION

In connection with the performance of the Services, the Vendor shall not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, sex, age, disability, religion, income or family status.

Additionally, Vendor shall comply fully with the City of Miami Beach Human Rights Ordinance, codified in Chapter 62 of the City Code, as may be amended from time to time, prohibiting discrimination in employment, housing, public accommodations, and public services on account of actual or perceived race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, age, disability, ancestry, height, weight, domestic partner status, labor organization membership, familial situation, or political affiliation.

10.6 CONFLICT OF INTEREST

Vendor herein agrees to adhere to and be governed by all applicable Miami-Dade County Conflict of Interest Ordinances and Ethics provisions, as set forth in the Miami-Dade County Code, as may be amended from time to time; and by the City of Miami Beach Charter and Code,

as may be amended from time to time; both of which are incorporated by reference as if fully set forth herein.

Vendor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of the Services. Vendor further covenants that in the performance of this Agreement, Vendor shall not employ any person having any such interest. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefits arising therefrom.

10.7 VENDOR'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

(A) Vendor shall comply with Florida Public Records law under Chapter 119, Florida Statutes, as may be amended from time to time.

(B) The term "public records" shall have the meaning set forth in Section 119.011(12), which means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the City.

(C) Pursuant to Section 119.0701 of the Florida Statutes, if the Vendor meets the definition of "Contractor" as defined in Section 119.0701(1)(a), the Vendor shall:

(1) Keep and maintain public records required by the City to perform the service;

(2) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the Agreement if the Vendor does not transfer the records to the City;

(4) Upon completion of the Agreement, transfer, at no cost to the City, all public records in possession of the Vendor or keep and maintain public records required by the City to perform the service. If the Vendor transfers all public records to the City upon completion of the Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

(D) REQUEST FOR RECORDS; NONCOMPLIANCE.

(1) A request to inspect or copy public records relating to the City's contract for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Vendor of the request, and the Vendor must provide the records to the City or allow the records to be inspected or copied within a reasonable time.

(2) Vendor's failure to comply with the City's request for records shall constitute a breach of this Agreement, and the City, at its sole discretion, may: (1) unilaterally terminate the Agreement; (2) avail itself of the remedies set forth under the Agreement; and/or (3) avail itself of any available remedies at law or in equity.

(3) A Vendor who fails to provide the public records to the City within a reasonable time may be subject to penalties under s. 119.10.

(E) CIVIL ACTION.

(1) If a civil action is filed against a Vendor to compel production of public records relating to the City's contract for services, the court shall assess and award against the Vendor the reasonable costs of enforcement, including reasonable attorneys' fees, if:

a. The court determines that the Vendor unlawfully refused to comply with the public records request within a reasonable time; and

b. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Vendor has not complied with the request, to the City and to the Vendor.

(2) A notice complies with subparagraph (1)(b) if it is sent to the City's custodian of public records and to the Vendor at the Vendor's address listed on its contract with the City or to the Vendor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

(3) A Vendor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

(F) **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

CITY OF MIAMI BEACH
ATTENTION: RAFAEL E. GRANADO, CITY CLERK
1700 CONVENTION CENTER DRIVE
MIAMI BEACH, FLORIDA 33139
E-MAIL: RAFAELGRANADO@MIAMIBEACHFL.GOV
PHONE: 305-673-7411

10.8 FORCE MAJEURE

(A) A "Force Majeure" event is an event that (i) in fact causes a delay in the performance of the Vendor or the City's obligations under the Agreement, and (ii) is beyond the reasonable control of such party unable to perform the obligation, and (iii) is not due to an intentional act, error, omission, or negligence of such party, and (iv) could not have reasonably been foreseen and prepared for by such party at any time prior to the occurrence of the event. Subject to the foregoing criteria, Force Majeure may include

events such as war, civil insurrection, riot, fires, epidemics, pandemics, terrorism, sabotage, explosions, embargo restrictions, quarantine restrictions, transportation accidents, strikes, strong hurricanes or tornadoes, earthquakes, or other acts of God which prevent performance. Force Majeure shall not include technological impossibility, inclement weather, or failure to secure any of the required permits pursuant to the Agreement.

(B) If the City or Vendor's performance of its contractual obligations is prevented or delayed by an event believed by to be Force Majeure, such party shall immediately, upon learning of the occurrence of the event or of the commencement of any such delay, but in any case within fifteen (15) business days thereof, provide notice: (i) of the occurrence of event of Force Majeure, (ii) of the nature of the event and the cause thereof, (iii) of the anticipated impact on the Agreement, (iv) of the anticipated period of the delay, and (v) of what course of action such party plans to take in order to mitigate the detrimental effects of the event. The timely delivery of the notice of the occurrence of a Force Majeure event is a condition precedent to allowance of any relief pursuant to this section; however, receipt of such notice shall not constitute acceptance that the event claimed to be a Force Majeure event is in fact Force Majeure, and the burden of proof of the occurrence of a Force Majeure event shall be on the requesting party.

(C) No party hereto shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable, in whole or in part, by Force Majeure to carry out such obligations. The suspension of any of the obligations under this Agreement due to a Force Majeure event shall be of no greater scope and no longer duration than is required. The party shall use its reasonable best efforts to continue to perform its obligations hereunder to the extent such obligations are not affected or are only partially affected by the Force Majeure event, and to correct or cure the event or condition excusing performance and otherwise to remedy its inability to perform to the extent its inability to perform is the direct result of the Force Majeure event with all reasonable dispatch.

(D) Obligations pursuant to the Agreement that arose before the occurrence of a Force Majeure event, causing the suspension of performance, shall not be excused as a result of such occurrence unless such occurrence makes such performance not reasonably possible. The obligation to pay money in a timely manner for obligations and liabilities which matured prior to the occurrence of a Force Majeure event shall not be subject to the Force Majeure provisions.

(E) Notwithstanding any other provision to the contrary herein, in the event of a Force Majeure occurrence, the City may, at the sole discretion of the City Manager, suspend the City's payment obligations under the Agreement, and may take such action without regard to the notice requirements herein. Additionally, in the event that an event of Force Majeure delays a party's performance under the Agreement for a time period greater than thirty (30) days, the City may, at the sole discretion of the City Manager, terminate the Agreement on a given date, by giving written notice to Vendor of such termination. If the Agreement is terminated pursuant to this section, Vendor shall be paid for any Services satisfactorily performed up to the date of termination; following which the City shall be discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement. In no event will any condition of Force Majeure extend this Agreement beyond its stated term.

10.9 E-VERIFY

(A) Vendor shall comply with Section 448.095, Florida Statutes, "Employment Eligibility" ("E-Verify Statute"), as may be amended from time to time. Pursuant to the E-Verify Statute, commencing on January 1, 2021, Vendor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees during the Term of the Agreement. Additionally, Vendor shall expressly require any subcontractor performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract Term. If Vendor enters into a contract with an approved subcontractor, the subcontractor must provide the Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Vendor shall maintain a copy of such affidavit for the duration of the Agreement or such other extended period as may be required under this Agreement.

(B) TERMINATION RIGHTS.

(1) If the City has a good faith belief that Vendor has knowingly violated Section 448.09(1), Florida Statutes, the City shall terminate this Agreement with Vendor for cause, and the City shall thereafter have or owe no further obligation or liability to Vendor.

(2) If the City has a good faith belief that a subcontractor has knowingly violated the foregoing Subsection 10.9(A), but the Vendor otherwise complied with such subsection, the City will promptly notify the Vendor and order the Vendor to immediately terminate the Agreement with the subcontractor. Vendor's failure to terminate a subcontractor shall be an event of default under this Agreement, entitling City to terminate the Vendor's contract for cause.

(3) A contract terminated under the foregoing Subsection (B)(1) or (B)(2) is not in breach of contract and may not be considered as such.

(4) The City or Vendor or a subcontractor may file an action with the Circuit or County Court to challenge a termination under the foregoing Subsection (B)(1) or (B)(2) no later than 20 calendar days after the date on which the contract was terminated.

(5) If the City terminates the Agreement with Vendor under the foregoing Subsection (B)(1), Vendor may not be awarded a public contract for at least 1 year after the date of termination of this Agreement.

(6) Vendor is liable for any additional costs incurred by the City as a result of the termination of this Agreement under this Section 10.9.

10.10 **TRADEMARKS; PROMOTION MATERIALS**

Parkmobile hereby grants the City a non-transferable, non-sublicensable, non-exclusive license to use its name and trademarks, without modification unless approved by Parkmobile, solely in connection with the City's marketing and use of the Services in the City facilities.

10.11 **STATUS MEETINGS**

On periodic basis, but not less than quarterly, upon request, an appropriate representative of each party shall conduct a joint meeting to discuss the status of the Services, as well as to answer questions, gather information and resolve disputes that may occur from time to time. It is the expectation of the parties that the representatives of the parties shall communicate directly with

one another and work directly with one another to ensure that all Services provided hereunder are completed on a timely and complete basis. All meetings pursuant to this Section 10.11 may be face to face, video or telephonic meetings as may be agreed upon by the parties. Each party shall bear its own costs of attending or participating in such meetings.

10.12 SIGNAGE

ParkMobile shall, at no cost to the City, coordinate with PayByPhone to design, procure, and deliver all signage for the Parking Locations, including any signage necessary to replace outdated signage placed at a Parking Location under a previous agreement. All signage shall include information for both the City's other mobile parking payment provider, PayByPhone, and ParkMobile equally. ParkMobile and PayByPhone shall coordinate the production of the Signage and shall secure the prior written approval of the City. Upon receiving approval from the City, ParkMobile and PayByPhone shall produce and deliver all Signage to the City. The City shall be responsible for the costs of all subsequent Signage for go-live or additional phase areas. The City is responsible for the installation of all signs and decals.

The number of signs included for a Parking Location shall be mutually agreed upon by the City, PayByPhone, and ParkMobile for each Parking Location.

SECTION 11
NOTICES

Until changed by notice, in writing, all such notices and communications shall be addressed as follows:

TO VENDOR:

ParkMobile, LLC
1100 Spring Street Northwest, Suite 200
Atlanta, GA 30309
Attn: Brooke Krieger

For legal notices:
With a copy to ParkMobile's Legal Department at the above address and to legal-notices@parkmobile.io

TO CITY:

City of Miami Beach, Parking Department
C/O Parking Director
1755 Meridian Avenue, 2nd Floor
Miami Beach, Florida 33139
MonicaBeltran@miamibeachfl.gov

All notices mailed electronically to either party shall be deemed to be sufficiently transmitted.

SECTION 12
MISCELLANEOUS PROVISIONS

12.1 CHANGES AND ADDITIONS

This Agreement cannot be modified or amended without the express written consent of the parties. No modification, amendment, or alteration of the terms or conditions contained herein

shall be effective unless contained in a written document executed with the same formality and of cqual dignity herewith. In the event Client wishes to add new Parking Locations in addition to the Initial Parking Locations (the "Additional Parking Locations") or to add parking spaces to an existing Parking Location, the amendment will be effective against both parties if it is in the form of email between implementation personnel of the parties and, effective the date of such email, the Appendix A will be read to include these Additional Parking Locations or parking spaces.

12.2 SEVERABILITY

If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected and every other term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

12.3 WAIVER OF BREACH

A party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A party's waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

12.4 JOINT PREPARATION

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

12.5 REPRESENTATIONS and WARRANTIES

Each of ParkMobile and City hereby represents, warrants, and covenants to the other party hereto as follows:

(a) It is duly organized and validly existing under the laws of the state of its incorporation and has full power and authority to carry on its business as it is now being conducted and to own and operate its properties and assets;

(b) The execution, delivery and performance of this Agreement by such party has been duly authorized by all requisite corporate or limited liability company action, as applicable;

(c) It has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and

(d) The execution, delivery and performance by it of this Agreement and its compliance with the terms and provisions hereof do not and will not conflict with or result in a breach of any of the terms or provisions of or constitute a default under the provisions of its charter documents or bylaws, or any order, writ, injunction or decree of any court or governmental authority entered against it or by which any of its property is bound.

12.6 DISCLAIMER OF WARRANTIES

THE SERVICES ARE PROVIDED "AS IS" AND WITH ALL FAULTS RELATED TO ANY THIRD PARTY HARDWARE OR EQUIPMENT AS MAY BE REQUIRED FOR USE OF THE PARKMOBILE SERVICE. PARKMOBILE DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, DIRECTLY OR INDIRECTLY, INCLUDNG WITHOUT LIMITATION, ANY WARRANTY OF CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF USE WITH RESPECT TO, ARISING OUT OF OR IN CONNECTION WITH ANY THIRD PARTY HARDWARE USED IN CONNECTION WITH THE SERVICES TO BE PERFORMED HEREUNDER BY SUCH PARTY OR THE RESULTS OBTAINED THEREBY.

12.7 ENTIRETY OF AGREEMENT

The City and Vendor agree that this is the entire agreement between the parties. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Title and paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the parties to this Agreement.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials, as of the date first entered above.

FOR CITY: **CITY OF MIAMI BEACH, FLORIDA**

ATTEST:

By: _____ _____
Rafael E. Granado, City Clerk Alina T. Hudak, City Manager

Date: _____

FOR VENDOR:

PARKMOBILE, LLC

By: _____

_____
Print Name and Title

Date: _____

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney Date 12/21/23

EXHIBIT A
SERVICE AGREEMENT

EXHIBIT B
FEE SCHEDULE

ParkMobile shall charge the end user an end-user fee as outlined in the pricing below:

Convenience Fee paid by Residents	$No Fee
Convenience Fee paid by Non-Residents utilizing ParkMobile Wallet	$0.30
Convenience Fee paid by Non-Residents without utilizing ParkMobile Wallet	$0.35

Contract no. 23-051-02

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND PAYBYPHONE US INC. FOR MOBILE PARKING PAYMENT SYSTEM, PURSUANT TO REQUEST FOR QUALIFICATIONS 2023-051-WG

This Professional Services Agreement ("PSA") and the **PayByPhone US Inc.**, Service Agreement ("Service Agreement"), collectively, the "Agreement" is entered into this _____("Effective Date"), between the **CITY OF MIAMI BEACH, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida, 33139 (the "City" or "Client"), and **PayByPhone US Inc.**, a Delaware Corporation, whose address is 48 Wall Street, Suite 1100, New York, New York 10005 ("Vendor" or "PayByPhone").

SECTION 1
DEFINITIONS

Additional Parking Locations:	As defined in Section 12.1 of the Agreement.
Agreement:	This Professional Services Agreement between the City and Vendor, including any exhibits and amendments thereto and the PayByPhone Service Agreement, collectively the "Agreement".
City Manager:	The chief administrative officer of the City.
City Manager's Designee:	The City staff member who is designated by the City Manager to administer this Agreement on behalf of the City. The City Manager's designee shall be the Parking Department Director.
Vendor	For the purposes of this Agreement, Vendor shall be deemed to be an independent contractor, and not an agent or employee of the City.
IP Rights:	Any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

Parking Locations:	The location or locations of City's on-street parking, off-street parking, reservation parking, parking lots, parking decks, permitted parking, and other facilities where PayByPhone users may park.
Platform:	Access-controlled mobile and/or web applications, services or interfaces developed, hosted, or managed by, on behalf of, or in partnership with PayByPhone that are made available to Client to administer, configure, manage and/or monitor parking sessions, parking rates, and/or parking restrictions associated with City's Parking Locations.
Services:	The PayByPhone applications, the Platform and all services, work and actions by the Vendor performed or undertaken pursuant to the Agreement.
Convenience Fee:	The fee charged to the user by the City, as set forth in Exhibit B, that is non-embedded and on top of the Parking Rate.
Parking Rate:	The fee charged to the user by the City for use of the parking space.
Transaction Fee:	The fee charged by the Vendor to the City per Transaction as set forth in Exhibit B.
Proposal Documents:	Proposal Documents shall mean City of Miami Beach **RFQ No. 2023-051-WG for Mobile Parking Payment System**, together with all amendments thereto, issued by the City in contemplation of this Agreement RFQ, and the Vendor's proposal in response thereto ("Proposal"), all of which are hereby incorporated and made a part hereof; provided, however, that in the event of an express conflict between the Proposal Documents and this Agreement, the following order of precedent shall prevail: the Professional Services Agreement; the RFQ; the Services Agreement, and the Proposal.
Risk Manager:	The Risk Manager of the City, with offices at 1700 Convention Center Drive, Third Floor, Miami Beach, Florida 33139; telephone number (305) 673-7000, Ext. 26724; and fax number (305) 673-7529.
Transaction Data:	Information and data collected by the Vendor relating to drivers' parking sessions at the Parking Locations, which may include vehicle license plate, parking session date, time, duration, zone number and amount paid, details of parking fines/violation notices, and parking session details obtained through customer service center.
User Profile Data:	Any information about or with respect to PayByPhone service users that is not related to parking sessions at the Parking Locations, including without limitation, information provided by users upon registration for a PayByPhone account and data about the user's activity in the PayByPhone account or the PayByPhone applications.

Merchant of Record: Refers to the entity that is authorized to receive customer payments to its merchant account set up with its acquiring bank, including credit card and any digital wallet transactions for Services.

SECTION 2
SCOPE OF SERVICES

2.1 In consideration of the Fee to be paid to Vendor by the City, Vendor shall provide the work and services described in Exhibit "A" hereto (the "Services").

Although the Vendor may be provided with a schedule of the available hours to provide its Services, the City shall not control nor have the right to control the hours of the Services performed by the Vendor; where the Services are performed (although the City will provide Vendor with the appropriate location to perform the Services); when the Services are performed, including how many days a week the Services are performed; how the Services are performed, or any other aspect of the actual manner and means of accomplishing the Services provided. Notwithstanding the foregoing, all Services provided by the Vendor shall be performed in accordance with the terms and conditions set forth in Exhibit "A" and to the reasonable satisfaction of the City Manager. If there are any questions regarding the Services to be performed, the Vendor should contact the following person:

Monica Beltran, Director, Parking Department
1755 Meridian Avenue, 2nd Floor
Miami Beach, Florida 33139
(305) 673-7000 ext. 26863
MonicaBeltran@miamibeachfl.gov

2.2 Vendor's Services, and any deliverables incident thereto, shall be completed in accordance with the timeline and/or schedule in Exhibit C hereto.

2.3 **Services Provided by PayByPhone.** During the Term (as defined herein), PayByPhone shall perform the services for the City as described in Exhibit A hereof (as amended, modified or supplemented from time to time upon the mutual written agreement of the parties, the "Services"). PayByPhone shall render the Services faithfully and to the best of its ability and in compliance with all applicable laws, Federal, State, and local laws, codes, ordinances, resolutions, administrative policies and procedures and/or rules and regulations, (collectively, "Applicable Laws"), devoting such time as is reasonably necessary to provide the Services. The precise times and manner of the performance of Services shall be as reasonably requested by the City, consistent with a schedule to be reasonably agreed upon from time to time by PayByPhone and the City. In connection with PayByPhone's performance of the Services, and in addition to PayByPhone's compliance with Applicable Laws, PayByPhone shall also be subject to, and agrees to abide by, such applicable policies, procedures, directions and restrictions as the City, in its sole and reasonable discretion, may establish from time to time and as communicated to PayByPhone. PayByPhone shall implement the Services within sixty (60) days of the Effective Date of this Agreement. The City acknowledges and agrees that PayByPhone is not liable or responsible for any delay in the implementation of the Services that is caused by any act or event outside the direct control of PayByPhone, including, but not limited to, a third party delaying integration set up.

If the City requires additional work and/or services that are not included in this Agreement, PayByPhone and the City shall negotiate such additional work and/or services, mutually agree on the amount of additional compensation, and memorialize the terms in a written amendment to this Agreement.

2.4 Help and Support. PayByPhone agrees to use its reasonable efforts to assist the City with any technical support that the City may reasonably require in relation to using the Services. In furtherance of the foregoing, PayByPhone agrees to provide the City with preventative maintenance, corrective maintenance, adaptive maintenance for the Platform and will provide City administrative staff email and telephone support with respect to the Services between 7 am to 4 pm EST, Monday to Friday. Each of PayByPhone and the City shall promptly notify the other of any errors or interruptions that arise during the City's use of PayByPhone's software or the Services hereunder.

2.5 Errors and Corrections. In the event of any errors or interruptions in the Services, PayByPhone's sole and exclusive obligation shall be to use reasonable efforts to repair or restore that portion of the Services as promptly as possible. Repair may take the form, at the option of PayByPhone, as the case may be, of: (i) corrected software applicable to the Services; (ii) corrected materials in hard copy or electronic form describing the use and operation of the software applicable to the Services, including any manuals and programming tools; (iii) instructions or procedures to bypass the problem until a more permanent correction can be implemented; or (iv) correction/clarification of the functional definition of the Services.

2.6 Publicity of Services. All brochures and promotional materials to be distributed by PayByPhone and the City in connection with the Services shall be in a form mutually agreed upon by the parties.

2.7 Authority of Parties; Cooperation. Each party acknowledges and agrees that it has no authority to act on behalf of the other party other than as set forth in this Agreement or to enter into any contract or to incur any liability on behalf of the other party, except with prior written consent of an authorized officer of such party. Each party covenants that it shall not at any time represent, either orally or in writing, that it has any right, power, or authority with respect to the other party not expressly granted to the other party by such party.

Each party shall reasonably cooperate with the other party to permit such party to perform its duties and obligations under this Agreement in a timely manner.

2.8 Technology Sublicense. PayByPhone hereby grants the City the nonexclusive, non-transferable, non-sub-licensable, revocable right and sublicense to use any applicable proprietary technology that PayByPhone licenses but does not own and relates to the Services (the "Technology") in connection with the Services. The City shall not use the Technology for any use other than in connection with the Services. The City acknowledges and agrees that (a) PayByPhone shall be its exclusive source of the Technology for the Term; and (b) all Services obtained by the City shall use the Technology as necessary. The City has no interest in or right to use the Technology or any improvements thereto or modifications thereof except as set forth herein. In all instances, the City's use of the Technology shall inure to both party's benefit. During the Term or at any time thereafter, the City shall not commit, or cause any third party to commit, any act challenging, contesting, or impairing or attempting to impair PayByPhone's right, title and interest in and to the Technology or the validity thereof.

2.9 Proposal Documents. Notwithstanding the description of PayByPhone's services and without limitation, PayByPhone shall provide any and all work and services as set forth in, and in accordance to the requirements of, the Proposal Documents (which are attached hereto and are hereby deemed incorporated by reference as if fully set forth herein).

SECTION 3
TERM

The term of this Agreement ("Term") shall commence on the date identified in the notice provided by the City Manager's Designee stating that all initial signage contemplated under Section 10.12 has been installed ("Signage Installation Notice"), and shall have an initial term of Five (5) years, with two (2) additional two-year renewal options, to be exercised at the City Manager's sole option and discretion, by providing Vendor with written notice of same no less than thirty (30) days prior to the expiration of the initial term.

Notwithstanding the Term provided herein, Vendor shall adhere to any specific timelines, schedules, dates, and/or performance milestones for completion and delivery of the Services, as same is/are set forth in the timeline and/or schedule referenced in Exhibit C hereto.

SECTION 4
FEE

4.1 City shall pay PayByPhone as set forth in Exhibit B and in accordance with Section 4.2. PayByPhone may propose an increase in the Transaction Fees outlined in Exhibit B, not more often than once in a calendar year, to adjust for inflation and any increase in the cost of PayByPhone providing the services to City. All adjustments to the Transaction Fees shall be valid upon the prior written approval of the City Manager or City Manager's Designee. City parking rate structure is varied and includes flat and hourly rates that differ for residents and visitors. However, other rates and/or geographic areas may be added in the future. The rates specified herein shall commence on the date specified in the Signage Installation Notice to Proceed.

4.2. Payment. The City will serve as the Merchant of Record for Parking Rates and any Convenience Fees. PayByPhone shall invoice the City the applicable fees as set forth in Exhibit B. The City will issue a check to pay the Vendor on a monthly basis. Payment is due no later than forty-five (45) days after invoice. Invoices shall include a detailed description of the Services (or portions thereof) provided, and shall be submitted to the City at the following address:

Accounts Payable: Payables@miamibeachfl.gov

4.3 Taxes. PayByPhone's prices do not include sales, use, revenue or excise taxes, and accordingly, in addition to the price specified herein, the amount of any sales, use, excise or other similar tax applicable to the Services provided hereunder shall be paid by the City, including any taxes applicable on fees paid by the consumer, or, in lieu thereof, City shall provide PayByPhone with a tax exemption certificate issued by the appropriate taxing authority.

4.3. Billing Disputes. The City shall not be entitled to suspend payment of any disputed invoices. Any disputes must be submitted to PayByPhone in writing and with an explanation of the reason for the dispute, within forty-five (45) days. In the event that any payment dispute is

resolved in favor of the City, PayByPhone shall credit City on the immediately subsequent invoice issued to City.

4.4. Expenses. Except as otherwise provided herein, PayByPhone shall not charge the City any costs for one (1) integration of its system(s) with the City's enforcement software solution, or for the management of the project and the Services. PayByPhone shall charge the City for ordinary, necessary and reasonable third party costs only on direct cost basis and only after the prior written approval of the City.

SECTION 5
TERMINATION

5.1 TERMINATION FOR CAUSE BY THE CITY

a. If either party shall fail to fulfill or otherwise violate any of the covenants, agreements, or stipulations in this Agreement, and such material breach remains uncorrected for thirty (30) days after receipt of notice by the other party, the other party shall thereupon have the right to terminate the Agreement by giving thirty (30) days' written notice to the other party of such termination. If the breaching party fails to cure in that 30-day period or the breach is incapable of cure, then the Agreement shall so terminate.

b. In that event, the City shall compensate PayByPhone in accordance with the Agreement for all Services performed by PayByPhone prior to termination, net of any costs incurred by the City as a consequence of the default.

c. Notwithstanding the above, neither party shall be relieved of liability to the other party for damages sustained by the City by virtue of any breach of the Agreement.

5.2 TERMINATION FOR CONVENIENCE OF THE CITY

THE CITY MAY ALSO, THROUGH ITS CITY MANAGER, AND FOR ITS CONVENIENCE AND WITHOUT CAUSE, TERMINATE THIS AGREEMENT AND THE SERVICES THEN REMAINING TO BE PERFORMED AT ANY TIME WITHOUT CAUSE BY GIVING WRITTEN NOTICE TO PAYBYPHONE OF SUCH TERMINATION, WHICH SHALL BECOME EFFECTIVE THIRTY (30) DAYS FOLLOWING RECEIPT BY PAYBYPHONE OF SUCH NOTICE. IF THE AGREEMENT IS TERMINATED BY THE CITY AS PROVIDED IN THIS SECTION, THE CITY SHALL COMPENSATE PAYBYPHONE IN ACCORDANCE WITH THE AGREEMENT FOR ALL SERVICES ACTUALLY PERFORMED BY PAYBYPHONE PRIOR TO TERMINATION. NO COMPENSATION SHALL BE DUE TO PAYBYPHONE FOR ANY PROFITS THAT PAYBYPHONE EXPECTED TO EARN ON THE BALANCE OF THE AGREEMENT. SUCH PAYMENTS SHALL BE THE TOTAL EXTENT OF THE CITY'S LIABILITY TO PAYBYPHONE UPON A TERMINATION AS PROVIDED FOR IN THIS SECTION.

ADDITIONALLY, IN THE EVENT OF A PUBLIC HEALTH, WELFARE, OR SAFETY CONCERN, AS DETERMINED BY THE CITY MANAGER, IN THE CITY MANAGER'S SOLE DISCRETION, THE CITY MANAGER, PURSUANT TO A VERBAL OR WRITTEN NOTIFICATION TO THE VENDOR, MAY SUSPEND THE SERVICES UNDER THIS AGREEMENT WITH TEN (10) DAYS PRIOR NOTICE TO VENDOR FOR A TIME

CERTAIN, OR IN THE ALTERNATIVE, TERMINATE THIS AGREEMENT ON A GIVEN DATE.

5.3 TERMINATION FOR CAUSE BY PAYBYPHONE

PayByPhone may terminate its performance under this Agreement only if the City defaults and fails to cure the default within forty-five (45) days of receiving written notice of a notice of default delivered pursuant to Section. Default by the City occurs if the City fails to perform one or more of its material duties under this Agreement. If a default occurs and PayByPhone wishes to terminate the Agreement, then PayByPhone must deliver a written notice to the City describing the default and the proposed termination date. The date must be at least thirty (30) days after the City receives notice. PayByPhone, at its sole option, may extend the proposed termination date to a later date. If the City cures the default before the proposed termination date, then the proposed termination is ineffective. If the City does not cure the default before the proposed termination date, then PayByPhone may terminate its performance under this Agreement on the termination date.

5.4 TERMINATION FOR INSOLVENCY

Should PayByPhone (i) make a general assignment for the benefit of creditors; (ii) institute liquidation proceedings or proceedings to be adjudicated as voluntarily bankrupt; (iii) consent to the filing of a petition of bankruptcy against it; (iv) be adjudicated by a court of competent jurisdiction as being bankrupt or insolvent; (v) seek reorganization under any bankruptcy act; (vi) consent to the filing of a petition seeking such reorganization; or (vii) have a decree entered against it by a court of competent jurisdiction appointing a receiver, liquidator, trustee, or assignee in bankruptcy or in an insolvency covering all or substantially all of such party's property or providing for the liquidation or dissolution of such party's property or business affairs; then, in any such event, the City party, at its option and without prior notice, may terminate this Agreement effective immediately. In such event, the rights and obligations for the parties shall be the same as provided for in Section 5.5.

5.5 EFFECT OF TERMINATION

a. Upon termination or expiration of this Agreement, (i) the City shall pay to PayByPhone any portion of the Fees then accrued and properly payable under this Agreement; (ii) City shall promptly return to PayByPhone all materials in its possession with the performance of the Services hereunder; and (iii) City shall discontinue all use of the Technology and intellectual property of PayByPhone.

b. Notwithstanding the exercise by any party of its rights under this Article 5, no termination of this Agreement shall relieve either party of its liability for the payment or performance of any obligation accrued prior to the Termination Date (including any indemnification obligation arising hereunder, whether or not notice of such indemnification claim has been given before such termination, or of any rights or obligations under any other provisions, which, by their meaning or content, are intended to survive the termination hereof).

SECTION 6
INDEMNIFICATION AND INSURANCE REQUIREMENTS

6.1 INDEMNIFICATION

Each party agrees to indemnify, defend and hold harmless (the "Indemnifying Party") the other party and its officers, employees, agents, and contractors (the "Indemnified Party"), from and against any and all actions (whether at law or in equity), claims, liabilities, losses, and expenses, including, but not limited to, attorneys' fees and costs, for personal, economic or bodily injury, wrongful death, loss of or damage to property, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of the Indemnifying Party, its officers, employees, agents, contractors, or any other person or entity acting under Indemnifying Party control or supervision, in connection with, related to, or as a result of the Indemnifying Party performance under this Agreement. To that extent, the Indemnifying Party shall pay all such claims and losses and shall pay all such costs and judgments which may be issued from any lawsuit arising from such claims and losses, and shall pay all costs and attorney's fees expended by the Indemnified Party in the defense of such claims and losses, including appeals. The Indemnifying Party expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Indemnifying Party shall in no way limit the Indemnifying Party's responsibility to indemnify, keep, and save harmless and defend the Indemnified Party or its officers, employees, agents, and instrumentalities as herein provided.

6.2 INSURANCE REQUIREMENTS

The Vendor shall maintain the below-required insurance in effect prior to awarding the agreement and for the duration of the agreement. The maintenance of proper insurance coverage is a material element of the agreement and failure to maintain or renew coverage may be treated as a material breach of the contract, which could result in withholding of payments or termination of the Agreement.

A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440, and Employer Liability Insurance for bodily injury or disease. Should the Vendor be exempt from this Statute, the Vendor and each employee shall hold the City harmless from any injury incurred during the performance of the Contract. The exempt Vendor shall also submit (i) a written statement detailing the number of employees and that they are not required to carry Workers' Compensation insurance and do not anticipate hiring any additional employees during the term of this contract or (ii) a copy of a Certificate of Exemption.

B. Commercial General Liability Insurance on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than $1,000,000 per occurrence, and $2,000,000 general aggregate.

C. Automobile Liability Insurance covering any automobile, if the vendor has no owned automobiles, then coverage for hired and non-owned automobiles, with a limit no less than $1,000,000 combined per accident for bodily injury and property damage.

D. Umbrella Liability Insurance in an amount no less than $5,000,000 per occurrence. The umbrella coverage must be as broad as the primary General Liability coverage.

Additional Insured – City of Miami Beach must be included by endorsement as an additional insured with respect to all commercial general liability policies arising out of work or operations performed on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed in the form of an endorsement to the Vendor's insurance.

Notice of Cancellation – Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the City of Miami Beach c/o EXIGIS Insurance Compliance Services.

Waiver of Subrogation – Vendor agrees to obtain any endorsement that may be necessary to affect the waiver of subrogation on the coverages required. However, this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers – Insurance must be placed with insurers with a current A.M. Best rating of A:VII or higher. If not rated, exceptions may be made for members of the Florida Insurance Funds (i.e. FWCIGA, FAJUA). Carriers may also be considered if they are licensed and authorized to do insurance business in the State of Florida.

Verification of Coverage – Vendor shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Vendor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

CERTIFICATE HOLDER ON ALL COI MUST READ:

CITY OF MIAMI BEACH
c/o EXIGIS Insurance Compliance Services
P.O. Box 947
Murrieta, CA 92564

Kindly submit all certificates of insurance, endorsements, exemption letters to our servicing agent, EXIGIS, at:

Certificates-miamibeach@riskworks.com

Special Risks or Circumstances - The City of Miami Beach reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

SECTION 7
LITIGATION JURISDICTION/VENUE/JURY TRIAL WAIVER

This Agreement shall be construed in accordance with the laws of the State of Florida. This Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. By entering into this Agreement, Vendor and the City expressly waive any rights either party may have to a trial by jury of any civil litigation related to or arising out of this Agreement.

SECTION 8
LIMITATION OF CITY'S LIABILITY

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action, for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds one times the total amounts paid to PayByPhone under this agreement in the 12 month period preceding the event giving rise to the claim. Vendor hereby expresses its willingness to enter into this Agreement with Vendor's recovery from the City for any damage action for breach of contract to be limited to a maximum amount of one times the total amounts paid to PayByPhone under this agreement in the 12 month period preceding the event giving rise to the claim.

Accordingly, and notwithstanding any other term or condition of this Agreement, Vendor hereby agrees that the City shall not be liable to the Vendor for damages in an amount in excess of one times the total amounts paid to PayByPhone under this agreement in the 12 month period preceding the event giving rise to the claim for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement.

Nothing contained in this section or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability, as set forth in Section 768.28, Florida Statutes.

In no event shall any party be liable for consequential, special, indirect or incidental damages, including but not limited to any damages resulting from loss of use or profits arising out of or in connection with this agreement, whether in an action based on contract, tort (including negligence) or any other legal theory, even if the party has been advised of the possibility of such damages.

SECTION 9
DUTY OF CARE/COMPLIANCE WITH APPLICABLE LAWS/PATENT RIGHTS; COPYRIGHT; AND CONFIDENTIAL FINDINGS

9.1 DUTY OF CARE

With respect to the performance of the Services contemplated herein, Vendor shall exercise that degree of skill, care, efficiency and diligence normally exercised by reasonable persons and/or recognized professionals with respect to the performance of comparable work and/or services.

9.2 COMPLIANCE WITH APPLICABLE LAWS

In its performance of the Services, Vendor shall comply with all applicable laws, ordinances, and regulations of the City, Miami-Dade County, the State of Florida, and the federal government, as applicable.

9.3 PATENT RIGHTS; COPYRIGHT; CONFIDENTIAL FINDINGS

a. PayByPhone agrees to defend and indemnify City for all losses, costs and damages resulting from a claim and/or determination that the Services as supplied to the City infringe any United States patent rights, copyrights or trademarks provided that: City promptly notifies PayByPhone in writing upon City becoming aware of the existence of any such suit, action, proceeding or threat; allows PayByPhone sole control of the defense and/or settlement thereof; provides such reasonable cooperation as PayByPhone may require; and, makes no admissions or other statements which may be prejudicial to PayByPhone. In no event shall City consent to any judgment or decree or do any other act in compromise of any such claim without PayByPhone's express prior written consent. In no event will PayByPhone be liable for the payment of any amount agreed to in settlement without its express consent.

b. In the event that the City is enjoined from its use of the Services due to a proceeding based upon the infringement of patent, copyright or trademark in the United States, PayByPhone shall, at its option, either:

i. promptly render the product non-infringing and capable of providing services as intended; or
ii. procure for City and its customers the right to continue using its product; or
iii. replace the product with non-infringing goods; or
iv. remove the product and refund any expense of the City.

c. PayByPhone shall have no liability in respect of any claim based upon:

i. use, operation or combination of its product with software, hardware, data, or equipment not supplied by PayByPhone if such infringement would have been avoided but for such use, operation or combination; or
ii. use of products other than in accordance with PayByPhone's specifications if such infringement would have been avoided but for use of the Products not in accordance with PayByPhone specifications; or
iii. its products that have been modified by any party other than PayByPhone if such infringement would have been avoided but for such modification.

d. Neither party will disclose the other party's or its affiliates' confidential or proprietary information, including Transaction Data and User Profile Data ("Confidential Information") (including the terms of this Agreement and any information provided by the other party that is confidentially maintained or proprietary or which derives value from not being generally known to persons who can obtain economic value from its disclosure or use or that a reasonable person would consider confidential, given the context) except:

i. with the other party's consent;

ii. to employees, agents and contractors who have a need to know in the discharge of their duties and who are subject to a contractual obligation to keep such information confidential that is at least as restrictive as this Agreement; or

iii. when required to do so by law or by any binding rule, order or request.

For purposes of this Section 9.3, the parties agree that confidential or proprietary information does not include any information that is:

i. already known to the receiving party at the time of disclosure hereunder (other than from the other party or its affiliates) as demonstrated by its written records;

ii. now or hereafter becomes publicly known other than through acts or omissions of the receiving party, or anyone to whom the receiving party disclosed such information;

iii. disclosed to the receiving party, by a third party, under no obligation of confidentiality to the disclosing party or any other party; or

iv. independently developed by the receiving party without reliance on the confidential information of the disclosing party as shown by its written records.

Each party shall exercise reasonable commercial care in protecting the confidentiality of the other party's confidential information disclosed to it. The parties agree that an actual or threatened breach of this provision would result in irreparable harm to the party whose confidential information would be disclosed in breach, and shall entitle that party to temporary or permanent injunctive relief without proof of actual damages.

SECTION 10
GENERAL PROVISIONS

10.1 AUDIT AND INSPECTIONS

Upon reasonable verbal or written notice to Vendor, and at any time during normal business hours (i.e. 9AM – 5PM, Monday through Fridays, excluding nationally recognized holidays), and as often as the City Manager may, in his/her reasonable discretion and judgment, deem necessary, there shall be made available to the City Manager, and/or such representatives as the City Manager may deem to act on the City's behalf, to audit, examine, and/ or inspect, any and all other documents and/or records relating to all matters covered by this Agreement. Vendor shall maintain any and all such records at its place of business at the address set forth in the "Notices" section of this Agreement.

10.2 INSPECTOR GENERAL AUDIT RIGHTS

(A) Pursuant to Section 2-256 of the Code of the City of Miami Beach, the City has established the Office of the Inspector General which may, on a random basis, perform reviews, audits, inspections and investigations on all City contracts, throughout the duration of said contracts. This random audit is separate and distinct from any other audit performed by or on behalf of the City.

(B) The Office of the Inspector General is authorized to investigate City affairs and empowered to review past, present and proposed City programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor City projects and programs. Monitoring of an existing City project or program may include a report concerning whether the project is on time, within budget and in conformance with the contract documents and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Vendor, its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption. Pursuant to Section 2-378 of the City Code, the City is allocating a percentage of its overall annual contract expenditures to fund the activities and operations of the Office of Inspector General.

(C) Upon ten (10) days written notice to the Vendor, the Vendor shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General is empowered to retain the services of independent private sector auditors to audit, investigate, monitor, oversee, inspect and review operations activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Vendor its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption.

(D) The Inspector General shall have the right to inspect and copy all documents and records in the Vendor's possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.

(E) The Vendor shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this Agreement, for examination, audit, or reproduction, until three (3) years after final payment under this Agreement or for any longer period required by statute or by other clauses of this Agreement. In addition:

i. If this Agreement is completely or partially terminated, the Vendor shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and

ii. The Vendor shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this Agreement until such appeals, litigation, or claims are finally resolved.

(F) The provisions in this section shall apply to the Vendor, its officers, agents, employees, subcontractors and suppliers. The Vendor shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Vendor in connection with the performance of this Agreement.

(G) Nothing in this section shall impair any independent right to the City to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the City by the Vendor or third parties.

10.3 ASSIGNMENT, TRANSFER OR SUBCONSULTING

With the exception of an assignment to PayByPhone's parent company, Vendor shall not subcontract, assign, or transfer all or any portion of any work and/or service under this Agreement without the prior written consent of the City Manager, which consent, if given at all, shall be in the Manager's sole judgment and discretion. Neither this Agreement, nor any term or provision hereof, or right hereunder, shall be assignable unless as approved pursuant to this section, and any attempt to make such assignment (unless approved) shall be void.

10.4 PUBLIC ENTITY CRIMES

Prior to commencement of the Services, the Vendor shall file a State of Florida Form PUR 7068, Sworn Statement under Section 287.133(3)(a) Florida Statute on Public Entity Crimes with the City's Procurement Division.

10.5 NO DISCRIMINATION

In connection with the performance of the Services, the Vendor shall not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, sex, age, disability, religion, income or family status.

Additionally, Vendor shall comply fully with the City of Miami Beach Human Rights Ordinance, codified in Chapter 62 of the City Code, as may be amended from time to time, prohibiting discrimination in employment, housing, public accommodations, and public services on account of actual or perceived race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, age, disability, ancestry, height, weight, domestic partner status, labor organization membership, familial situation, or political affiliation.

10.6 CONFLICT OF INTEREST

Vendor herein agrees to adhere to and be governed by all applicable Miami-Dade County Conflict of Interest Ordinances and Ethics provisions, as set forth in the Miami-Dade County Code, as may be amended from time to time; and by the City of Miami Beach Charter and Code, as may be amended from time to time; both of which are incorporated by reference as if fully set forth herein.

Vendor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of the Services. Vendor further covenants that in the performance of this Agreement, Vendor shall not employ any person having any such interest. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefits arising therefrom.

10.7 VENDOR'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

(A) Vendor shall comply with Florida Public Records law under Chapter 119, Florida Statutes, as may be amended from time to time.

(B) The term "public records" shall have the meaning set forth in Section 119.011(12), which means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the City.

(C) Pursuant to Section 119.0701 of the Florida Statutes, if the Vendor meets the definition of "Contractor" as defined in Section 119.0701(1)(a), the Vendor shall:

(1) Keep and maintain public records required by the City to perform the service;

(2) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the Agreement if the Vendor does not transfer the records to the City;

(4) Upon completion of the Agreement, transfer, at no cost to the City, all public records in possession of the Vendor or keep and maintain public records required by the City to perform the service. If the Vendor transfers all public records to the City upon completion of the Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

(D) REQUEST FOR RECORDS; NONCOMPLIANCE.

(1) A request to inspect or copy public records relating to the City's contract for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Vendor of the request, and the Vendor must provide the records to the City or allow the records to be inspected or copied within a reasonable time.

(2) Vendor's failure to comply with the City's request for records shall constitute a breach of this Agreement, and the City, at its sole discretion, may: (1) unilaterally terminate the Agreement; (2) avail itself of the remedies set forth under the Agreement; and/or (3) avail itself of any available remedies at law or in equity.

(3) A Vendor who fails to provide the public records to the City within a reasonable time may be subject to penalties under s. 119.10.

(E) CIVIL ACTION.

(1) If a civil action is filed against a Vendor to compel production of public records relating to the City's contract for services, the court shall assess and award against the Vendor the reasonable costs of enforcement, including reasonable attorneys' fees, if:

a. The court determines that the Vendor unlawfully refused to comply with the public records request within a reasonable time; and

b. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Vendor has not complied with the request, to the City and to the Vendor.

(2) A notice complies with subparagraph (1)(b) if it is sent to the City's custodian of public records and to the Vendor at the Vendor's address listed on its contract with the City or to the Vendor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

(3) A Vendor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

(F) **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

CITY OF MIAMI BEACH
ATTENTION: RAFAEL E. GRANADO, CITY CLERK
1700 CONVENTION CENTER DRIVE
MIAMI BEACH, FLORIDA 33139
E-MAIL: RAFAELGRANADO@MIAMIBEACHFL.GOV
PHONE: 305-673-7411

10.8 FORCE MAJEURE

(A) A "Force Majeure" event is an event that (i) in fact causes a delay in the performance of the Vendor or the City's obligations under the Agreement, and (ii) is beyond the reasonable control of such party unable to perform the obligation, and (iii) is not due to an intentional act, error, omission, or negligence of such party, and (iv) could not have reasonably been foreseen and prepared for by such party at any time prior to the occurrence of the event. Subject to the foregoing criteria, Force Majeure may include events such as war, civil insurrection, riot, fires, epidemics, pandemics, terrorism, sabotage, explosions, embargo restrictions, quarantine restrictions, transportation accidents, strikes, strong hurricanes or tornadoes, earthquakes, or other acts of God which prevent performance. Force Majeure shall not include technological impossibility,

inclement weather, or failure to secure any of the required permits pursuant to the Agreement.

(B) If the City or Vendor's performance of its contractual obligations is prevented or delayed by an event believed by to be Force Majeure, such party shall immediately, upon learning of the occurrence of the event or of the commencement of any such delay, but in any case within fifteen (15) business days thereof, provide notice: (i) of the occurrence of event of Force Majeure, (ii) of the nature of the event and the cause thereof, (iii) of the anticipated impact on the Agreement, (iv) of the anticipated period of the delay, and (v) of what course of action such party plans to take in order to mitigate the detrimental effects of the event. The timely delivery of the notice of the occurrence of a Force Majeure event is a condition precedent to allowance of any relief pursuant to this section; however, receipt of such notice shall not constitute acceptance that the event claimed to be a Force Majeure event is in fact Force Majeure, and the burden of proof of the occurrence of a Force Majeure event shall be on the requesting party.

(C) No party hereto shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable, in whole or in part, by Force Majeure to carry out such obligations. The suspension of any of the obligations under this Agreement due to a Force Majeure event shall be of no greater scope and no longer duration than is required. The party shall use its reasonable best efforts to continue to perform its obligations hereunder to the extent such obligations are not affected or are only partially affected by the Force Majeure event, and to correct or cure the event or condition excusing performance and otherwise to remedy its inability to perform to the extent its inability to perform is the direct result of the Force Majeure event with all reasonable dispatch.

(D) Obligations pursuant to the Agreement that arose before the occurrence of a Force Majeure event, causing the suspension of performance, shall not be excused as a result of such occurrence unless such occurrence makes such performance not reasonably possible. The obligation to pay money in a timely manner for obligations and liabilities which matured prior to the occurrence of a Force Majeure event shall not be subject to the Force Majeure provisions.

(E) Notwithstanding any other provision to the contrary herein, in the event of a Force Majeure occurrence, the City may, at the sole discretion of the City Manager, suspend the City's payment obligations under the Agreement, and may take such action without regard to the notice requirements herein. Additionally, in the event that an event of Force Majeure delays a party's performance under the Agreement for a time period greater than thirty (30) days, the City may, at the sole discretion of the City Manager, terminate the Agreement on a given date, by giving written notice to Vendor of such termination. If the Agreement is terminated pursuant to this section, Vendor shall be paid for any Services satisfactorily performed up to the date of termination; following which the City shall be discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement. In no event will any condition of Force Majeure extend this Agreement beyond its stated term.

10.9 E-VERIFY

(A) Vendor shall comply with Section 448.095, Florida Statutes, "Employment Eligibility" ("E-

Verify Statute"), as may be amended from time to time. Pursuant to the E-Verify Statute, commencing on January 1, 2021, Vendor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees during the Term of the Agreement, provide an affidavit stating that the Vendor does not employ, contract with, or subcontract with an unauthorized alien, or, upon the City's written request, otherwise demonstrate Vendor's compliance with Section 448.095 as described therein. Additionally, Vendor shall expressly require any subcontractor performing work or providing services pursuant to the Agreement to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract Term, as applicable. If Vendor enters into a contract with an approved subcontractor, the subcontractor must provide the Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Vendor shall maintain a copy of such affidavit for the duration of the Agreement or such other extended period as may be required under this Agreement.

(B) TERMINATION RIGHTS.

(1) If the City has a good faith belief that Vendor has knowingly violated Section 448.09(1), Florida Statutes, the City shall terminate this Agreement with Vendor for cause, and the City shall thereafter have or owe no further obligation or liability to Vendor.

(2) If the City has a good faith belief that a subcontractor has knowingly violated the foregoing Subsection 10.9(A), but the Vendor otherwise complied with such subsection, the City will promptly notify the Vendor and order the Vendor to immediately terminate the Agreement with the subcontractor. Vendor's failure to terminate a subcontractor shall be an event of default under this Agreement, entitling City to terminate the Vendor's contract for cause.

(3) A contract terminated under the foregoing Subsection (B)(1) or (B)(2) is not in breach of contract and may not be considered as such.

(4) The City or Vendor or a subcontractor may file an action with the Circuit or County Court to challenge a termination under the foregoing Subsection (B)(1) or (B)(2) no later than 20 calendar days after the date on which the contract was terminated.

(5) If the City terminates the Agreement with Vendor under the foregoing Subsection (B)(1), Vendor may not be awarded a public contract for at least 1 year after the date of termination of this Agreement.

(6) Vendor is liable for any additional costs incurred by the City as a result of the termination of this Agreement under this Section 10.9.

10.10 **TRADEMARKS; PROMOTION MATERIALS**

PayByPhone hereby grants the City a non-transferable, non-sublicensable, non-exclusive license to use its name and trademarks, without modification unless approved by PayByPhone, solely in connection with the City's marketing and use of the Services in the City facilities.

10.11 **STATUS MEETINGS**

On periodic basis, but not less than quarterly, an appropriate representative of each party shall conduct a joint meeting to discuss the status of the Services, as well as to answer questions, gather information and resolve disputes that may occur from time to time. It is the expectation of the parties that the representatives of the parties shall communicate directly with one another and

work directly with one another to ensure that all Services provided hereunder are completed on a timely and complete basis. All meetings pursuant to this Section 10.11 may be face to face, video or telephonic meetings as may be agreed upon by the parties. Each party shall bear its own costs of attending or participating in such meetings.

10.12 SIGNAGE

PayByPhone shall, at no cost to the City, coordinate with the City's other mobile parking payment provider, ParkMobile, to design, procure, and deliver all signage for the Parking Locations, including any signage necessary to replace outdated signage placed at a Parking Location under a previous agreement. All signage shall include information for both ParkMobile and PayByPhone equally. ParkMobile and PayByPhone shall coordinate the production of the Signage and shall secure the prior written approval of the City. Upon receiving approval from the City, PayByPhone and ParkMobile shall produce and deliver all signage to the City. The City shall be responsible for the costs of all subsequent Signage for go-live or additional phase areas. The City is responsible for the installation of all signs and decals.

The number of signs included for a Parking Location shall be mutually agreed upon by the City, PayByPhone, and ParkMobile for each Parking Location.

SECTION 11
NOTICES

Until changed by notice, in writing, all such notices and communications shall be addressed as follows:

TO VENDOR:

PayByPhone US Inc.
c/o PayByPhone Technologies Inc.
600-1290 Homer Street
Vancouver, BC V6B 2Y5
Canada
Attn: Legal

With a copy to: legal@paybyphone.com

TO CITY:

City of Miami Beach, Parking Department
C/O Parking Director
1755 Meridian Avenue, 2nd Floor
Miami Beach, Florida 33139
MonicaBeltran@miamibeachfl.gov

All notices mailed electronically to either party shall be deemed to be sufficiently transmitted.

SECTION 12
MISCELLANEOUS PROVISIONS

12.1 CHANGES AND ADDITIONS

This Agreement cannot be modified or amended without the express written consent of the parties. No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. In the event Client wishes to add new Parking Locations in addition to the Initial Parking Locations (the "Additional Parking Locations") or to add parking spaces to an existing Parking Location, the amendment will be effective against both parties if it is in the form of email between implementation personnel of the parties and, effective the date of such email, the Exhibit B will be read to include these Additional Parking Locations or parking spaces.

12.2 SEVERABILITY

If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected and every other term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

12.3 WAIVER OF BREACH

A party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A party's waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

12.4 JOINT PREPARATION

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

12.5 REPRESENTATIONS and WARRANTIES

Each of PayByPhone and City hereby represents, warrants, and covenants to the other party hereto as follows:

(a) It is duly organized and validly existing under the laws of the state of its incorporation and has full power and authority to carry on its business as it is now being conducted and to own and operate its properties and assets;

(b) The execution, delivery and performance of this Agreement by such party has been duly authorized by all requisite corporate or limited liability company action, as applicable;

(c) It has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and

(d) The execution, delivery and performance by it of this Agreement and its compliance with the terms and provisions hereof do not and will not conflict with or result in a breach of any of the terms or provisions of or constitute a default under the provisions of its charter documents or bylaws, or any order, writ, injunction or decree of any court or governmental authority entered against it or by which any of its property is bound.

12.6 DISCLAIMER OF WARRANTIES

THE SERVICES ARE PROVIDED "AS IS" AND WITH ALL FAULTS RELATED TO ANY THIRD PARTY HARDWARE OR EQUIPMENT AS MAY BE REQUIRED FOR USE OF THE PAYBYPHONE SERVICE. PAYBYPHONE DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, DIRECTLY OR INDIRECTLY, INCLUDNG WITHOUT LIMITATION, ANY WARRANTY OF CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF USE WITH RESPECT TO, ARISING OUT OF OR IN CONNECTION WITH ANY THIRD PARTY HARDWARE USED IN CONNECTION WITH THE SERVICES TO BE PERFORMED HEREUNDER BY SUCH PARTY OR THE RESULTS OBTAINED THEREBY.

12.7 ENTIRETY OF AGREEMENT

The City and Vendor agree that this is the entire agreement between the parties. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Title and paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the parties to this Agreement.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials, as of the date first entered above.

FOR CITY:

CITY OF MIAMI BEACH, FLORIDA

ATTEST:

By: _____
Rafael E. Granado, City Clerk

_____
Alina T. Hudak, City Manager

Date: _____

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 12/22/23 Date

FOR VENDOR:

PAYBYPHONE US INC.

By: _____

_____
Satyajit (Sonny) Samra, President

Date: _____

EXHIBIT A
SERVICE AGREEMENT

EXHIBIT A
COOPERATION AND SERVICE AGREEMENT

For the purposes of this Exhibit C – Cooperation and Service Agreement, "PayByPhone" shall mean PayByPhone US Inc., a provider of enhanced mobile commerce solutions, a Delaware corporation with its address at 48 Wall Street, Suite 1100, New York, New York 10005 and "Client" shall mean the City of Miami Beach, a provider of parking services with its address at: 1700 Convention Center Drive, Miami Beach, Florida, 33139.

AGREEMENT

Section 1 THE PAYBYPHONE MOBILE PAYMENT PLATFORM AND APPLICATIONS

1.1 PAYBYPHONE MOBILE PAYMENT APPLICATION

PayByPhone agrees to roll out the PayByPhone mobile payment service for use at Client's managed and owned parking facilities as agreed upon by PayByPhone and Client, to allow for consumers to pay for the use of Client's parking facilities through personal wireless devices (e.g., cellular telephones) or other wireless systems. QR code access to the payment service is not included.

1.2 PAYBYPHONE MANAGEMENT INFORMATION SYSTEM

PayByPhone will operate and manage a software application for Client that will provide near real time information and management reports on the transactions conducted utilizing the PayByPhone mobile payment service (the "Portal"). PayByPhone will host the Portal on its network. Client will access the Portal through a browser-based program installed on Client's computer hardware.

1.3 COMPUTER, NETWORKING AND TELECOMMUNICATION SYSTEMS

PayByPhone will own or possess, and will operate and maintain, all computer and networking hardware and software and data required to operate the PayByPhone mobile payment services service as contemplated in this Agreement, other than Client's existing computer and telecommunications systems.

1.4 MOBILE PAYMENT SERVICE ENFORCEMENT

Client agrees to supply Wireless Devices to employees in the field to provide real time confirmation of validly parked vehicles.

1.5 REPORTS

PayByPhone will provide Client with a set of standard self-serve reports in the Portal. Any changes or customizations to the standard set of reports will be subject to PayByPhone's prior approval and then-current PayByPhone professional services fees.

See https://www.paybyphone.com/pdf/us/pbp_professionalservicessamplerates.pdf for sample rates.

1.6 PAYBYPHONE INTERACTIVE VOICE RESPONSE

PayByPhone will provide the PayByPhone interactive voice response solution ("IVR") for use at Client's managed and/or owned parking facilities, as agreed upon by PayByPhone and Client, to allow for consumers to call and pay for the use of the Parking Location by calling the applicable service number displayed on the parking sign, parking meter, and/or pay station. Client is responsible for paying all Transaction Fees, as outlined in Appendix A, for each Transaction made through IVR.

1.7 PAYBYPHONE RIGHTS & RATES

PayByPhone will provide Client with the PayByPhone Rights & Rates service ("Rights & Rates") to allow Client to control eligibility to park at Client parking facilities and to assign special parking rules and prices to select segments of drivers. In this Agreement, a "Right" is the entitlement to start a parking session at a Parking Location and/or qualify for a specific rate/restriction. Client is responsible for paying the Rights & Rates implementation and

subscription fees, as outlined in Appendix A, for the number of Client parking spaces as agreed upon between PayByPhone and Client.

1.8 USE OF QR CODE

At Client's request, as part of the PayByPhone mobile payment service, PayByPhone will provide to Client, and include on the relevant signage at Client's parking facilities or in marketing materials, QR codes which will allow consumers to access the PayByPhone mobile payment service through QR code scanning, at no additional cost. Client acknowledges that inclusion of QR codes in the payment service is associated with a material risk of fraudulent activity by third parties who may manually replace QR codes on Client signage with their own codes and redirect the consumers to their sites for payment, resulting in losses to Client, PayByPhone and consumers. Client releases PayByPhone from any liability for any claims, actions or losses resulting from or associated with such fraudulent activity at Client's parking facilities and, to the extent permitted by law, agrees to indemnify PayByPhone against any and all third party claims, actions, losses resulting from or arising out of such fraudulent activity, as set out in section 8.2 of this Agreement. Client will reimburse PayByPhone for the cost of removing fraudulent QR signage from Client's parking facilities and for the costs of customer support and call centre fees associated with calls related to fraudulent signage at Client's parking spaces. PayByPhone will provide evidence supporting determination of the costs, but PayByPhone's calculations will be conclusive of the same. PayByPhone reserves the right to discontinue the support for the QR code feature with 10 day written notice to Client if the fraudulent activity at Client's parking facilities persists for longer than 6 weeks.

1.9 PAYBYPHONE VALIDATIONS PORTAL

Subject to the terms and conditions of this Agreement, PayByPhone will provide Client a parking validation subscription service, which allows Client to access a web-based parking validation and complimentary parking management portal to enter and manage license plate information to validate consumer parking sessions (the "Validations Portal"). Client is responsible for paying all Validations Portal fees, as set out in Appendix A, for the Parking Location(s), as agreed upon between PayByPhone and Client. Notwithstanding anything contrary to this Agreement, Client may not terminate its subscription to the Validations Portal for any reason for six months from the date the Validations Portal is set up for Client. Client shall not: (a) reverse engineer, decompile, dissemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, know-how or algorithms relevant to the Validations Portal; (b) create derivative works based on the Validations Portal; or (c) encourage or assist any third party to do the foregoing.

Section 2 FEES AND PAYMENTS

2.1 MERCHANT ACCOUNT

Merchant account refers to Client's merchant account set up with Client's acquiring bank. PayByPhone will cover the cost of linking one (1) Client merchant account with PayByPhone's gateway provider. Client agrees to cover the cost of merchant account updates including all third party fees and then-current PayByPhone professional services

2.2 TRANSACTION TESTING

PayByPhone reserves the right to execute test transactions from time to time to ensure top performance of the system and account. PayByPhone may execute up to ten test transactions per month without adjusting the Client invoice.

2.3 THIRD PARTY INTEGRATION

In the event that system changes (such as upgrades) by a third party that will impact the PayByPhone integration with Client sub-systems such as enforcement, Client agrees to pay for all PayByPhone development costs required to maintain such integration. PayByPhone will notify Client, in advance, of any such integration costs that could be added.

Section 3 EXCLUSIVITY

The parties expressly acknowledge that Client currently engages, and/or may in the future, at its option, add, other providers of mobile parking payment applications ("Third Party Providers"), through contracts for the same parking facilities and metered stalls covered by this Agreement.

Section 4 MARKETING, PROMOTION AND USER EDUCATION

4.1 MARKETING EVENTS

PayByPhone may conduct on-site marketing events and campaigns for its service, whereby PayByPhone will inform parking lot consumers of the availability of the PayByPhone mobile payment services as well as any promotions available, with the knowledge and approval of Client which is not to be unreasonably withheld.

4.2 CLIENT TRAINING

PayByPhone will provide initial training to Client using a "Train the Trainer" (the "Client Trainer") model on the self-served PayByPhone Service Management Interface (SMI). The said Client Trainer will, at its own expense, train its staff and employees, including patrollers, to operate the mobile payment services and related applications and technology. Additional training sessions are available at the then current professional services rates. See https://www.paybyphone.com/pdf/us/pbp_professionalservicessamplerates.pdf for sample rates.

Section 5 INTELLECTUAL PROPERTY

5.1 INTELLECTUAL PROPERTY RIGHTS

5.1.1 The parties acknowledge and agree that any trademarks, patents, trade names, logos, trade dress, domain names, copyrights or licenses therein, or other enforceable intellectual property rights and whether in hard or electronic copy (collectively "Intellectual Property") belonging to the other party, given to them under this Agreement is and shall remain the property of that party for the duration of the Term of this Agreement.

5.1.2 Except as expressly stated, nothing in this Agreement shall be deemed or interpreted to convey, transfer or assign any Intellectual Property rights to the other party.

5.1.3 Each party reserves the right to approve in advance the use of its Intellectual Property by the other party in upon the advance written approval or as previously agreed upon in writing by the parties.

5.1.4 Upon termination of this Agreement for any reason the parties will use reasonable endeavours to ensure that all such Intellectual Property and material are removed from display and/or destroyed at the request of the other party save where such Intellectual Property is held by the parties in compliance with any statutory obligations and/or the maintenance of proper records.

5.1.5 The parties undertake that they have all necessary permissions, licenses and rights to use the Intellectual Property of third parties for the purposes of this Agreement.

5.1.6 To the extent permitted by law, each party shall indemnify (for the purposes of this clause, the "Indemnifying Party") the other (for the purposes of this clause the "Indemnified Party") against all actions, claims, proceedings, costs and expenses (including reasonable legal fees) arising from any actual infringement of Intellectual Property rights of whatever nature insofar as these relate to the Intellectual Property rights developed and owned by the Indemnifying Party or licensed to the Indemnified Party which claims, actions or proceedings arise as a result of the Indemnified Party's use of any of the Services, except that the indemnity shall not apply to any actions, claims or proceedings which are attributable to any breach of contract or negligent act or omission on the part of the Indemnified Party or where such actions, claims or proceedings relate to any developments of the services carried out by or at the request of the Indemnified Party except where the Indemnifying Party knew or ought to have known that such

development of the services requested by the Indemnified Party would result in an infringement of Intellectual Property rights.

5.1.7 The Indemnified Party shall notify the Indemnifying Party in writing of any such action, claim or proceeding and shall not make any admission unless the Indemnifying Party gives prior written consent.

5.1.8 At the Indemnifying Party's request and expense, the Indemnified Party shall permit the Indemnifying Party to conduct all negotiations and litigation. The Indemnified Party shall give all assistance as the Indemnifying Party may reasonably request and the Indemnifying Party shall pay the Indemnified Party's costs and expenses so incurred.

5.1.9 The Indemnifying Party may, at its expense: (i) obtain a license to enable the Indemnified Party to continue to use the Services, or (ii) modify or replace the Services to avoid any alleged or actual infringement or breach, or (iii) terminate the provision of the affected elements of the Services. Where the Indemnifying Party exercises options (i) or (ii) the functionality of such modification or replacement shall not materially affect the performance of the Services.

5.2 CLIENT INFORMATION

5.2.1 "Client Data" means all data provided directly by the Client to PayByPhone in relation to this Agreement, including Client's parking rates, Client's identifiers for Parking Locations and parking stalls, merchant account information, enforcement equipment and practices, and parking policies.

5.2.2 During the term of this Agreement and for such time after as not expressly prohibited, PayByPhone may obtain, store and use such Client Data for any purpose, including without limitation providing and improving services under this Agreement, so long as it complies with applicable data protection laws, contractual obligations and any other applicable requirements with respect to the Client Data. PayByPhone shall retain exclusive ownership of all rights in any derivative data it develops based on Client Data.

5.2.3 Following termination of this Agreement, PayByPhone will, at Client's written request, return to Client or destroy all Client Data and copies thereof. Notwithstanding the foregoing, PayByPhone shall be permitted to retain such copies of, or any computer records or files containing, the Client Data: (a) that has been archived by PayByPhone's automatic electronic archiving and back-up procedures, to the extent created and retained in a manner consistent with PayByPhone's standard archiving and back-up procedures; and (b) to the extent required by applicable law.

5.3 CUSTOMER INFORMATION

5.3.1 The parties will share information and data directly relating to drivers' parking sessions through the PayByPhone service at the Parking Locations ("Parking Sessions") and as may be required by the Client for parking enforcement, fines, and proceedings ("Transaction Data"). Transaction Data may include vehicle license plate, parking session date, time, duration, zone number and amount paid, details of parking fines/violation notices, and parking session details obtained through customer service centre, and does not include User Profile Data (defined below).

5.3.2 In using, sharing, or otherwise processing Transaction Data, PayByPhone and Client must comply with applicable data protection laws, contractual obligations and any other applicable requirements. Each party is responsible to the PayByPhone service users and other third parties for its respective use, sharing and processing of Transaction Data, whether it performs such use, sharing and processing directly or through third parties. Each party acts as a "data controller" with respect to Transaction Data for the purposes any privacy legislation that uses that

concept and is applicable to the party's activities. Each party agrees to provide such assistance as is reasonably required to enable the other party to comply with the applicable data protection laws.

5.3.3 Any information about or with respect to PayByPhone service users that is not related to parking sessions at the Parking Locations, including without limitation, information provided by users upon registration for a PayByPhone account and data about the user's activity in the PayByPhone account or the PayByPhone applications ("User Profile Data") shall be exclusively owned by PayByPhone. PayByPhone shall retain exclusive ownership of all rights in any derivative data it develops based on Transaction Data and User Profile Data.

5.4 PAYBYPHONE'S SERVICES TO CUSTOMERS

The parties acknowledge that PayByPhone service users hold the PayByPhone account under terms of service established by PayByPhone. Under these terms of service, PayByPhone may offer users an option to receive service communications by SMS text ("SMS Communications"), including reminders to extend a parking session and confirmations of successful registration for a parking session. Client agrees that, at any time during the Term, PayByPhone may charge any users who opt into these services a fee ("SMS Fee") for each SMS Communication sent by PayByPhone with respect to an initial parking session or extension of a parking session and may set the amount of the SMS Fee with reference to the cost PayByPhone incurs in delivering this optional service. At the time of entering into this Agreement, the SMS Fee is equal to $0.15 inclusive of taxes payable by the user. PayByPhone will provide Client with 30 day written notice of an increase in the amount of the SMS Fee. PayByPhone shall be responsible for any taxes applicable to the SMS Fees. PayByPhone records will be conclusive evidence with respect to the amount of SMS Fees collected during a billing period. The SMS Fees will be added to the total charged to the user in respect of a parking session or extension of a parking session.

Unless under the terms of the Agreement PayByPhone is designated as the merchant of record for parking fees paid using PayByPhone mobile payment service, PayByPhone and Client agree to designate Client as the merchant of record for any SMS Fees only. In that case, Client will collect PayByPhone's SMS Fees and remit to PayByPhone. Remittance will be made via electronic payment or cheque and may be included in the amount that also includes fees payable by Client to PayByPhone under this Agreement.

Section 6 INTENTIONALLY OMITTED

Section 7 DISCLAIMER, INDEMNIFICATION AND LIMITATION OF LIABILITY

7.1 DISCLAIMER

Except as expressly set forth in this agreement, PayByPhone does not make, and hereby specifically disclaims, any representations or warranties, express or implied, regarding the PayByPhone mobile payment services, including any implied warranties of title, merchantability, fitness for a particular purpose or non-infringement. Client acknowledges that the PayByPhone mobile payment services and services furnished by PayByPhone under this agreement (including, without limitation, any servers or other hardware, software, applications and any other items used or provided by PayByPhone or any third parties in connection with providing access to or hosting any of the foregoing or the performance of any services by PayByPhone under this agreement) are provided by PayByPhone "as is".

7.2 PARKING RATES

Client will be given access to parking rate data in order to confirm the parking rates at each Parking Location via the Portal. PayByPhone will make every attempt at ensuring the rates are configured correctly; upon completion of each Parking Location setup, it is the Client's responsibility to ensure all rates are configured correctly. Failing to do so shall exclude PayByPhone from any liability. Client shall implement any parking rate changes via the Portal following the Parking Location setup. In the event Client requests that PayByPhone configure the parking rate changes after the Parking Location setup, Client shall provide PayByPhone with sufficient notice of the rate changes and such work

will be subject to PayByPhone's prior approval and then-current PayByPhone professional services fees. See https://www.paybyphone.com/pdf/us/pbp_professionalservicessamplerates.pdf for sample fees.

Section 8 MISCELLANEOUS

INTENTIONALLY OMITTED

8.1 NO AGENCY

Each party, in all matters relating to this Agreement, will act as an independent contractor and independent employers. Except as otherwise expressly set forth herein, neither party will have authority and will not represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other, or to represent the other as an agent, employee or in any other capacity. Except as otherwise expressly set forth herein, nothing in this Agreement shall be construed to have established any agency, joint venture or partnership between the parties. Neither party shall make any warranties or representations on behalf of the other party.

8.2 COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument. The parties further agree that a signature transmitted via facsimile shall be deemed original for all purposes hereunder.

8.3 CAPTIONS

The captions used in this Agreement are for convenience only and shall not affect in any way the meaning or interpretation of the provision set forth herein.

8.4 CLIENT'S CONDUCT OF BUSINESS THROUGH AFFILIATES

The parties acknowledge that Client may carry out its business through affiliates. Client agrees to cause its affiliates to take such actions and to execute such documents as may be reasonably required to give effect to this Agreement as though references to Client in this Agreement were references to Client and those of its affiliates through which it carries on the business of owning and operating parking facilities.

8.5 PCI-DSS: PAYMENT CARD INDUSTRY DATA SECURITY STANDARD

PayByPhone is responsible for the security of cardholder data which PayByPhone possesses or otherwise stores, processes, or transmits on behalf of the Client. PayByPhone abides by the rules and regulations set forth in the PCI-DSS.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

The City of Miami Beach

Signature: _____

Name: _____

Title: _____

Attest.
Signature: _____
Name: Rafael E. Granado, City Clerk
Date: _____

PayByPhone US Inc.
Signature: _____

Name: _____

Title: _____

EXHIBIT B
FEE SCHEDULE

EXHIBIT B
PAYBYPHONE FEES

All amounts are exclusive of any and all taxes, including taxes applicable on fees paid by the driver. For the purposes of this Agreement, "Transaction" includes (a) user registration for a parking session, permit, validation or extension at a Parking Location through the PayByPhone mobile payment service (whether or not any amount is payable to Client by the user), (b) a refund, (c) a charge reversal and (d) any other operation for which PayByPhone incurs a fee from its gateway provider or an acquirer, if applicable.

ITEM	*PRICE*
ONE-TIME SETUP FEES	
Signage – first round of signage production at service launch (installation not included)	Included
Training, consulting, marketing, and customer support as described in the Agreement *Marketing includes a standard launch package*	Included
Mobile payment services setup fee for all Initial Parking Locations	Waived[1]
Integration with enforcement solution software: PayByPhone will include 1 complimentary enforcement integration	Included
Standard PayByPhone city dynamic label	Included
TRANSACTION FEES	
Hourly Parking: Client pays to PayByPhone per Transaction—City serves as Merchant of Record (Client may charge user a non-embedded, on top of price of Convenience Fee of $0.35)	$0.35[2]
Monthly Parking Option: Client pays to PayByPhone per Transaction—City serves as Merchant of Record (Client may charge user a non-embedded, on top of price of Convenience Fee of $1.00)	$1.00[2]
Resident Rate Zero Fee Offering: Verified via PayByPhone's Rights & Rates solution (priced below), residents will receive a $0 cost Convenience Fee if the "double code offering" (see description below) is utilized.	$0.00 per authorized resident
Monthly minimum of total Transaction Fees	Waived
OPTIONAL FEES	
Additional Custom dynamic label	$1,000
Mobile payment service setup fee for Additional Parking Locations	Waived
IVR setup fee	Waived
IVR additional per transaction fee[4]	Waived—Included with standard transaction fee
Rights & Rates setup fee	Reduced $500
Rights & Rates monthly subscription fee for one (1) Right	$199 per month
Validation Portal setup fee	$1,500

EXHIBIT B
PAYBYPHONE FEES

Validation Portal monthly subscription fee	$250 per Parking Location/mo.

NOTES:

1. Mobile payment services setup fee (if applicable) includes configuration, testing, and implementation of a dedicated client account within the PayByPhone system; merchant account integration and testing; set up and training on reporting, customer service, and other elements of the PayByPhone Portal.
2. Any change in the Parking Rates will not affect the price the Client will pay to PayByPhone per Transaction. The Convenience Fee may only be increased by mutual agreement of both parties. Services covered by the Transaction Fee include interactive voice response solution (IVR). Client is responsible for paying all Transactions Fees for all Transactions made through the PayByPhone mobile application, web application, and/or IVR (if applicable).
3. Client is responsible for paying its own credit card processing and merchant banking fees, if Client is merchant of record (MOR).

Double Code Offering: PayByPhone assigns a location code for the area plus a resident location code that will be used by residents only, which provides a $0 Convenience Fee option for residents.

a. If a non-resident were to try to use this resident location and they were not authorized via Rights & Rates, they would be instructed to utilize the standard location code.

EXHIBIT C
TIMELINE/ SCHEDULE/SIGNAGE

PayByPhone & City of Miami Beach

Planned Scope of Work & Timeline - Mobile Payments

**All estimated dates and timeframes are dependent upon information being provided to PayByPhone by the City.*

Anticipated Start Date	Task Description	Initiating Lead Designation	PBP Team Member(s)	City Team Member(s)	Task Duration	Estimated Completion Date	Deliverable
11/1/2023	Contract Negotiation	Mutual	Sales, Legal	Procurement, City Manager, Parking, Legal	3 Weeks	22-Nov-23	Fully Executed Agreement
11/29/2023	Project Kickoff Call	PayByPhone	Sales, Implementation, Account Management, Integrations	Parking Admin, Finance, IT, Integration/Enforcement	1 Hour	11/29/2023	Workbook provided, which includes all information needed by PBP to work on the City's implementation for mobile payments. Clearly defined expectations and timelines will be discussed
11/29/2023	Workbook Complete	City		All relevant city/parking team members	2 weeks	12/13/2023	Workbook returned to PayByPhone with completed materials
11/29/2023	Merchant Account Setup	City	Implementation	Finance, Parking Admin	3-4 Weeks	12/27/2023	City to begin setting up merchant account ASAP to ensure available for test transactions necessary prior to go live.
12/13/2023	Enforcement Engaged	PayByPhone	Implementation	Parking Admin & Enforcement	3-4 weeks	1/3/2024	Upon City providing contact information for enforcement partner, PayByPhone will engage with provider to set up integration for enforcement purposes
12/6/2023	Signage Discussion	PayByPhone	Implementation	Parking Admin & Enforcement	2 weeks	12/27/2023	PayByPhone will discuss signage during weekly calls and create mock-ups for approval by City. Upon approval, signage will be ordered for delivery prior to estimated go live.
12/27/2023	Marketing Discussion	PayByPhone	Implementation	Parking Admin & Marketing	Ongoing	TBD	PayByPhone will discuss marketing strategies available to the City and discuss the City's marketing desires to plan marketing efforts to announce mobile payment launch within the City.
1/1/2024	Test Transactions - Merchant	PayByPhone	Implementation	Parking Admin & Finance	1-2 Weeks	1/15/2024	Test transactions will be submitted with coopration from the City to verify visibility within merchant account.
1/1/2024	Test Transactions - Enforcement	PayByPhone	Implementation	Parking Admin & Enforcement	1-2 Weeks	1/15/2024	Test transactions will be submitted with cooperation from the City to verify visibility within enforcement devices
1/1/2024	Signage Installation Planning	City		Parking Admin	1-2 Weeks	1/19/2024	City to install signage and decals with plans to have system live upon install.
1/23/2024	Go Live	PayByPhone	Implementation	Parking Admin	Ongoing	1/23/2024	Go live date may vary based on when signs are installed.

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MIAMIBEACH

COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Alina T. Hudak, City Manager
DATE: January 31, 2024

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING THE AGREEMENTS WITH PARKMOBILE, LLC, AND PAYBYPHONE US INC., PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) NO. 2023-051-WG FOR MOBILE PARKING PAYMENT SYSTEMS; AND AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE THE FINAL AGREEMENTS.
(ITEM TO BE SUBMITTED IN SUPPLEMENTAL)

SUPPORTING SURVEY DATA
TBD

FINANCIAL INFORMATION
TBD

Is this a "Residents Right to Know" item, pursuant to City Code Section 2-14?
No

Does this item utilize G.O. Bond Funds?
No

Legislative Tracking
Parking/Procurement

ATTACHMENT B

ADDENDUM AND RFQ SOLICITATION

MIAMIBEACH

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139
www.miamibeachfl.gov

ADDENDUM NO. 2
REQUEST FOR QUALIFICATIONS NO. 2023-051-WG
MOBILE PARKING PAYMENT SYSTEM
March 21, 2023

This Addendum to the above-referenced RFQ is issued in response to questions from prospective proposers, or other clarifications and revisions issued by the City. The RFQ is amended in the following particulars only (deletions are shown by strikethrough and additions are underlined).

I. **REVISION: RFQ DUE DATE AND TIME.** The deadline for the electronic receipt of bids is extended until 3:00 p.m., on Wednesday, April 5, 2023.

All bids received and time stamped through BidSync, prior to the bid submittal deadline shall be accepted as timely submitted. Bids will be opened promptly at the time and date specified. Hard copy bids or bids received electronically, either through email or facsimile, submitted prior to or after the deadline for receipt of bids are not acceptable and will be rejected. Late bids cannot be submitted, bidders are cautioned to plan sufficiently. The City will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence.

II. **REVISION: Delete Subsection 3.4.0 from Section 0300, Tab 3, System Capabilities.**

~~3.4.0 Is there system portability, expandability, and support?~~

III. **ATTACHMENTS:**

Attachment A	**Parking Garage Rates**
Attachment B	**CMB Meter Parking Rates**
Attachment C	**Merchant Statement**

IV. **RESPONSES TO QUESTIONS RECEIVED:**

Q1: Overall Bid Question: Section 4 - Financial Capacity of the RFP describes a requirement for bidders to request that Dun & Bradstreet submit its Supplier Qualifier Report directly to the City when requested.

Is the City requiring the Dun & Bradstreet report for this project? If so, the link provided in the RFP to access Dun & Bradstreet requests is broken and brings up a "Service Unavailable" message when trying to access it?

A1: Should the City request the report, a revised link will be provided.

Q2: Please indicate what enforcement provider you currently use as well as any you plan to use.

A2: The City of Miami Beach has its own in-house Enforcement Division.

Q3. What percentage of your total transactions processed was for residents during the 2022 FY?

A3: The total transactions processed for residents during the 2022 FY was approximately 10%.

Q4. For A1, Scope of Work, item 4 (API in-house system), please provide the specific data fields the City requires to be included in the API integration.

A4: The fields provided by the City's API are: License plate state & license plate number. The required fields to be provided by the 3rd party API are:

- **HTTP Response date/time**
- **Permit Start date/time**
- **Permit Expiry date/time**
- **License Plate State**
- **License Plate Number**
- **Parking Zone / Area.**

Q5. Regarding the City's request for an integration with Skidata for the City's gated areas, please provide your current usage rates of this solution. Additionally, please describe the desired solution in detail and indicate if this is currently active or a planned/future integration.

A5: At parking garages, patrons have the option to pay at the pay-on-foot stations, at an exit, or via the current Mobile Parking Payment contractor. An average of 1.14% of all garage transient revenue is received via the Mobile Parking Payment contractor.

The current parking app used at garages is fully integrated. ParkMobile sends ticket # to Skidata once the customer scans the ticket in the application – at the exit when a ticket is returned, Skidata calculates the rate, sends the rate to ParkMobile and ParkMobile charges the customer. The rate is calculated by Skidata. ParkMobile is also sending Skidata resident status so that the correct rate is applied to the customer. This is currently in place.

Q6. Since this is an RFQ, please describe the City's plans for next steps including an anticipated timeline.

A6: Through the RFQ, the City will consider qualifications and system functionality and may negotiate an agreement, to include fees, with the proposer(s) deemed to be most qualified. The City's current agreement has been extended on a month-to-month basis. The City anticipates expediting a replacement Agreement.

Q7. Please clarify how the Dun & Bradstreet SQR may be submitted. Is it acceptable for the report to be acquired by our organization so we have the ability to review information and subsequently submit with our bid or must it come directly from Dun & Bradstreet? Additionally, please clarify the maximum age of a report that will be accepted (for example, if we have a report from three months ago, is this acceptable?)

A7: Should the City request the report from proposers, it must be received directly from Dun & Bradstreet within 3 business days from the City's request.

Q8. To best respond with specifics on our capabilities, please outline the City's current parking rate system as it applies to visitors and residents.

a. Hourly rates for guests (please include any times or varying/escalating structures)
b. Hourly rates for residents (please include all setups if different areas offer various options).

c. Any other rate/option not specifically listed here that we will be expected to accommodate?

A8: Refer to Attachment A Parking Garage Rates and Attachment B CMB Meter Parking Rates.

Q9. What is the existing pay station type (pay by plate or pay by space) and vendor? Approximately how many?

A9: The City's existing station type is Pay-by-plate, by T2 Systems; and there are approximately 300 pay stations.

Q10. How many gate arms and locations for the Skidata revenue control system exist?

A10: The Skidata revenue control systems exist at 12 garages and there are a total of 59 gate arms.

Q11. How many parking spaces are there currently? Broken down by on-street and off-street if possible.

A11: 11,898 off-street / 4,843 on-street.

Q12. What is the current parking transaction fee the City and/or End User pays for the existing mobile payment service?

A12: $.35 on-street and off-street transactions; $0.50 for gated system transactions; and residents at no charge.

Q13. Approximately how many transactions per year for existing mobile provider?

A13: There are approximately 4,841,476 transactions per year for the existing mobile provider.

Q14. What was last year's and/or 2021 Parking Revenue, broken down by source type if possible?

A14: $37,465.00 2021 revenue.

Q15. What is the city's desired timeline for launching the system?

A15: Refer to the response to Question No. 6 above.

Q16. Is the city seeking LPR services? If not, who is the city's LPR provider for integration?

A16: The City is not seeking LPR services at this time. The current LPR system (XParking) was developed in-house by the City's IT department.

Q17. What is the City's preferred approach to Merchant Processing, shall the proponent provide Merchant Processing services within the submission?

A17: The City currently uses First Data for credit card processing services. We prefer to continue to use First Data. However, following selection, the City reserves the right to enter into further negotiations with the selected Proposer.

Q18: Can the City explain what it means by "is there interface capability"?

A18: The new system should have capabilities for integration through API to do the following:
- **Consume City of Miami Beach data using our existing endpoint. Our API makes available parking permit data for other system to access.**
- **Provide real-time data to be consumed by the City of Miami Beach through REST API.**

Q19: Can the City explain what it means by "is there system portability, expandability, and support?"

A19: See Revision I above.

Q20: What system is the City currently using for enforcement or how is the City currently enforcing?

A20: Refer to the response to Question No. 16 above.

Q21 As most permit software programs are tied directly to vendors' enforcement software, can the City disclose how license plates for permits are being enforced now?

A21: Permits are issued by an application developed in-house and are currently enforced by XParking.

Q22: If an integration with the current enforcement provider is a must, can the City disclose if/when they will be looking at enforcement providers again?

A22: This is not being considered at the present time.

Q23: Can the City disclose who provides the current permit/citation portals, as most permit/citation software have their own payment portal so information like payments can be processed in real-time?

A23: Permits are issued by an application developed in-house and can be paid and processed in real-time online. Citation payments are handled by Miami-Dade Parking Violations Bureau.

Q24: 3.3.5 Does your service integrate with wireless handheld systems? If yes, provide examples of live sites. Can you please provide more details or examples of wireless handheld systems you would like to use?

A24: Please specify any integration capabilities your proposed product may have with wireless handheld systems.

Q25: 3.3.8 What is the settlement process of your system/software? Can you please provide more information or what you are looking for? How would you prefer?
-Are you looking to have a personalized mobile parking payment system?
-How much time will we have for integration work?

A25: Please specify any settlement process capabilities your proposed product may have for the City's review. Integration schedules will be negotiated with the successful proposer(s).

Q26: For the electronic validation system for hotels, businesses, and restaurants - do they cover the fee of the patron or are these validations free from the City?

A26: The patron fee for electronic validation at hotels, businesses, and restaurants is covered by the business.

Q27: Can the City confirm the total number of paid off-street spaces the application would be used?

A27: The total number of paid off-street spaces the application would be used for are 11,898.

Q28: Can the City confirm the average cost of the on-street parking rate is $4.00/h?

A28: Refer to Attachment A Parking Garage Rates and Attachment B CMB Meter Parking Rates.

Q29: Can the City confirm the total number of paid on-street spaces the application will be used?

A29: The total number of paid on-street spaces the application will be used for are 4,843.

Q30 Can the City confirm the average cost of off-street parking rate is $2.00/h?

A30: Refer to Attachment A Parking Garage Rates and Attachment B CMB Meter Parking Rates.

Q31: Who are the current meter/kiosk providers?

A31: The City's current meter provider is T2 Systems.

Q32: If the City has multi-space meters or meters that accept credit card payments, who is paying the merchant processing fees: the City or the provider?

A32: The City is paying the merchant processing fees.

Q33: Can the City verify how many total annual mobile payment transactions occur on average?

A33: On average 4.8 million annual mobile payment transactions occur.

Q34: Can the City verify how many total annual mobile payment resident transactions occur on average?

A34: On average 496,473 annual mobile payment resident transactions occur.

Q35: Can the city disclose who is the merchant of record for the mobile payment application? (vendor or city)

A35: The City's current merchant of record for the mobile payment application is Truist Merchant Services.

Q36: Would the City be willing to disclose its current merchant processing rates and the average transaction size or provide a merchant statement?

A36: Please refer to Attachment C, Merchant Statement.

Q37: If the vendor has electronic parking space rental software, would the City entertain information pricing on this?

A37: We are not currently seeking this service; however, vendors may include information if desired. The purpose of the RFQ is to select the best qualified (as determined by the City) consultant for the project. Responses pursuant to the RFQ are not to include costs. After selection the City and the selected consultant will negotiate scope, terms, and cost.

Q38: 3.5.9 – Will you provide Miami Beach Residents Mobile Parking service at no charge? Please explain. Can the City please provide the specifics of the Miami Beach Residents Mobile Parking service?

A38: Currently registered Miami Beach Residents do not pay transaction fees. The City of Miami Beach resident registers with the City by providing the required documentation. On a daily basis, the current provider retrieves from the City a list of license plates that qualify for resident status. When a transaction is initiated for a license plate with resident status, a discounted parking hourly rate is applied and no transaction fees are assessed.

Q39: 3.5.7 – How is the Mobile Parking user fee assessed? Per transaction, monthly etc. Please explain. Can the City please provide details on the term Mobile Parking User fee?

A39: Mobile parking user fees (transaction fees) are assessed and charged to the user by transaction. Registered residents are currently exempt from user fees.

Q40: 3.3.1 – Does the system require integration with the meters? Can the City please clarify the intent for integration with the meters?

A40: Meter integration is not a requirement of the City. Please specify any requirement for your proposed system to be integrated with meters.

Q41: 3.2.6f – Rates and restrictions can be different for every meter (if desired)?
Can the City please clarify the need for rates and restrictions to be different for every meter?

A41: Rates are presently not different per meter but vary per area (zone). Please specify any rate and restriction capabilities your proposed product may have.

Q42: If a proposer could offer a system that provides a single backend operating system for mobile payments, permit issuance/management, citation issuance/management, and reporting that could help increase compliance and collections, can a vendor include additional information?

A42: Yes. There are multiple sections in Tab 3 (System Capabilities) where such information can be submitted.

Q43: Would the city be open to a vendor that has software that could enable the City to offer more than one mobile payment option with all applications being managed through a single backend?

A43: Please see the response to Question No. 42 above.

Q44: Would the City prefer to only offer one mobile payment option?

A44: The City may consider more than one mobile payment option.

Thank you!

Any questions regarding this Addendum should be submitted **in writing** to the Procurement Management Department to the attention of the individual named below, with a copy to the City Clerk's Office at RafaelGranado@miamibeachfl.gov

Contact:	Telephone:	Email:
William Garviso	305-673-7000 ext. 7490	WilliamGarviso@miamibeachfl.gov

Proposers are reminded to acknowledge receipt of this addendum as part of your RFQ submission. Potential proposers that have elected not to submit a response to the RFQ are requested to complete and return the "Notice to Prospective Bidders" questionnaire with the reason(s) for not submitting a proposal.

Sincerely,
William Garviso for Alex Denis
Alex Denis
Procurement Director

CITY OF MIAMI BEACH - PARKING GARAGES - RATES

7th Street (G1)

HOURS	RATE	HOURS	RATE
0 TO 1	$2.00	8 TO 9	$13.00
1 TO 2	$4.00	9 TO 10	$14.00
2 TO 3	$6.00	10 TO 11	$15.00
3 TO 4	$8.00	11 TO 12	$16.00
4 TO 5	$9.00	12 TO 13	$17.00
5 TO 6	$10.00	13 TO 14	$18.00
6 TO 7	$11.00	14 TO 15	$19.00
7 TO 8	$12.00	15 TO 24	$20.00

WEEKEND/EVENT FLAT RATE
FRIDAY, SATURDAY & SUNDAY
FROM 8PM TO 5AM
$ 15 PER VEHICLE

MAXIMUM DAILY RATE $20.00

LOST TICKET $20.00

12th Street (G2)

HOURS	RATE	HOURS	RATE
0 TO 1	$2.00	8 TO 9	$13.00
1 TO 2	$4.00	9 TO 10	$14.00
2 TO 3	$6.00	10 TO 11	$15.00
3 TO 4	$8.00	11 TO 12	$16.00
4 TO 5	$9.00	12 TO 13	$17.00
5 TO 6	$10.00	13 TO 14	$18.00
6 TO 7	$11.00	14 TO 15	$19.00
7 TO 8	$12.00	15 TO 24	$20.00

WEEKEND/EVENT FLAT RATE
FRIDAY, SATURDAY & SUNDAY
FROM 8PM TO 5AM
$ 15 PER VEHICLE

MAXIMUM DAILY RATE $20.00

LOST TICKET $20.00

13th Street (G3)

HOURS	RATE	HOURS	RATE
0 TO 1	$2.00	8 TO 9	$13.00
1 TO 2	$4.00	9 TO 10	$14.00
2 TO 3	$6.00	10 TO 11	$15.00
3 TO 4	$8.00	11 TO 12	$16.00
4 TO 5	$9.00	12 TO 13	$17.00
5 TO 6	$10.00	13 TO 14	$18.00
6 TO 7	$11.00	14 TO 15	$19.00
7 TO 8	$12.00	15 TO 24	$20.00

WEEKEND/EVENT FLAT RATE
FRIDAY, SATURDAY & SUNDAY
FROM 8PM TO 5AM
$ 15 PER VEHICLE

MAXIMUM DAILY RATE $20.00

LOST TICKET $20.00

16th Street (G4)

HOURS	RATE
0 TO 1	$2.00
1 TO 2	$4.00
2 TO 3	$6.00
3 TO 6	$10.00
6 TO 24	$20.00

WEEKEND/EVENT FLAT RATE
FRIDAY, SATURDAY & SUNDAY
FROM 8PM TO 5AM
$ 15 PER VEHICLE

MAXIMUM DAILY RATE $20.00

LOST TICKET $20.00

17th Street (G5)

HOURS	RATE	HOURS	RATE
0 TO 1	$2.00	5 TO 6	$10.00
1 TO 2	$4.00	6 TO 7	$11.00
2 TO 3	$6.00	7 TO 8	$12.00
3 TO 4	$8.00	8 TO 15	$15.00
4 TO 5	$9.00	15 TO 24	$20.00

EVENT FLAT RATE
$ 15 PER VEHICLE

MAXIMUM DAILY RATE $20.00

LOST TICKET $20.00

42nd Street (G6)

1 - 8 HOURS $1 PER HOUR OR ANY PORTION THEREOF

MAXIMUM DAILY RATE $8.00

LOST TICKET $8.00

City Hall (G7)

HOURS	RATE	HOURS	RATE
0 TO 1	$2.00	5 TO 6	$10.00
1 TO 2	$4.00	6 TO 7	$11.00
2 TO 3	$6.00	7 TO 8	$12.00
3 TO 4	$8.00	8 TO 15	$15.00
4 TO 5	$9.00	15 TO 24	$20.00

EVENT FLAT RATE
$ 15 PER VEHICLE

MAXIMUM DAILY RATE $20.00

LOST TICKET $20.00

5th & Alton (G8)

HOURS	RATE	HOURS	RATE
0 TO 1	$2.00	8 TO 9	$13.00
1 TO 2	$4.00	9 TO 10	$14.00
2 TO 3	$6.00	10 TO 11	$15.00
3 TO 4	$8.00	11 TO 12	$16.00
4 TO 5	$9.00	12 TO 13	$17.00
5 TO 6	$10.00	13 TO 14	$18.00
6 TO 7	$11.00	14 TO 15	$19.00
7 TO 8	$12.00	15 TO 24	$20.00

DAILY FLAT RATE 11p to 6a
$ 15 PER VEHICLE

MAXIMUM DAILY RATE $20.00

LOST TICKET $20.00

2-HOUR FREE VALIDATION WITH RETAIL RECEIPT

Pennsylvania Avenue (G9)

HOURS	RATE	HOURS	RATE
0 TO 1	$2.00	5 TO 6	$10.00
1 TO 2	$4.00	6 TO 7	$11.00
2 TO 3	$6.00	7 TO 8	$12.00
3 TO 4	$8.00	8 TO 15	$15.00
4 TO 5	$9.00	15 TO 24	$20.00

EVENT FLAT RATE
$ 15 PER VEHICLE

MAXIMUM DAILY RATE $20.00

LOST TICKET $20.00

Sunset Harbor (G10)

HOURS	RATE	HOURS	RATE
0 TO 1	$2.00	5 TO 6	$10.00
1 TO 2	$4.00	6 TO 7	$11.00
2 TO 3	$6.00	7 TO 8	$12.00
3 TO 4	$8.00	8 TO 15	$15.00
4 TO 5	$9.00	15 TO 24	$20.00

EVENT FLAT RATE
$ 15 PER VEHICLE

MAXIMUM DAILY RATE $20.00

LOST TICKET $20.00

Collins Park (G12)

HOURS	RATE	HOURS	RATE
0 TO 1	$2.00	5 TO 6	$10.00
1 TO 2	$4.00	6 TO 7	$11.00
2 TO 3	$6.00	7 TO 8	$12.00
3 TO 4	$8.00	8 TO 15	$15.00
4 TO 5	$9.00	15 TO 24	$20.00

EVENT FLAT RATE
$ 15 PER VEHICLE

MAXIMUM DAILY RATE $20.00

LOST TICKET $20.00

PARKING FEE INCLUDES APPLICABLE STATE SALES TAX
NO BILLS OVER $20.00 ACCEPTED

QUESTIONS AND ASSISTANCE 305.673.PARK (7275)

CITY OF MIAMI BEACH PARKING METER RATES

All metered parking from Ocean Drive to Pennsylvania Avenue; and from 5 Street to 15 Street, including Washington Avenue.

- $4.00/hour on-street – maximum time limits vary
- $2.00/hour off-street (lots) – maximum time limits vary
- Registered residents* $1.00/hour

Enforcement Hours: 24 hours. Seven days per week.

South Beach Parking Zone:

All metered parking south of 23 Street (Dade Boulevard), from Ocean Drive to the westernmost parking lane of Alton Road, between South Pointe Park and 17 Street; and from 17 Street to 21 Street (Sunset Harbor Drive) from Alton Road to the westernmost parking areas along Purdy Avenue and to Biscayne with the exception of the areas referenced in subsection 106-55(a)(1) entitled "Entertainment District Parking Zone"

- $4.00/hour on-street – maximum time limits vary
- $2.00/hour off-street (lots) – maximum time limits vary
- Registered residents* $1.00/hour

Enforcement Hours: 9:00 a.m. to 3:00 a.m. Seven days per week.

East Middle Beach Zone:

All metered parking from 23 Street to 44 Street; and from Collins Avenue to Indian Creek.

- $3.00/hour on-street – maximum time limits vary
- $2.00/hour off-street (lots) – maximum time limits vary
- Registered residents* $1.00/hour

Enforcement Hours: 9:00 a.m. to 3:00 a.m. Seven days per week.

West Middle Beach Zone:

All metered parking north of 23 Street and south of 63 Street; with the exception of the areas included in the East Middle Beach Zone.

- $1.00/hour on-street – maximum time limits vary
- $1.00/hour off-street lots (except P71 – 46 Street Lot) – maximum time limits vary
  - P71 (46 Street Lot) – 24 hour flat rate $20 non-resident. $6 registered resident

Enforcement Hours: 8:00 a.m. to 6:00 p.m. Seven days per week.

North Beach Zone:

All metered parking north of 63 Street.

- $1.00/hour on-street – maximum time limits vary
- $1.00/hour off-street (lots) – maximum time limits vary

Enforcement Hours: 8:00 a.m. to 6:00 p.m. Seven days per week.

TRUIST

PO Box 2394, Omaha, NE 68103-2394

YOUR CARD PROCESSING STATEMENT

CITY OF MIAMI BEACH
VYOMIE GREENE
1700 CONVENTION CENTER DR
MIAMI BEACH FL 33139-1824

THIS IS NOT A BILL

Statement Period	01/01/23 - 01/31/23
Merchant Number	275173125889
Customer Service	Website - Phone - 1-800-432-7628

SUMMARY

An overview of account activity for the statement period.

Page	1	**Total Amount Submitted**	$1,824,669.63
Page	50	**Third Party Transactions**	-$256,398.38
Page	51	**Chargebacks/Reversals**	-$497.98
Page	54	**Adjustments**	0.00
Page	54	**Fees**	-$87,871.33
Total Amount Processed			**$1,479,901.94**

IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

Important Information: As previously communicated in September, your SunTrust Merchant Services account statement(s) was rebranded to reflect our new name, Truist Merchant Services. There is no change to the Merchant Customer Support number 800-432-7628. In February, additional changes will occur to finish transitioning the account from SunTrust Merchant Services to Truist Bank. The terms and conditions of your merchant agreement will remain in effect. The processor in the agreement shall be Truist Bank instead of SunTrust Merchant Services. Your merchant ACH deposit description will change from "SUNTRUST MERCHANT" to "TRUIST MERCH SVC." Thank you for allowing Truist to be your Merchant Services provider.

SUMMARY BY DAY

Date Submitted	Submitted Amount	Third Party Transactions	Chargebacks/ Reversals	Adjustments	Fees	Amount Processed
12/31/22	0.00	0.00	-$16.39	0.00	0.00	-$16.39
01/01/23	$80,813.08	-$10,139.94	-$52.02	0.00	0.00	$70,621.12
01/02/23	$82,943.32	-$9,221.89	-$8.35	0.00	0.00	$73,713.08
01/03/23	$72,660.41	-$8,962.29	-$6.35	0.00	0.00	$63,691.77
01/04/23	$57,492.91	-$7,776.31	-$8.35	0.00	0.00	$49,708.25
01/05/23	$57,702.95	-$7,779.85	-$65.10	0.00	0.00	$49,858.00
01/06/23	$60,074.83	-$8,439.58	-$138.10	0.00	0.00	$51,497.15
01/07/23	$65,702.71	-$8,912.36	0.00	0.00	0.00	$56,790.35
01/08/23	$78,389.31	-$9,910.84	-$92.12	0.00	0.00	$68,386.35
01/09/23	$70,384.74	-$8,279.13	-$12.35	0.00	0.00	$62,093.26
01/10/23	$45,948.84	-$7,358.48	-$21.05	0.00	0.00	$38,569.31
01/11/23	$46,026.10	-$7,264.13	-$31.64	0.00	0.00	$38,730.33
01/12/23	$44,969.09	-$6,995.18	-$102.35	0.00	0.00	$37,871.56
01/13/23	$46,701.90	-$7,709.17	-$70.45	0.00	0.00	$38,922.28
01/14/23	$54,578.12	-$8,134.87	-$87.24	0.00	0.00	$46,356.01

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YOUR CARD PROCESSING STATEMENT

Merchant Number	275173125889
Customer Service	Website - Phone - 1-800-432-7628

Statement Period 01/01/23 - 01/31/23

SUMMARY BY DAY

Date Submitted	Submitted Amount	Third Party Transactions	Chargebacks/ Reversals	Adjustments	Fees	Amount Processed
01/15/23	$65,380.29	-$9,233.19	-$21.40	0.00	0.00	$56,125.70
01/16/23	$61,564.29	-$8,578.96	-$43.75	0.00	0.00	$52,941.58
01/17/23	$50,781.90	-$7,431.91	-$20.40	0.00	0.00	$43,329.59
01/18/23	$43,407.89	-$6,684.94	$6.35	0.00	0.00	$36,729.30
01/19/23	$45,886.41	-$7,442.26	$48.05	0.00	0.00	$38,492.20
01/20/23	$51,089.40	-$8,405.13	$255.99	0.00	0.00	$42,940.26
01/21/23	$58,961.14	-$8,606.86	-$2.70	0.00	0.00	$50,351.58
01/22/23	$77,872.70	-$10,060.62	$48.25	0.00	0.00	$67,860.33
01/23/23	$71,434.91	-$8,453.21	$38.45	0.00	0.00	$63,020.15
01/24/23	$46,865.06	-$7,075.43	$57.75	0.00	0.00	$39,847.38
01/25/23	$44,365.21	-$7,073.19	$30.35	0.00	0.00	$37,322.37
01/26/23	$49,492.28	-$7,875.61	$29.90	0.00	0.00	$41,646.57
01/27/23	$51,217.03	-$8,225.73	-$27.05	0.00	0.00	$42,964.25
01/28/23	$54,847.10	-$8,441.43	-$28.85	0.00	0.00	$46,376.82
01/29/23	$71,579.72	-$10,391.37	-$64.70	0.00	0.00	$61,123.65
01/30/23	$69,230.64	-$8,037.47	-$92.36	0.00	0.00	$61,100.81
01/31/23	$46,305.35	-$7,497.05	0.00	0.00	0.00	$38,808.30
Month End Charge	0.00	0.00	0.00	0.00	-$87,871.33	-$87,871.33
Total	**$1,824,669.63**	**-$256,398.38**	**-$497.98**	**0.00**	**-$87,871.33**	**$1,479,901.94**

SUMMARY BY CARD TYPE

Card Type	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
		Items	Amount	Items	Amount	Items	Amount
Mastercard	$4.90	96,042	$470,699.92	0	0.00	96,042	$470,699.92
VISA	$5.14	207,141	$1,064,287.19	0	0.00	207,141	$1,064,287.19
Discover	$5.57	5,977	$33,284.14	0	0.00	5,977	$33,284.14
American Express	$4.60	55,700	$256,398.38	0	0.00	55,700	$256,398.38
Total		**364,860**	**$1,824,669.63**	**0**	**0.00**	**364,860**	**$1,824,669.63**

SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
463413011788	01/01/23	$3.62	16	$57.95	0	0.00	16	$57.95
463418011129	01/01/23	$20.50	1	$20.50	0	0.00	1	$20.50
463429011947	01/01/23	$3.85	10	$38.45	0	0.00	10	$38.45
463439011730	01/01/23	$17.00	3	$51.00	0	0.00	3	$51.00
463442011597	01/01/23	$20.50	1	$20.50	0	0.00	1	$20.50
463448011575	01/01/23	$2.20	5	$11.00	0	0.00	5	$11.00
463566011833	01/01/23	$7.17	3	$21.50	0	0.00	3	$21.50
463581011604	01/01/23	$15.25	2	$30.50	0	0.00	2	$30.50
801322013031	01/01/23	$4.34	18	$78.05	0	0.00	18	$78.05
801323013116	01/01/23	$8.91	714	$6,362.82	0	0.00	714	$6,362.82
801324012950	01/01/23	$4.64	202	$937.37	0	0.00	202	$937.37
801325013114	01/01/23	$8.11	832	$6,747.37	0	0.00	832	$6,747.37
801326013067	01/01/23	$6.66	48	$319.73	0	0.00	48	$319.73
801327013113	01/01/23	$7.00	159	$1,112.36	0	0.00	159	$1,112.36
801328013114	01/01/23	$6.69	969	$6,481.11	0	0.00	969	$6,481.11
801330013114	01/01/23	$4.54	481	$2,183.30	0	0.00	481	$2,183.30
801331013088	01/01/23	$2.31	173	$400.43	0	0.00	173	$400.43
801332013086	01/01/23	$5.91	44	$260.19	0	0.00	44	$260.19

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YOUR CARD PROCESSING STATEMENT

Merchant Number	275173125889
Customer Service	Website - Phone - 1-800-432-7628

Statement Period 01/01/23 - 01/31/23

SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801333013026	01/01/23	$4.69	59	$276.88	0	0.00	59	$276.88
801335012911	01/01/23	$3.76	24	$90.20	0	0.00	24	$90.20
801336013114	01/01/23	$7.28	352	$2,560.86	0	0.00	352	$2,560.86
801338012992	01/01/23	$3.70	41	$151.64	0	0.00	41	$151.64
801339013026	01/01/23	$4.51	480	$2,165.68	0	0.00	480	$2,165.68
801340013115	01/01/23	$8.52	1,343	$11,440.83	0	0.00	1,343	$11,440.83
801341013115	01/01/23	$10.06	600	$6,036.25	0	0.00	600	$6,036.25
801342012748	01/01/23	$2.93	20	$58.56	0	0.00	20	$58.56
801343013113	01/01/23	$1.60	168	$268.63	0	0.00	168	$268.63
801344012138	01/01/23	$0.75	3	$2.25	0	0.00	3	$2.25
801346013099	01/01/23	$1.34	22	$29.53	0	0.00	22	$29.53
801347012983	01/01/23	$2.38	7	$16.63	0	0.00	7	$16.63
801348012191	01/01/23	$3.33	5	$16.66	0	0.00	5	$16.66
801349013061	01/01/23	$1.58	2	$3.16	0	0.00	2	$3.16
801350013011	01/01/23	$2.33	12	$27.95	0	0.00	12	$27.95
801351013114	01/01/23	$1.63	841	$1,367.81	0	0.00	841	$1,367.81
801353013023	01/01/23	$2.79	51	$142.48	0	0.00	51	$142.48
801354013070	01/01/23	$2.25	624	$1,402.13	0	0.00	624	$1,402.13
801355012252	01/01/23	$1.66	6	$9.98	0	0.00	6	$9.98
801356013066	01/01/23	$1.42	18	$25.49	0	0.00	18	$25.49
801357012903	01/01/23	$2.37	38	$90.00	0	0.00	38	$90.00
801358013058	01/01/23	$2.26	204	$460.48	0	0.00	204	$460.48
801359013046	01/01/23	$3.45	274	$945.98	0	0.00	274	$945.98
801361013045	01/01/23	$3.67	433	$1,587.98	0	0.00	433	$1,587.98
801362013043	01/01/23	$4.97	161	$800.61	0	0.00	161	$800.61
801363013042	01/01/23	$5.50	41	$225.51	0	0.00	41	$225.51
801364013046	01/01/23	$4.42	129	$570.03	0	0.00	129	$570.03
801365013037	01/01/23	$4.28	28	$119.90	0	0.00	28	$119.90
801366012536	01/01/23	$3.02	3	$9.05	0	0.00	3	$9.05
801367012988	01/01/23	$6.01	68	$408.75	0	0.00	68	$408.75
801368013040	01/01/23	$7.07	101	$714.25	0	0.00	101	$714.25
801369013107	01/01/23	$7.47	108	$807.15	0	0.00	108	$807.15
801370013107	01/01/23	$7.13	87	$620.45	0	0.00	87	$620.45
801372013114	01/01/23	$5.98	161	$962.55	0	0.00	161	$962.55
801373013104	01/01/23	$6.00	219	$1,313.84	0	0.00	219	$1,313.84
801374013113	01/01/23	$6.60	186	$1,227.26	0	0.00	186	$1,227.26
801375013111	01/01/23	$6.23	304	$1,894.31	0	0.00	304	$1,894.31
801376012226	01/01/23	$4.88	113	$552.00	0	0.00	113	$552.00
801377013025	01/01/23	$4.43	177	$784.46	0	0.00	177	$784.46
801379012941	01/01/23	$8.21	129	$1,058.65	0	0.00	129	$1,058.65
801380012873	01/01/23	$1.96	60	$117.36	0	0.00	60	$117.36
801381013027	01/01/23	$2.18	183	$399.05	0	0.00	183	$399.05
801382013033	01/01/23	$19.61	290	$5,686.15	0	0.00	290	$5,686.15
801383012950	01/01/23	$1.81	24	$43.47	0	0.00	24	$43.47
801384013026	01/01/23	$2.74	164	$449.32	0	0.00	164	$449.32
801385013026	01/01/23	$4.90	184	$902.27	0	0.00	184	$902.27
801387013019	01/01/23	$1.64	44	$72.25	0	0.00	44	$72.25
801388011442	01/01/23	$3.14	6	$18.86	0	0.00	6	$18.86
801389013111	01/01/23	$2.04	42	$85.80	0	0.00	42	$85.80
801391013047	01/01/23	$1.17	24	$28.04	0	0.00	24	$28.04
801392013001	01/01/23	$1.43	12	$17.11	0	0.00	12	$17.11
801393013094	01/01/23	$3.21	9	$28.91	0	0.00	9	$28.91
801395013026	01/01/23	$1.41	4	$5.65	0	0.00	4	$5.65
801396013095	01/01/23	$1.94	143	$276.82	0	0.00	143	$276.82
801397013045	01/01/23	$3.85	277	$1,066.57	0	0.00	277	$1,066.57
801398012863	01/01/23	$2.60	68	$176.69	0	0.00	68	$176.69
801399012763	01/01/23	$1.26	5	$6.29	0	0.00	5	$6.29

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YOUR CARD PROCESSING STATEMENT

Merchant Number	275173125889
Customer Service	Website - Phone - 1-800-432-7628

Statement Period 01/01/23 - 01/31/23

SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801400013067	01/01/23	$3.52	181	$636.39	0	0.00	181	$636.39
801401013036	01/01/23	$0.55	2	$1.10	0	0.00	2	$1.10
801403013082	01/01/23	$2.32	13	$30.20	0	0.00	13	$30.20
801404012673	01/01/23	$2.54	23	$58.49	0	0.00	23	$58.49
801405012115	01/01/23	$2.93	31	$90.81	0	0.00	31	$90.81
801406012964	01/01/23	$19.93	174	$3,468.45	0	0.00	174	$3,468.45
801407013041	01/01/23	$5.63	44	$247.81	0	0.00	44	$247.81
801408013041	01/01/23	$3.91	50	$195.60	0	0.00	50	$195.60
801409012641	01/01/23	$1.90	28	$53.23	0	0.00	28	$53.23
801411012974	01/01/23	$3.62	25	$90.50	0	0.00	25	$90.50
801412012987	01/01/23	$1.55	10	$15.50	0	0.00	10	$15.50
801413012997	01/01/23	$3.80	40	$151.90	0	0.00	40	$151.90
801415011883	01/01/23	$1.44	8	$11.55	0	0.00	8	$11.55
463406021203	01/02/23	$7.50	1	$7.50	0	0.00	1	$7.50
463413021789	01/02/23	$3.31	8	$26.50	0	0.00	8	$26.50
463418021130	01/02/23	$10.00	1	$10.00	0	0.00	1	$10.00
463429021948	01/02/23	$5.29	7	$37.00	0	0.00	7	$37.00
463439021731	01/02/23	$22.08	6	$132.50	0	0.00	6	$132.50
463442021598	01/02/23	$20.50	2	$41.00	0	0.00	2	$41.00
463448021576	01/02/23	$1.00	1	$1.00	0	0.00	1	$1.00
463566021834	01/02/23	$6.82	3	$20.45	0	0.00	3	$20.45
463581021605	01/02/23	$20.48	3	$61.45	0	0.00	3	$61.45
801322023032	01/02/23	$5.90	20	$117.90	0	0.00	20	$117.90
801323023117	01/02/23	$7.83	960	$7,513.41	0	0.00	960	$7,513.41
801324022951	01/02/23	$4.89	171	$836.22	0	0.00	171	$836.22
801325023115	01/02/23	$7.81	895	$6,990.89	0	0.00	895	$6,990.89
801326023068	01/02/23	$5.69	50	$284.70	0	0.00	50	$284.70
801327023114	01/02/23	$6.76	164	$1,108.73	0	0.00	164	$1,108.73
801328023115	01/02/23	$6.29	917	$5,771.93	0	0.00	917	$5,771.93
801330023115	01/02/23	$4.97	291	$1,446.82	0	0.00	291	$1,446.82
801331023089	01/02/23	$2.75	177	$487.02	0	0.00	177	$487.02
801332023087	01/02/23	$3.46	50	$172.82	0	0.00	50	$172.82
801333023027	01/02/23	$4.55	78	$355.02	0	0.00	78	$355.02
801335022912	01/02/23	$2.96	14	$41.40	0	0.00	14	$41.40
801336023115	01/02/23	$6.50	451	$2,931.86	0	0.00	451	$2,931.86
801338022993	01/02/23	$2.94	46	$135.01	0	0.00	46	$135.01
801339023027	01/02/23	$3.97	474	$1,882.12	0	0.00	474	$1,882.12
801340023116	01/02/23	$7.43	1,754	$13,028.30	0	0.00	1,754	$13,028.30
801341023116	01/02/23	$8.29	770	$6,384.44	0	0.00	770	$6,384.44
801342022749	01/02/23	$2.92	21	$61.30	0	0.00	21	$61.30
801343023114	01/02/23	$1.61	136	$218.84	0	0.00	136	$218.84
801344022139	01/02/23	$1.10	1	$1.10	0	0.00	1	$1.10
801346023100	01/02/23	$1.96	9	$17.60	0	0.00	9	$17.60
801347022984	01/02/23	$1.00	1	$1.00	0	0.00	1	$1.00
801348022192	01/02/23	$2.56	2	$5.11	0	0.00	2	$5.11
801349023062	01/02/23	$1.59	8	$12.69	0	0.00	8	$12.69
801350023012	01/02/23	$2.10	8	$16.83	0	0.00	8	$16.83
801351023115	01/02/23	$1.64	954	$1,561.46	0	0.00	954	$1,561.46
801353023024	01/02/23	$2.96	52	$154.02	0	0.00	52	$154.02
801354023071	01/02/23	$2.38	561	$1,337.95	0	0.00	561	$1,337.95
801355022253	01/02/23	$2.59	10	$25.92	0	0.00	10	$25.92
801356023067	01/02/23	$2.28	4	$9.13	0	0.00	4	$9.13
801357022904	01/02/23	$1.93	37	$71.43	0	0.00	37	$71.43
801358023059	01/02/23	$2.49	232	$576.75	0	0.00	232	$576.75
801359023047	01/02/23	$3.77	287	$1,082.64	0	0.00	287	$1,082.64
801361023046	01/02/23	$3.64	409	$1,487.44	0	0.00	409	$1,487.44
801362023044	01/02/23	$5.16	113	$582.73	0	0.00	113	$582.73

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SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801363023043	01/02/23	$4.03	39	$157.34	0	0.00	39	$157.34
801364023047	01/02/23	$4.21	100	$421.03	0	0.00	100	$421.03
801365023038	01/02/23	$3.45	44	$151.83	0	0.00	44	$151.83
801366022537	01/02/23	$4.32	10	$43.15	0	0.00	10	$43.15
801367022989	01/02/23	$6.64	60	$398.50	0	0.00	60	$398.50
801368023041	01/02/23	$5.36	122	$654.20	0	0.00	122	$654.20
801369023108	01/02/23	$6.98	186	$1,298.77	0	0.00	186	$1,298.77
801370023108	01/02/23	$7.01	89	$623.77	0	0.00	89	$623.77
801372023115	01/02/23	$5.46	181	$988.67	0	0.00	181	$988.67
801373023105	01/02/23	$5.66	193	$1,092.93	0	0.00	193	$1,092.93
801374023114	01/02/23	$5.92	192	$1,136.50	0	0.00	192	$1,136.50
801375023112	01/02/23	$6.08	285	$1,733.77	0	0.00	285	$1,733.77
801376022227	01/02/23	$4.27	101	$430.96	0	0.00	101	$430.96
801377023026	01/02/23	$4.06	149	$604.69	0	0.00	149	$604.69
801379022942	01/02/23	$6.57	201	$1,320.65	0	0.00	201	$1,320.65
801380022874	01/02/23	$1.97	44	$86.51	0	0.00	44	$86.51
801381023028	01/02/23	$2.36	161	$380.70	0	0.00	161	$380.70
801382023034	01/02/23	$19.86	262	$5,202.55	0	0.00	262	$5,202.55
801383022951	01/02/23	$1.72	31	$53.18	0	0.00	31	$53.18
801384023027	01/02/23	$3.02	168	$507.50	0	0.00	168	$507.50
801385023027	01/02/23	$4.25	163	$691.94	0	0.00	163	$691.94
801387023020	01/02/23	$2.21	63	$139.27	0	0.00	63	$139.27
801388021443	01/02/23	$3.82	5	$19.09	0	0.00	5	$19.09
801389023112	01/02/23	$1.70	34	$57.93	0	0.00	34	$57.93
801391023048	01/02/23	$2.18	11	$23.99	0	0.00	11	$23.99
801392023002	01/02/23	$2.43	8	$19.47	0	0.00	8	$19.47
801393023095	01/02/23	$2.88	12	$34.53	0	0.00	12	$34.53
801395023027	01/02/23	$1.35	2	$2.70	0	0.00	2	$2.70
801396023096	01/02/23	$2.31	302	$698.54	0	0.00	302	$698.54
801397023046	01/02/23	$3.61	291	$1,051.32	0	0.00	291	$1,051.32
801398022864	01/02/23	$2.48	153	$379.20	0	0.00	153	$379.20
801399022764	01/02/23	$2.47	10	$24.66	0	0.00	10	$24.66
801400023068	01/02/23	$4.11	162	$666.55	0	0.00	162	$666.55
801401023037	01/02/23	$2.12	12	$25.40	0	0.00	12	$25.40
801403023083	01/02/23	$2.19	13	$28.43	0	0.00	13	$28.43
801404022674	01/02/23	$2.63	58	$152.52	0	0.00	58	$152.52
801405022116	01/02/23	$2.95	75	$221.62	0	0.00	75	$221.62
801406022965	01/02/23	$20.29	174	$3,530.55	0	0.00	174	$3,530.55
801407023042	01/02/23	$4.85	56	$271.63	0	0.00	56	$271.63
801408023042	01/02/23	$3.63	53	$192.50	0	0.00	53	$192.50
801409022642	01/02/23	$1.96	34	$66.56	0	0.00	34	$66.56
801411022975	01/02/23	$3.68	29	$106.75	0	0.00	29	$106.75
801412022988	01/02/23	$2.96	9	$26.67	0	0.00	9	$26.67
801413022998	01/02/23	$3.09	49	$151.53	0	0.00	49	$151.53
801415021884	01/02/23	$1.90	12	$22.84	0	0.00	12	$22.84
463406031204	01/03/23	$30.00	1	$30.00	0	0.00	1	$30.00
463413031790	01/03/23	$3.75	14	$52.50	0	0.00	14	$52.50
463425030880	01/03/23	$3.75	2	$7.50	0	0.00	2	$7.50
463429031949	01/03/23	$5.16	12	$61.95	0	0.00	12	$61.95
463439031732	01/03/23	$4.67	3	$14.00	0	0.00	3	$14.00
463442031599	01/03/23	$7.50	2	$15.00	0	0.00	2	$15.00
463448031577	01/03/23	$3.06	8	$24.50	0	0.00	8	$24.50
463566031835	01/03/23	$8.50	1	$8.50	0	0.00	1	$8.50
463581031606	01/03/23	$4.38	4	$17.50	0	0.00	4	$17.50
801322033033	01/03/23	$3.71	9	$33.40	0	0.00	9	$33.40
801323033118	01/03/23	$6.84	721	$4,931.89	0	0.00	721	$4,931.89
801324032952	01/03/23	$4.36	192	$836.29	0	0.00	192	$836.29

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YOUR CARD PROCESSING STATEMENT

Merchant Number	275173125889
Customer Service	Website - Phone - 1-800-432-7628

Statement Period 01/01/23 - 01/31/23

SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801325033116	01/03/23	$7.13	817	$5,824.11	0	0.00	817	$5,824.11
801326033069	01/03/23	$4.49	48	$215.37	0	0.00	48	$215.37
801327033115	01/03/23	$5.21	148	$770.55	0	0.00	148	$770.55
801328033116	01/03/23	$5.31	893	$4,737.42	0	0.00	893	$4,737.42
801330033116	01/03/23	$4.21	493	$2,075.37	0	0.00	493	$2,075.37
801331033090	01/03/23	$2.29	227	$519.70	0	0.00	227	$519.70
801332033088	01/03/23	$3.56	50	$178.19	0	0.00	50	$178.19
801333033028	01/03/23	$4.68	57	$266.97	0	0.00	57	$266.97
801335032913	01/03/23	$2.87	9	$25.87	0	0.00	9	$25.87
801336033116	01/03/23	$6.32	467	$2,952.26	0	0.00	467	$2,952.26
801338032994	01/03/23	$3.38	38	$128.44	0	0.00	38	$128.44
801339033028	01/03/23	$4.08	381	$1,554.98	0	0.00	381	$1,554.98
801340033117	01/03/23	$7.47	1,438	$10,748.51	0	0.00	1,438	$10,748.51
801341033117	01/03/23	$8.06	951	$7,668.50	0	0.00	951	$7,668.50
801342032750	01/03/23	$2.96	9	$26.65	0	0.00	9	$26.65
801343033115	01/03/23	$1.35	228	$306.94	0	0.00	228	$306.94
801344032140	01/03/23	$0.60	1	$0.60	0	0.00	1	$0.60
801346033101	01/03/23	$1.44	28	$40.35	0	0.00	28	$40.35
801347032985	01/03/23	$2.48	6	$14.89	0	0.00	6	$14.89
801348032193	01/03/23	$3.13	7	$21.89	0	0.00	7	$21.89
801349033063	01/03/23	$1.59	10	$15.88	0	0.00	10	$15.88
801350033013	01/03/23	$1.31	30	$39.44	0	0.00	30	$39.44
801351033116	01/03/23	$1.63	865	$1,413.33	0	0.00	865	$1,413.33
801353033025	01/03/23	$2.76	59	$162.56	0	0.00	59	$162.56
801354033072	01/03/23	$2.16	607	$1,310.62	0	0.00	607	$1,310.62
801355032254	01/03/23	$1.78	8	$14.27	0	0.00	8	$14.27
801356033068	01/03/23	$2.70	12	$32.37	0	0.00	12	$32.37
801357032905	01/03/23	$2.53	27	$68.44	0	0.00	27	$68.44
801358033060	01/03/23	$2.68	203	$544.55	0	0.00	203	$544.55
801359033048	01/03/23	$3.49	290	$1,012.47	0	0.00	290	$1,012.47
801361033047	01/03/23	$3.13	448	$1,400.74	0	0.00	448	$1,400.74
801362033045	01/03/23	$4.12	137	$564.82	0	0.00	137	$564.82
801363033044	01/03/23	$3.65	48	$175.27	0	0.00	48	$175.27
801364033048	01/03/23	$3.57	153	$546.24	0	0.00	153	$546.24
801365033039	01/03/23	$3.15	48	$151.03	0	0.00	48	$151.03
801366032538	01/03/23	$2.75	5	$13.75	0	0.00	5	$13.75
801367032990	01/03/23	$5.90	89	$525.20	0	0.00	89	$525.20
801368033042	01/03/23	$5.74	89	$511.25	0	0.00	89	$511.25
801369033109	01/03/23	$7.49	149	$1,116.66	0	0.00	149	$1,116.66
801370033109	01/03/23	$7.22	93	$671.78	0	0.00	93	$671.78
801372033116	01/03/23	$5.10	177	$902.75	0	0.00	177	$902.75
801373033106	01/03/23	$5.97	195	$1,163.49	0	0.00	195	$1,163.49
801374033115	01/03/23	$5.90	191	$1,127.47	0	0.00	191	$1,127.47
801375033113	01/03/23	$5.67	292	$1,656.06	0	0.00	292	$1,656.06
801376032228	01/03/23	$3.83	108	$414.04	0	0.00	108	$414.04
801377033027	01/03/23	$4.33	139	$602.45	0	0.00	139	$602.45
801379032943	01/03/23	$6.55	141	$923.95	0	0.00	141	$923.95
801380032875	01/03/23	$1.80	33	$59.53	0	0.00	33	$59.53
801381033029	01/03/23	$2.45	165	$404.29	0	0.00	165	$404.29
801382033035	01/03/23	$19.56	254	$4,968.00	0	0.00	254	$4,968.00
801383032952	01/03/23	$2.16	27	$58.26	0	0.00	27	$58.26
801384033028	01/03/23	$2.52	173	$436.56	0	0.00	173	$436.56
801385033028	01/03/23	$4.00	113	$452.50	0	0.00	113	$452.50
801387033021	01/03/23	$1.81	41	$74.10	0	0.00	41	$74.10
801388031444	01/03/23	$1.82	8	$14.52	0	0.00	8	$14.52
801389033113	01/03/23	$1.46	46	$67.02	0	0.00	46	$67.02
801391033049	01/03/23	$1.56	9	$14.06	0	0.00	9	$14.06

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SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801392033003	01/03/23	$1.39	13	$18.06	0	0.00	13	$18.06
801393033096	01/03/23	$0.54	7	$3.80	0	0.00	7	$3.80
801395033028	01/03/23	$1.06	6	$6.35	0	0.00	6	$6.35
801396033097	01/03/23	$2.15	194	$417.39	0	0.00	194	$417.39
801397033047	01/03/23	$3.15	356	$1,122.92	0	0.00	356	$1,122.92
801398032865	01/03/23	$2.65	121	$320.74	0	0.00	121	$320.74
801399032765	01/03/23	$2.03	10	$20.25	0	0.00	10	$20.25
801400033069	01/03/23	$3.32	171	$568.41	0	0.00	171	$568.41
801401033038	01/03/23	$1.62	18	$29.23	0	0.00	18	$29.23
801403033084	01/03/23	$1.42	32	$45.30	0	0.00	32	$45.30
801404032675	01/03/23	$3.09	38	$117.41	0	0.00	38	$117.41
801405032117	01/03/23	$2.61	43	$112.09	0	0.00	43	$112.09
801406032966	01/03/23	$4.15	359	$1,491.55	0	0.00	359	$1,491.55
801407033043	01/03/23	$4.54	42	$190.70	0	0.00	42	$190.70
801408033043	01/03/23	$3.74	51	$190.74	0	0.00	51	$190.74
801409032643	01/03/23	$2.26	38	$85.78	0	0.00	38	$85.78
801411032976	01/03/23	$3.07	17	$52.25	0	0.00	17	$52.25
801412032989	01/03/23	$2.12	13	$27.55	0	0.00	13	$27.55
801413032999	01/03/23	$4.78	19	$90.79	0	0.00	19	$90.79
801415031885	01/03/23	$1.76	5	$8.79	0	0.00	5	$8.79
463406041205	01/04/23	$5.25	2	$10.50	0	0.00	2	$10.50
463413041791	01/04/23	$4.81	16	$76.90	0	0.00	16	$76.90
463429041950	01/04/23	$3.80	15	$57.00	0	0.00	15	$57.00
463439041733	01/04/23	$6.67	3	$20.00	0	0.00	3	$20.00
463442041600	01/04/23	$8.75	4	$35.00	0	0.00	4	$35.00
463448041578	01/04/23	$2.95	11	$32.50	0	0.00	11	$32.50
463566041836	01/04/23	$7.63	15	$114.50	0	0.00	15	$114.50
463581041607	01/04/23	$5.92	6	$35.50	0	0.00	6	$35.50
801322043034	01/04/23	$2.91	31	$90.19	0	0.00	31	$90.19
801323043119	01/04/23	$6.78	615	$4,169.04	0	0.00	615	$4,169.04
801324042953	01/04/23	$4.27	168	$717.87	0	0.00	168	$717.87
801325043117	01/04/23	$6.36	578	$3,676.01	0	0.00	578	$3,676.01
801326043070	01/04/23	$4.10	29	$118.99	0	0.00	29	$118.99
801327043116	01/04/23	$5.20	126	$654.74	0	0.00	126	$654.74
801328043117	01/04/23	$5.01	907	$4,541.40	0	0.00	907	$4,541.40
801330043117	01/04/23	$4.45	433	$1,928.11	0	0.00	433	$1,928.11
801331043091	01/04/23	$1.98	219	$434.69	0	0.00	219	$434.69
801332043089	01/04/23	$4.85	57	$276.42	0	0.00	57	$276.42
801333043029	01/04/23	$5.77	47	$271.14	0	0.00	47	$271.14
801335042914	01/04/23	$3.44	39	$134.10	0	0.00	39	$134.10
801336043117	01/04/23	$6.32	283	$1,789.47	0	0.00	283	$1,789.47
801338042995	01/04/23	$3.35	31	$104.00	0	0.00	31	$104.00
801339043029	01/04/23	$3.96	253	$1,002.93	0	0.00	253	$1,002.93
801340043118	01/04/23	$7.42	1,223	$9,074.92	0	0.00	1,223	$9,074.92
801341043118	01/04/23	$8.08	893	$7,212.48	0	0.00	893	$7,212.48
801342042751	01/04/23	$3.19	15	$47.81	0	0.00	15	$47.81
801343043116	01/04/23	$1.27	342	$435.55	0	0.00	342	$435.55
801344042141	01/04/23	$1.37	4	$5.49	0	0.00	4	$5.49
801346043102	01/04/23	$1.07	43	$46.22	0	0.00	43	$46.22
801347042986	01/04/23	$1.58	31	$49.08	0	0.00	31	$49.08
801348042194	01/04/23	$2.82	4	$11.27	0	0.00	4	$11.27
801349043064	01/04/23	$1.72	74	$127.33	0	0.00	74	$127.33
801350043014	01/04/23	$1.26	55	$69.33	0	0.00	55	$69.33
801351043117	01/04/23	$1.51	530	$801.45	0	0.00	530	$801.45
801353043026	01/04/23	$3.69	30	$110.84	0	0.00	30	$110.84
801354043073	01/04/23	$2.22	276	$613.69	0	0.00	276	$613.69
801355042255	01/04/23	$2.80	4	$11.20	0	0.00	4	$11.20

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SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801356043069	01/04/23	$1.33	61	$81.37	0	0.00	61	$81.37
801357042906	01/04/23	$2.31	13	$30.00	0	0.00	13	$30.00
801358043061	01/04/23	$2.49	129	$321.60	0	0.00	129	$321.60
801359043049	01/04/23	$3.38	273	$922.86	0	0.00	273	$922.86
801361043048	01/04/23	$3.08	435	$1,339.06	0	0.00	435	$1,339.06
801362043046	01/04/23	$3.77	101	$380.38	0	0.00	101	$380.38
801363043045	01/04/23	$3.60	44	$158.35	0	0.00	44	$158.35
801364043049	01/04/23	$3.27	109	$356.63	0	0.00	109	$356.63
801365043040	01/04/23	$2.36	32	$75.40	0	0.00	32	$75.40
801366042539	01/04/23	$3.27	6	$19.60	0	0.00	6	$19.60
801367042991	01/04/23	$5.00	54	$269.80	0	0.00	54	$269.80
801368043043	01/04/23	$5.40	80	$432.05	0	0.00	80	$432.05
801369043110	01/04/23	$6.62	104	$688.76	0	0.00	104	$688.76
801370043110	01/04/23	$7.13	65	$463.32	0	0.00	65	$463.32
801372043117	01/04/23	$5.24	125	$655.43	0	0.00	125	$655.43
801373043107	01/04/23	$5.00	123	$615.16	0	0.00	123	$615.16
801374043116	01/04/23	$5.86	135	$790.84	0	0.00	135	$790.84
801375043114	01/04/23	$5.54	246	$1,363.71	0	0.00	246	$1,363.71
801376042229	01/04/23	$4.15	79	$327.98	0	0.00	79	$327.98
801377043028	01/04/23	$4.13	86	$355.05	0	0.00	86	$355.05
801379042944	01/04/23	$5.04	68	$342.55	0	0.00	68	$342.55
801380042876	01/04/23	$2.11	31	$65.42	0	0.00	31	$65.42
801381043030	01/04/23	$2.26	152	$343.99	0	0.00	152	$343.99
801382043036	01/04/23	$19.19	149	$2,859.90	0	0.00	149	$2,859.90
801383042953	01/04/23	$1.89	15	$28.41	0	0.00	15	$28.41
801384043029	01/04/23	$3.30	104	$343.14	0	0.00	104	$343.14
801385043029	01/04/23	$4.30	105	$451.33	0	0.00	105	$451.33
801387043022	01/04/23	$2.54	44	$111.95	0	0.00	44	$111.95
801389043114	01/04/23	$1.22	72	$87.66	0	0.00	72	$87.66
801391043050	01/04/23	$1.48	9	$13.32	0	0.00	9	$13.32
801392043004	01/04/23	$1.13	10	$11.29	0	0.00	10	$11.29
801393043097	01/04/23	$2.48	21	$52.18	0	0.00	21	$52.18
801395043029	01/04/23	$0.99	11	$10.85	0	0.00	11	$10.85
801396043098	01/04/23	$2.12	76	$161.40	0	0.00	76	$161.40
801397043048	01/04/23	$3.40	318	$1,081.40	0	0.00	318	$1,081.40
801398042866	01/04/23	$2.26	42	$94.81	0	0.00	42	$94.81
801399042766	01/04/23	$1.68	3	$5.05	0	0.00	3	$5.05
801400043070	01/04/23	$3.57	167	$595.63	0	0.00	167	$595.63
801401043039	01/04/23	$2.17	40	$86.67	0	0.00	40	$86.67
801403043085	01/04/23	$2.01	31	$62.24	0	0.00	31	$62.24
801404042676	01/04/23	$2.76	19	$52.41	0	0.00	19	$52.41
801405042118	01/04/23	$1.68	15	$25.16	0	0.00	15	$25.16
801406042967	01/04/23	$4.65	327	$1,521.00	0	0.00	327	$1,521.00
801407043044	01/04/23	$5.18	32	$165.77	0	0.00	32	$165.77
801408043044	01/04/23	$4.15	33	$136.85	0	0.00	33	$136.85
801409042644	01/04/23	$2.28	23	$52.43	0	0.00	23	$52.43
801411042977	01/04/23	$3.94	17	$66.95	0	0.00	17	$66.95
801412042990	01/04/23	$1.48	4	$5.90	0	0.00	4	$5.90
801413043000	01/04/23	$3.82	26	$99.37	0	0.00	26	$99.37
801415041886	01/04/23	$0.96	3	$2.87	0	0.00	3	$2.87
463413051792	01/05/23	$3.76	21	$79.00	0	0.00	21	$79.00
463425050881	01/05/23	$20.50	1	$20.50	0	0.00	1	$20.50
463429051951	01/05/23	$4.09	16	$65.45	0	0.00	16	$65.45
463439051734	01/05/23	$19.67	3	$59.00	0	0.00	3	$59.00
463442051601	01/05/23	$5.00	2	$10.00	0	0.00	2	$10.00
463448051579	01/05/23	$2.50	2	$5.00	0	0.00	2	$5.00
463566051837	01/05/23	$7.68	17	$130.50	0	0.00	17	$130.50

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Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
463581051608	01/05/23	$7.50	6	$45.00	0	0.00	6	$45.00
801322053035	01/05/23	$3.02	16	$48.30	0	0.00	16	$48.30
801323053120	01/05/23	$6.86	698	$4,790.58	0	0.00	698	$4,790.58
801324052954	01/05/23	$4.79	152	$727.96	0	0.00	152	$727.96
801325053118	01/05/23	$6.11	618	$3,775.64	0	0.00	618	$3,775.64
801326053071	01/05/23	$3.34	32	$106.74	0	0.00	32	$106.74
801327053117	01/05/23	$5.78	129	$745.48	0	0.00	129	$745.48
801328053118	01/05/23	$4.87	896	$4,363.19	0	0.00	896	$4,363.19
801330053118	01/05/23	$4.47	400	$1,789.88	0	0.00	400	$1,789.88
801331053092	01/05/23	$1.75	183	$320.05	0	0.00	183	$320.05
801332053090	01/05/23	$4.69	51	$239.42	0	0.00	51	$239.42
801333053030	01/05/23	$5.58	61	$340.26	0	0.00	61	$340.26
801335052915	01/05/23	$2.46	39	$95.90	0	0.00	39	$95.90
801336053118	01/05/23	$6.47	311	$2,012.59	0	0.00	311	$2,012.59
801338052996	01/05/23	$3.37	40	$134.75	0	0.00	40	$134.75
801339053030	01/05/23	$4.05	320	$1,295.06	0	0.00	320	$1,295.06
801340053119	01/05/23	$7.73	1,076	$8,321.35	0	0.00	1,076	$8,321.35
801341053119	01/05/23	$7.90	837	$6,613.79	0	0.00	837	$6,613.79
801342052752	01/05/23	$3.45	5	$17.25	0	0.00	5	$17.25
801343053117	01/05/23	$1.33	335	$445.10	0	0.00	335	$445.10
801344052142	01/05/23	$0.38	2	$0.75	0	0.00	2	$0.75
801346053103	01/05/23	$1.24	43	$53.40	0	0.00	43	$53.40
801347052987	01/05/23	$1.80	29	$52.34	0	0.00	29	$52.34
801348052195	01/05/23	$2.64	8	$21.13	0	0.00	8	$21.13
801349053065	01/05/23	$2.00	96	$191.72	0	0.00	96	$191.72
801350053015	01/05/23	$1.53	62	$94.56	0	0.00	62	$94.56
801351053118	01/05/23	$1.53	535	$816.46	0	0.00	535	$816.46
801353053027	01/05/23	$3.30	47	$154.99	0	0.00	47	$154.99
801354053074	01/05/23	$2.29	281	$643.95	0	0.00	281	$643.95
801355052256	01/05/23	$1.51	8	$12.07	0	0.00	8	$12.07
801356053070	01/05/23	$1.24	48	$59.44	0	0.00	48	$59.44
801357052907	01/05/23	$2.46	19	$46.73	0	0.00	19	$46.73
801358053062	01/05/23	$2.58	135	$348.90	0	0.00	135	$348.90
801359053050	01/05/23	$3.54	237	$838.52	0	0.00	237	$838.52
801361053049	01/05/23	$3.29	427	$1,403.54	0	0.00	427	$1,403.54
801362053047	01/05/23	$4.57	102	$466.09	0	0.00	102	$466.09
801363053046	01/05/23	$3.85	41	$157.96	0	0.00	41	$157.96
801364053050	01/05/23	$3.12	141	$440.06	0	0.00	141	$440.06
801365053041	01/05/23	$3.34	34	$113.48	0	0.00	34	$113.48
801366052540	01/05/23	$3.60	4	$14.40	0	0.00	4	$14.40
801367052992	01/05/23	$5.01	38	$190.30	0	0.00	38	$190.30
801368053044	01/05/23	$6.71	59	$396.15	0	0.00	59	$396.15
801369053111	01/05/23	$6.87	80	$549.94	0	0.00	80	$549.94
801370053111	01/05/23	$6.38	87	$554.86	0	0.00	87	$554.86
801372053118	01/05/23	$4.97	140	$695.91	0	0.00	140	$695.91
801373053108	01/05/23	$5.67	115	$651.71	0	0.00	115	$651.71
801374053117	01/05/23	$5.19	136	$706.27	0	0.00	136	$706.27
801375053115	01/05/23	$5.77	216	$1,246.91	0	0.00	216	$1,246.91
801376052230	01/05/23	$4.22	86	$362.69	0	0.00	86	$362.69
801377053029	01/05/23	$4.08	98	$400.20	0	0.00	98	$400.20
801379052945	01/05/23	$4.78	79	$377.45	0	0.00	79	$377.45
801380052877	01/05/23	$2.03	23	$46.72	0	0.00	23	$46.72
801381053031	01/05/23	$2.11	157	$331.75	0	0.00	157	$331.75
801382053037	01/05/23	$19.21	176	$3,380.70	0	0.00	176	$3,380.70
801383052954	01/05/23	$2.22	15	$33.33	0	0.00	15	$33.33
801384053030	01/05/23	$3.26	105	$342.38	0	0.00	105	$342.38
801385053030	01/05/23	$4.13	85	$350.93	0	0.00	85	$350.93

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SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801387053023	01/05/23	$2.29	44	$100.56	0	0.00	44	$100.56
801388051445	01/05/23	$3.51	3	$10.52	0	0.00	3	$10.52
801389053115	01/05/23	$1.37	91	$125.06	0	0.00	91	$125.06
801391053051	01/05/23	$1.57	12	$18.81	0	0.00	12	$18.81
801392053005	01/05/23	$1.97	10	$19.66	0	0.00	10	$19.66
801393053098	01/05/23	$1.11	15	$16.70	0	0.00	15	$16.70
801395053030	01/05/23	$1.55	7	$10.87	0	0.00	7	$10.87
801396053099	01/05/23	$2.23	72	$160.71	0	0.00	72	$160.71
801397053049	01/05/23	$3.61	313	$1,128.63	0	0.00	313	$1,128.63
801398052867	01/05/23	$2.51	48	$120.42	0	0.00	48	$120.42
801399052767	01/05/23	$2.08	4	$8.32	0	0.00	4	$8.32
801400053071	01/05/23	$3.11	161	$501.23	0	0.00	161	$501.23
801401053040	01/05/23	$1.20	30	$35.95	0	0.00	30	$35.95
801403053086	01/05/23	$1.30	57	$74.00	0	0.00	57	$74.00
801404052677	01/05/23	$2.09	19	$39.64	0	0.00	19	$39.64
801405052119	01/05/23	$3.00	11	$33.00	0	0.00	11	$33.00
801406052968	01/05/23	$4.82	329	$1,585.50	0	0.00	329	$1,585.50
801407053045	01/05/23	$5.14	31	$159.46	0	0.00	31	$159.46
801408053045	01/05/23	$4.20	32	$134.51	0	0.00	32	$134.51
801409052645	01/05/23	$2.68	31	$83.11	0	0.00	31	$83.11
801411052978	01/05/23	$3.92	14	$54.90	0	0.00	14	$54.90
801412052991	01/05/23	$1.70	9	$15.30	0	0.00	9	$15.30
801413053001	01/05/23	$4.05	28	$113.51	0	0.00	28	$113.51
801415051887	01/05/23	$1.54	4	$6.15	0	0.00	4	$6.15
463406061206	01/06/23	$8.50	1	$8.50	0	0.00	1	$8.50
463413061793	01/06/23	$6.17	12	$74.00	0	0.00	12	$74.00
463425060882	01/06/23	$2.00	1	$2.00	0	0.00	1	$2.00
463429061952	01/06/23	$3.82	14	$53.45	0	0.00	14	$53.45
463439061735	01/06/23	$5.33	3	$16.00	0	0.00	3	$16.00
463442061602	01/06/23	$6.50	1	$6.50	0	0.00	1	$6.50
463448061580	01/06/23	$2.86	7	$20.00	0	0.00	7	$20.00
463566061838	01/06/23	$6.68	19	$127.00	0	0.00	19	$127.00
463581061609	01/06/23	$7.93	7	$55.50	0	0.00	7	$55.50
801322063036	01/06/23	$2.66	23	$61.23	0	0.00	23	$61.23
801323063121	01/06/23	$6.77	621	$4,203.65	0	0.00	621	$4,203.65
801324062955	01/06/23	$4.81	172	$827.71	0	0.00	172	$827.71
801325063119	01/06/23	$6.16	584	$3,599.09	0	0.00	584	$3,599.09
801326063072	01/06/23	$5.07	22	$111.61	0	0.00	22	$111.61
801327063118	01/06/23	$5.15	122	$627.87	0	0.00	122	$627.87
801328063119	01/06/23	$4.84	993	$4,810.98	0	0.00	993	$4,810.98
801330063119	01/06/23	$4.36	435	$1,896.07	0	0.00	435	$1,896.07
801331063093	01/06/23	$2.15	191	$410.14	0	0.00	191	$410.14
801332063091	01/06/23	$3.76	71	$266.81	0	0.00	71	$266.81
801333063031	01/06/23	$5.79	50	$289.40	0	0.00	50	$289.40
801335062916	01/06/23	$3.10	43	$133.15	0	0.00	43	$133.15
801336063119	01/06/23	$6.62	341	$2,258.30	0	0.00	341	$2,258.30
801338062997	01/06/23	$2.91	32	$93.11	0	0.00	32	$93.11
801339063031	01/06/23	$3.96	291	$1,153.42	0	0.00	291	$1,153.42
801340063120	01/06/23	$7.19	1,230	$8,845.14	0	0.00	1,230	$8,845.14
801341063120	01/06/23	$8.65	893	$7,724.35	0	0.00	893	$7,724.35
801342062753	01/06/23	$3.01	10	$30.05	0	0.00	10	$30.05
801343063118	01/06/23	$1.31	372	$488.60	0	0.00	372	$488.60
801344062143	01/06/23	$1.58	10	$15.82	0	0.00	10	$15.82
801346063104	01/06/23	$1.37	48	$65.82	0	0.00	48	$65.82
801347062988	01/06/23	$2.04	30	$61.32	0	0.00	30	$61.32
801348062196	01/06/23	$4.90	3	$14.71	0	0.00	3	$14.71
801349063066	01/06/23	$2.00	68	$136.24	0	0.00	68	$136.24

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SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801350063016	01/06/23	$1.32	56	$73.69	0	0.00	56	$73.69
801351063119	01/06/23	$1.48	547	$811.50	0	0.00	547	$811.50
801353063028	01/06/23	$2.63	35	$92.01	0	0.00	35	$92.01
801354063075	01/06/23	$2.34	282	$658.78	0	0.00	282	$658.78
801355062257	01/06/23	$1.19	7	$8.36	0	0.00	7	$8.36
801356063071	01/06/23	$1.13	40	$45.35	0	0.00	40	$45.35
801357062908	01/06/23	$2.76	12	$33.15	0	0.00	12	$33.15
801358063063	01/06/23	$2.20	162	$356.10	0	0.00	162	$356.10
801359063051	01/06/23	$3.38	250	$843.92	0	0.00	250	$843.92
801361063050	01/06/23	$3.29	408	$1,342.49	0	0.00	408	$1,342.49
801362063048	01/06/23	$4.20	122	$512.69	0	0.00	122	$512.69
801363063047	01/06/23	$3.60	51	$183.80	0	0.00	51	$183.80
801364063051	01/06/23	$3.41	102	$347.74	0	0.00	102	$347.74
801365063042	01/06/23	$2.83	43	$121.80	0	0.00	43	$121.80
801366062541	01/06/23	$2.62	10	$26.22	0	0.00	10	$26.22
801367062993	01/06/23	$5.28	49	$258.80	0	0.00	49	$258.80
801368063045	01/06/23	$5.61	84	$471.65	0	0.00	84	$471.65
801369063112	01/06/23	$7.32	104	$761.62	0	0.00	104	$761.62
801370063112	01/06/23	$6.76	66	$446.06	0	0.00	66	$446.06
801372063119	01/06/23	$4.97	120	$596.17	0	0.00	120	$596.17
801373063109	01/06/23	$5.12	141	$721.90	0	0.00	141	$721.90
801374063118	01/06/23	$6.15	142	$872.88	0	0.00	142	$872.88
801375063116	01/06/23	$5.47	231	$1,262.99	0	0.00	231	$1,262.99
801376062231	01/06/23	$4.36	106	$462.22	0	0.00	106	$462.22
801377063030	01/06/23	$4.46	119	$530.67	0	0.00	119	$530.67
801379062946	01/06/23	$5.00	87	$435.35	0	0.00	87	$435.35
801380062878	01/06/23	$1.99	17	$33.78	0	0.00	17	$33.78
801381063032	01/06/23	$2.36	158	$373.64	0	0.00	158	$373.64
801382063038	01/06/23	$19.24	181	$3,482.45	0	0.00	181	$3,482.45
801383062955	01/06/23	$2.44	20	$48.87	0	0.00	20	$48.87
801384063031	01/06/23	$2.92	110	$321.17	0	0.00	110	$321.17
801385063031	01/06/23	$4.25	105	$446.15	0	0.00	105	$446.15
801387063024	01/06/23	$2.05	42	$85.97	0	0.00	42	$85.97
801388061446	01/06/23	$0.85	1	$0.85	0	0.00	1	$0.85
801389063116	01/06/23	$1.52	75	$114.27	0	0.00	75	$114.27
801391063052	01/06/23	$1.11	12	$13.26	0	0.00	12	$13.26
801392063006	01/06/23	$1.70	12	$20.34	0	0.00	12	$20.34
801393063099	01/06/23	$1.48	32	$47.44	0	0.00	32	$47.44
801395063031	01/06/23	$1.10	4	$4.40	0	0.00	4	$4.40
801396063100	01/06/23	$2.23	78	$173.80	0	0.00	78	$173.80
801397063050	01/06/23	$3.71	304	$1,128.39	0	0.00	304	$1,128.39
801398062868	01/06/23	$2.71	39	$105.62	0	0.00	39	$105.62
801399062768	01/06/23	$0.73	2	$1.45	0	0.00	2	$1.45
801400063072	01/06/23	$3.53	171	$603.74	0	0.00	171	$603.74
801401063041	01/06/23	$1.65	36	$59.28	0	0.00	36	$59.28
801403063087	01/06/23	$1.91	40	$76.47	0	0.00	40	$76.47
801404062678	01/06/23	$2.65	7	$18.53	0	0.00	7	$18.53
801405062120	01/06/23	$3.19	13	$41.41	0	0.00	13	$41.41
801406062969	01/06/23	$4.60	335	$1,540.75	0	0.00	335	$1,540.75
801407063046	01/06/23	$4.57	31	$141.56	0	0.00	31	$141.56
801408063046	01/06/23	$4.12	39	$160.76	0	0.00	39	$160.76
801409062646	01/06/23	$2.52	34	$85.78	0	0.00	34	$85.78
801411062979	01/06/23	$5.63	16	$90.01	0	0.00	16	$90.01
801412062992	01/06/23	$1.51	10	$15.09	0	0.00	10	$15.09
801413063002	01/06/23	$3.64	20	$72.80	0	0.00	20	$72.80
801415061888	01/06/23	$1.35	1	$1.35	0	0.00	1	$1.35
463413071794	01/07/23	$3.00	4	$12.00	0	0.00	4	$12.00

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Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
463429071953	01/07/23	$3.32	22	$73.00	0	0.00	22	$73.00
463439071736	01/07/23	$9.00	4	$36.00	0	0.00	4	$36.00
463442071603	01/07/23	$6.50	3	$19.50	0	0.00	3	$19.50
463448071581	01/07/23	$3.25	2	$6.50	0	0.00	2	$6.50
463566071839	01/07/23	$7.04	14	$98.50	0	0.00	14	$98.50
463581071610	01/07/23	$11.43	7	$80.00	0	0.00	7	$80.00
801322073037	01/07/23	$3.55	22	$78.02	0	0.00	22	$78.02
801323073122	01/07/23	$7.00	651	$4,556.30	0	0.00	651	$4,556.30
801324072956	01/07/23	$4.17	232	$966.54	0	0.00	232	$966.54
801325073120	01/07/23	$6.32	655	$4,137.53	0	0.00	655	$4,137.53
801326073073	01/07/23	$4.75	31	$147.30	0	0.00	31	$147.30
801327073119	01/07/23	$5.29	148	$783.41	0	0.00	148	$783.41
801328073120	01/07/23	$5.14	1,002	$5,151.41	0	0.00	1,002	$5,151.41
801330073120	01/07/23	$4.56	436	$1,990.12	0	0.00	436	$1,990.12
801331073094	01/07/23	$2.16	195	$420.84	0	0.00	195	$420.84
801332073092	01/07/23	$4.83	80	$386.15	0	0.00	80	$386.15
801333073032	01/07/23	$4.74	48	$227.74	0	0.00	48	$227.74
801334072475	01/07/23	$0.85	1	$0.85	0	0.00	1	$0.85
801335072917	01/07/23	$3.01	28	$84.35	0	0.00	28	$84.35
801336073120	01/07/23	$6.85	485	$3,323.16	0	0.00	485	$3,323.16
801338072998	01/07/23	$3.29	38	$125.16	0	0.00	38	$125.16
801339073032	01/07/23	$4.17	455	$1,897.84	0	0.00	455	$1,897.84
801340073121	01/07/23	$7.25	1,302	$9,436.17	0	0.00	1,302	$9,436.17
801341073121	01/07/23	$8.23	936	$7,703.20	0	0.00	936	$7,703.20
801342072754	01/07/23	$3.25	16	$52.00	0	0.00	16	$52.00
801343073119	01/07/23	$1.29	338	$437.37	0	0.00	338	$437.37
801344072144	01/07/23	$0.97	3	$2.91	0	0.00	3	$2.91
801346073105	01/07/23	$1.29	48	$61.86	0	0.00	48	$61.86
801347072989	01/07/23	$1.59	28	$44.56	0	0.00	28	$44.56
801348072197	01/07/23	$3.06	10	$30.60	0	0.00	10	$30.60
801349073067	01/07/23	$1.67	82	$137.09	0	0.00	82	$137.09
801350073017	01/07/23	$1.36	32	$43.65	0	0.00	32	$43.65
801351073120	01/07/23	$1.34	683	$916.05	0	0.00	683	$916.05
801353073029	01/07/23	$2.45	24	$58.87	0	0.00	24	$58.87
801354073076	01/07/23	$1.82	402	$730.00	0	0.00	402	$730.00
801355072258	01/07/23	$2.44	7	$17.09	0	0.00	7	$17.09
801356073072	01/07/23	$1.95	38	$74.23	0	0.00	38	$74.23
801357072909	01/07/23	$4.42	12	$53.08	0	0.00	12	$53.08
801358073064	01/07/23	$1.80	207	$373.33	0	0.00	207	$373.33
801359073052	01/07/23	$3.79	258	$978.50	0	0.00	258	$978.50
801361073051	01/07/23	$3.24	418	$1,355.76	0	0.00	418	$1,355.76
801362073049	01/07/23	$4.17	140	$583.65	0	0.00	140	$583.65
801363073048	01/07/23	$4.18	47	$196.60	0	0.00	47	$196.60
801364073052	01/07/23	$3.32	124	$412.04	0	0.00	124	$412.04
801365073043	01/07/23	$3.61	46	$166.08	0	0.00	46	$166.08
801366072542	01/07/23	$3.39	11	$37.28	0	0.00	11	$37.28
801367072994	01/07/23	$4.88	62	$302.45	0	0.00	62	$302.45
801368073046	01/07/23	$5.17	77	$398.45	0	0.00	77	$398.45
801369073113	01/07/23	$7.05	126	$888.60	0	0.00	126	$888.60
801370073113	01/07/23	$6.00	84	$504.09	0	0.00	84	$504.09
801372073120	01/07/23	$5.03	148	$743.79	0	0.00	148	$743.79
801373073110	01/07/23	$5.67	123	$697.93	0	0.00	123	$697.93
801374073119	01/07/23	$5.58	186	$1,037.37	0	0.00	186	$1,037.37
801375073117	01/07/23	$4.95	236	$1,168.35	0	0.00	236	$1,168.35
801376072232	01/07/23	$4.41	112	$494.07	0	0.00	112	$494.07
801377073031	01/07/23	$3.98	100	$397.53	0	0.00	100	$397.53
801379072947	01/07/23	$4.60	114	$524.85	0	0.00	114	$524.85

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			Items	Amount	Items	Amount	Items	Amount
801380072879	01/07/23	$2.12	18	$38.18	0	0.00	18	$38.18
801381073033	01/07/23	$2.21	150	$332.15	0	0.00	150	$332.15
801382073039	01/07/23	$19.36	174	$3,368.65	0	0.00	174	$3,368.65
801383072956	01/07/23	$1.82	29	$52.66	0	0.00	29	$52.66
801384073032	01/07/23	$3.02	112	$337.84	0	0.00	112	$337.84
801385073032	01/07/23	$4.13	139	$573.46	0	0.00	139	$573.46
801387073025	01/07/23	$1.92	55	$105.48	0	0.00	55	$105.48
801388071447	01/07/23	$0.95	5	$4.75	0	0.00	5	$4.75
801389073117	01/07/23	$1.12	88	$98.78	0	0.00	88	$98.78
801391073053	01/07/23	$0.72	20	$14.46	0	0.00	20	$14.46
801392073007	01/07/23	$1.34	23	$30.76	0	0.00	23	$30.76
801393073100	01/07/23	$1.55	39	$60.43	0	0.00	39	$60.43
801395073032	01/07/23	$1.26	8	$10.05	0	0.00	8	$10.05
801396073101	01/07/23	$1.17	184	$215.13	0	0.00	184	$215.13
801397073051	01/07/23	$2.93	352	$1,031.98	0	0.00	352	$1,031.98
801398072869	01/07/23	$1.73	95	$164.69	0	0.00	95	$164.69
801399072769	01/07/23	$3.35	3	$10.05	0	0.00	3	$10.05
801400073073	01/07/23	$4.20	156	$654.55	0	0.00	156	$654.55
801401073042	01/07/23	$1.83	33	$60.28	0	0.00	33	$60.28
801403073088	01/07/23	$2.18	38	$82.86	0	0.00	38	$82.86
801404072679	01/07/23	$1.27	35	$44.38	0	0.00	35	$44.38
801405072121	01/07/23	$1.39	47	$65.56	0	0.00	47	$65.56
801406072970	01/07/23	$6.00	343	$2,057.20	0	0.00	343	$2,057.20
801407073047	01/07/23	$7.87	27	$212.61	0	0.00	27	$212.61
801408073047	01/07/23	$4.05	32	$129.75	0	0.00	32	$129.75
801409072647	01/07/23	$2.02	42	$84.74	0	0.00	42	$84.74
801411072980	01/07/23	$5.19	12	$62.23	0	0.00	12	$62.23
801412072993	01/07/23	$1.56	8	$12.44	0	0.00	8	$12.44
801413073003	01/07/23	$4.25	28	$119.02	0	0.00	28	$119.02
801415071889	01/07/23	$1.18	5	$5.92	0	0.00	5	$5.92
463413081795	01/08/23	$5.15	10	$51.50	0	0.00	10	$51.50
463429081954	01/08/23	$2.12	13	$27.50	0	0.00	13	$27.50
463439081737	01/08/23	$5.75	4	$23.00	0	0.00	4	$23.00
463442081604	01/08/23	$10.50	4	$42.00	0	0.00	4	$42.00
463581081611	01/08/23	$5.00	3	$15.00	0	0.00	3	$15.00
801322083038	01/08/23	$3.80	17	$64.60	0	0.00	17	$64.60
801323083123	01/08/23	$7.18	808	$5,801.93	0	0.00	808	$5,801.93
801324082957	01/08/23	$4.49	248	$1,114.61	0	0.00	248	$1,114.61
801325083121	01/08/23	$7.02	774	$5,432.99	0	0.00	774	$5,432.99
801326083074	01/08/23	$4.76	50	$237.83	0	0.00	50	$237.83
801327083120	01/08/23	$6.00	134	$804.32	0	0.00	134	$804.32
801328083121	01/08/23	$5.70	1,096	$6,251.17	0	0.00	1,096	$6,251.17
801330083121	01/08/23	$4.17	518	$2,162.29	0	0.00	518	$2,162.29
801331083095	01/08/23	$2.36	210	$495.85	0	0.00	210	$495.85
801332083093	01/08/23	$3.92	76	$298.09	0	0.00	76	$298.09
801333083033	01/08/23	$4.14	93	$384.60	0	0.00	93	$384.60
801335082918	01/08/23	$3.68	41	$150.75	0	0.00	41	$150.75
801336083121	01/08/23	$6.44	441	$2,838.64	0	0.00	441	$2,838.64
801338082999	01/08/23	$3.11	37	$115.18	0	0.00	37	$115.18
801339083033	01/08/23	$4.04	534	$2,158.56	0	0.00	534	$2,158.56
801340083122	01/08/23	$7.40	1,417	$10,479.81	0	0.00	1,417	$10,479.81
801341083122	01/08/23	$8.07	959	$7,739.50	0	0.00	959	$7,739.50
801342082755	01/08/23	$4.05	18	$72.91	0	0.00	18	$72.91
801343083120	01/08/23	$1.51	148	$222.95	0	0.00	148	$222.95
801344082145	01/08/23	$0.79	3	$2.37	0	0.00	3	$2.37
801346083106	01/08/23	$1.90	18	$34.27	0	0.00	18	$34.27
801347082990	01/08/23	$1.75	8	$13.97	0	0.00	8	$13.97

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SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801348082198	01/08/23	$2.35	1	$2.35	0	0.00	1	$2.35
801349083068	01/08/23	$2.66	7	$18.65	0	0.00	7	$18.65
801350083018	01/08/23	$1.27	21	$26.73	0	0.00	21	$26.73
801351083121	01/08/23	$1.50	938	$1,411.44	0	0.00	938	$1,411.44
801353083030	01/08/23	$2.37	53	$125.42	0	0.00	53	$125.42
801354083077	01/08/23	$2.16	595	$1,283.08	0	0.00	595	$1,283.08
801355082259	01/08/23	$4.86	3	$14.59	0	0.00	3	$14.59
801356083073	01/08/23	$1.48	26	$38.56	0	0.00	26	$38.56
801357082910	01/08/23	$2.00	31	$61.94	0	0.00	31	$61.94
801358083065	01/08/23	$2.16	242	$522.18	0	0.00	242	$522.18
801359083053	01/08/23	$3.61	303	$1,092.46	0	0.00	303	$1,092.46
801361083052	01/08/23	$3.37	468	$1,575.87	0	0.00	468	$1,575.87
801362083050	01/08/23	$4.27	176	$751.56	0	0.00	176	$751.56
801363083049	01/08/23	$4.28	44	$188.40	0	0.00	44	$188.40
801364083053	01/08/23	$3.49	135	$470.81	0	0.00	135	$470.81
801365083044	01/08/23	$3.49	46	$160.63	0	0.00	46	$160.63
801366082543	01/08/23	$5.35	2	$10.70	0	0.00	2	$10.70
801367082995	01/08/23	$5.30	52	$275.37	0	0.00	52	$275.37
801368083047	01/08/23	$4.72	103	$486.55	0	0.00	103	$486.55
801369083114	01/08/23	$6.65	136	$904.92	0	0.00	136	$904.92
801370083114	01/08/23	$6.24	96	$598.98	0	0.00	96	$598.98
801372083121	01/08/23	$5.91	188	$1,111.29	0	0.00	188	$1,111.29
801373083111	01/08/23	$5.22	176	$919.39	0	0.00	176	$919.39
801374083120	01/08/23	$5.55	175	$970.73	0	0.00	175	$970.73
801375083118	01/08/23	$5.82	327	$1,901.61	0	0.00	327	$1,901.61
801376082233	01/08/23	$4.36	128	$558.16	0	0.00	128	$558.16
801377083032	01/08/23	$4.02	194	$779.43	0	0.00	194	$779.43
801379082948	01/08/23	$4.65	122	$567.34	0	0.00	122	$567.34
801380082880	01/08/23	$1.83	38	$69.51	0	0.00	38	$69.51
801381083034	01/08/23	$2.18	135	$294.87	0	0.00	135	$294.87
801382083040	01/08/23	$19.92	236	$4,702.10	0	0.00	236	$4,702.10
801383082957	01/08/23	$1.78	25	$44.46	0	0.00	25	$44.46
801384083033	01/08/23	$2.72	159	$432.71	0	0.00	159	$432.71
801385083033	01/08/23	$4.23	156	$659.72	0	0.00	156	$659.72
801387083026	01/08/23	$1.62	51	$82.39	0	0.00	51	$82.39
801388081448	01/08/23	$1.44	4	$5.75	0	0.00	4	$5.75
801389083118	01/08/23	$1.44	65	$93.52	0	0.00	65	$93.52
801391083054	01/08/23	$0.89	25	$22.21	0	0.00	25	$22.21
801392083008	01/08/23	$1.64	15	$24.65	0	0.00	15	$24.65
801393083101	01/08/23	$1.79	23	$41.21	0	0.00	23	$41.21
801395083033	01/08/23	$1.42	7	$9.95	0	0.00	7	$9.95
801396083102	01/08/23	$2.09	206	$429.63	0	0.00	206	$429.63
801397083052	01/08/23	$3.56	393	$1,398.16	0	0.00	393	$1,398.16
801398082870	01/08/23	$2.56	100	$256.13	0	0.00	100	$256.13
801399082770	01/08/23	$1.72	4	$6.89	0	0.00	4	$6.89
801400083074	01/08/23	$3.25	214	$696.30	0	0.00	214	$696.30
801401083043	01/08/23	$1.48	2	$2.95	0	0.00	2	$2.95
801403083089	01/08/23	$1.54	24	$36.86	0	0.00	24	$36.86
801404082680	01/08/23	$2.06	37	$76.14	0	0.00	37	$76.14
801405082122	01/08/23	$2.44	34	$82.93	0	0.00	34	$82.93
801406082971	01/08/23	$20.16	217	$4,374.50	0	0.00	217	$4,374.50
801407083048	01/08/23	$4.83	35	$168.94	0	0.00	35	$168.94
801408083048	01/08/23	$3.24	54	$174.70	0	0.00	54	$174.70
801409082648	01/08/23	$2.18	23	$50.19	0	0.00	23	$50.19
801411082981	01/08/23	$6.07	27	$163.95	0	0.00	27	$163.95
801412082994	01/08/23	$1.83	8	$14.64	0	0.00	8	$14.64
801413083004	01/08/23	$4.36	24	$104.58	0	0.00	24	$104.58

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Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801415081890	01/08/23	$1.15	3	$3.44	0	0.00	3	$3.44
463413091796	01/09/23	$8.06	24	$193.50	0	0.00	24	$193.50
463425090883	01/09/23	$4.25	2	$8.50	0	0.00	2	$8.50
463429091955	01/09/23	$2.23	13	$29.00	0	0.00	13	$29.00
463439091738	01/09/23	$4.40	5	$22.00	0	0.00	5	$22.00
463442091605	01/09/23	$9.00	2	$18.00	0	0.00	2	$18.00
463448091582	01/09/23	$2.50	3	$7.50	0	0.00	3	$7.50
463566091841	01/09/23	$6.25	2	$12.50	0	0.00	2	$12.50
463581091612	01/09/23	$7.67	6	$46.00	0	0.00	6	$46.00
801322093039	01/09/23	$5.63	13	$73.15	0	0.00	13	$73.15
801323093124	01/09/23	$7.14	712	$5,086.33	0	0.00	712	$5,086.33
801324092958	01/09/23	$3.98	251	$999.82	0	0.00	251	$999.82
801325093122	01/09/23	$6.37	721	$4,591.15	0	0.00	721	$4,591.15
801326093075	01/09/23	$6.21	31	$192.36	0	0.00	31	$192.36
801327093121	01/09/23	$4.67	152	$710.02	0	0.00	152	$710.02
801328093122	01/09/23	$5.63	926	$5,213.84	0	0.00	926	$5,213.84
801330093122	01/09/23	$4.52	423	$1,911.65	0	0.00	423	$1,911.65
801331093096	01/09/23	$2.40	243	$582.71	0	0.00	243	$582.71
801332093094	01/09/23	$3.91	95	$371.74	0	0.00	95	$371.74
801333093034	01/09/23	$3.88	81	$313.92	0	0.00	81	$313.92
801335092919	01/09/23	$3.20	40	$128.10	0	0.00	40	$128.10
801336093122	01/09/23	$6.03	385	$2,319.99	0	0.00	385	$2,319.99
801338093000	01/09/23	$3.44	34	$117.00	0	0.00	34	$117.00
801339093034	01/09/23	$3.75	421	$1,577.17	0	0.00	421	$1,577.17
801340093123	01/09/23	$7.12	1,423	$10,130.27	0	0.00	1,423	$10,130.27
801341093123	01/09/23	$7.84	945	$7,406.60	0	0.00	945	$7,406.60
801342092756	01/09/23	$2.89	27	$78.08	0	0.00	27	$78.08
801343093121	01/09/23	$1.50	175	$262.79	0	0.00	175	$262.79
801344092146	01/09/23	$2.35	3	$7.05	0	0.00	3	$7.05
801346093107	01/09/23	$1.49	22	$32.86	0	0.00	22	$32.86
801347092991	01/09/23	$7.58	1	$7.58	0	0.00	1	$7.58
801348092199	01/09/23	$1.67	5	$8.36	0	0.00	5	$8.36
801349093069	01/09/23	$1.73	2	$3.45	0	0.00	2	$3.45
801350093019	01/09/23	$1.80	12	$21.60	0	0.00	12	$21.60
801351093122	01/09/23	$1.63	792	$1,288.96	0	0.00	792	$1,288.96
801353093031	01/09/23	$2.74	30	$82.12	0	0.00	30	$82.12
801354093078	01/09/23	$2.28	571	$1,301.06	0	0.00	571	$1,301.06
801355092260	01/09/23	$2.07	10	$20.65	0	0.00	10	$20.65
801356093074	01/09/23	$1.41	20	$28.25	0	0.00	20	$28.25
801357092911	01/09/23	$2.34	21	$49.21	0	0.00	21	$49.21
801358093066	01/09/23	$2.49	265	$660.62	0	0.00	265	$660.62
801359093054	01/09/23	$3.61	281	$1,014.92	0	0.00	281	$1,014.92
801361093053	01/09/23	$3.27	444	$1,451.84	0	0.00	444	$1,451.84
801362093051	01/09/23	$4.49	126	$565.25	0	0.00	126	$565.25
801363093050	01/09/23	$3.38	45	$152.09	0	0.00	45	$152.09
801364093054	01/09/23	$3.92	112	$438.73	0	0.00	112	$438.73
801365093045	01/09/23	$4.41	59	$260.25	0	0.00	59	$260.25
801366092544	01/09/23	$5.78	7	$40.45	0	0.00	7	$40.45
801367092996	01/09/23	$4.47	57	$254.60	0	0.00	57	$254.60
801368093048	01/09/23	$5.44	105	$571.55	0	0.00	105	$571.55
801369093115	01/09/23	$7.08	116	$821.43	0	0.00	116	$821.43
801370093115	01/09/23	$6.27	83	$520.24	0	0.00	83	$520.24
801372093122	01/09/23	$4.92	140	$688.18	0	0.00	140	$688.18
801373093112	01/09/23	$5.44	171	$930.38	0	0.00	171	$930.38
801374093121	01/09/23	$5.27	142	$748.88	0	0.00	142	$748.88
801375093119	01/09/23	$5.44	260	$1,414.37	0	0.00	260	$1,414.37
801376092234	01/09/23	$4.47	74	$330.85	0	0.00	74	$330.85

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Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801377093033	01/09/23	$3.84	142	$545.87	0	0.00	142	$545.87
801379092949	01/09/23	$4.47	97	$433.50	0	0.00	97	$433.50
801380092881	01/09/23	$2.20	34	$74.75	0	0.00	34	$74.75
801381093035	01/09/23	$2.33	139	$324.11	0	0.00	139	$324.11
801382093041	01/09/23	$19.53	211	$4,121.55	0	0.00	211	$4,121.55
801383092958	01/09/23	$2.17	29	$62.94	0	0.00	29	$62.94
801384093034	01/09/23	$3.27	123	$402.63	0	0.00	123	$402.63
801385093034	01/09/23	$4.38	118	$516.67	0	0.00	118	$516.67
801387093027	01/09/23	$1.95	44	$85.84	0	0.00	44	$85.84
801388091449	01/09/23	$1.41	7	$9.88	0	0.00	7	$9.88
801389093119	01/09/23	$2.36	61	$143.87	0	0.00	61	$143.87
801391093055	01/09/23	$1.46	15	$21.92	0	0.00	15	$21.92
801392093009	01/09/23	$2.02	21	$42.46	0	0.00	21	$42.46
801393093102	01/09/23	$1.03	30	$30.80	0	0.00	30	$30.80
801395093034	01/09/23	$1.23	2	$2.45	0	0.00	2	$2.45
801396093103	01/09/23	$2.47	205	$505.98	0	0.00	205	$505.98
801397093053	01/09/23	$4.10	300	$1,230.87	0	0.00	300	$1,230.87
801398092871	01/09/23	$2.74	105	$287.32	0	0.00	105	$287.32
801399092771	01/09/23	$2.53	3	$7.58	0	0.00	3	$7.58
801400093075	01/09/23	$3.40	169	$573.98	0	0.00	169	$573.98
801401093044	01/09/23	$1.67	21	$35.12	0	0.00	21	$35.12
801403093090	01/09/23	$1.33	20	$26.65	0	0.00	20	$26.65
801404092681	01/09/23	$2.45	36	$88.24	0	0.00	36	$88.24
801405092123	01/09/23	$2.47	68	$168.22	0	0.00	68	$168.22
801406092972	01/09/23	$20.19	194	$3,916.85	0	0.00	194	$3,916.85
801407093049	01/09/23	$3.83	38	$145.62	0	0.00	38	$145.62
801408093049	01/09/23	$3.99	43	$171.56	0	0.00	43	$171.56
801409092649	01/09/23	$1.99	25	$49.84	0	0.00	25	$49.84
801411092982	01/09/23	$3.13	37	$115.73	0	0.00	37	$115.73
801412092995	01/09/23	$2.24	10	$22.42	0	0.00	10	$22.42
801413093005	01/09/23	$3.33	24	$80.00	0	0.00	24	$80.00
801415091891	01/09/23	$1.43	14	$20.05	0	0.00	14	$20.05
463413101797	01/10/23	$3.13	4	$12.50	0	0.00	4	$12.50
463418101131	01/10/23	$4.50	1	$4.50	0	0.00	1	$4.50
463429101956	01/10/23	$5.36	18	$96.50	0	0.00	18	$96.50
463439101739	01/10/23	$6.17	3	$18.50	0	0.00	3	$18.50
463442101606	01/10/23	$2.75	2	$5.50	0	0.00	2	$5.50
463448101583	01/10/23	$3.57	7	$25.00	0	0.00	7	$25.00
463566101842	01/10/23	$6.16	19	$117.00	0	0.00	19	$117.00
463581101613	01/10/23	$3.00	2	$6.00	0	0.00	2	$6.00
801322103040	01/10/23	$3.58	22	$78.80	0	0.00	22	$78.80
801323103125	01/10/23	$6.63	509	$3,374.02	0	0.00	509	$3,374.02
801324102959	01/10/23	$4.03	154	$619.90	0	0.00	154	$619.90
801325103123	01/10/23	$5.65	483	$2,728.32	0	0.00	483	$2,728.32
801326103076	01/10/23	$3.54	24	$84.84	0	0.00	24	$84.84
801327103122	01/10/23	$5.90	99	$584.50	0	0.00	99	$584.50
801328103123	01/10/23	$4.70	725	$3,406.45	0	0.00	725	$3,406.45
801330103123	01/10/23	$4.22	399	$1,684.71	0	0.00	399	$1,684.71
801331103097	01/10/23	$1.70	179	$303.80	0	0.00	179	$303.80
801332103095	01/10/23	$4.47	42	$187.66	0	0.00	42	$187.66
801333103035	01/10/23	$3.77	52	$196.03	0	0.00	52	$196.03
801334102476	01/10/23	$4.35	1	$4.35	0	0.00	1	$4.35
801335102920	01/10/23	$3.33	8	$26.60	0	0.00	8	$26.60
801336103123	01/10/23	$6.56	294	$1,929.22	0	0.00	294	$1,929.22
801338103001	01/10/23	$3.51	20	$70.29	0	0.00	20	$70.29
801339103035	01/10/23	$3.85	256	$986.07	0	0.00	256	$986.07
801340103124	01/10/23	$7.03	908	$6,382.57	0	0.00	908	$6,382.57

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SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801341103124	01/10/23	$7.60	760	$5,773.70	0	0.00	760	$5,773.70
801342102757	01/10/23	$3.45	9	$31.08	0	0.00	9	$31.08
801343103122	01/10/23	$1.27	364	$463.23	0	0.00	364	$463.23
801344102147	01/10/23	$2.10	4	$8.41	0	0.00	4	$8.41
801346103108	01/10/23	$1.37	43	$58.72	0	0.00	43	$58.72
801347102992	01/10/23	$2.13	35	$74.56	0	0.00	35	$74.56
801349103070	01/10/23	$1.74	98	$170.25	0	0.00	98	$170.25
801350103020	01/10/23	$1.88	58	$108.84	0	0.00	58	$108.84
801351103123	01/10/23	$1.49	470	$701.86	0	0.00	470	$701.86
801353103032	01/10/23	$3.13	36	$112.61	0	0.00	36	$112.61
801354103079	01/10/23	$1.81	194	$351.17	0	0.00	194	$351.17
801355102261	01/10/23	$1.15	5	$5.76	0	0.00	5	$5.76
801356103075	01/10/23	$1.38	47	$64.73	0	0.00	47	$64.73
801357102912	01/10/23	$3.01	8	$24.04	0	0.00	8	$24.04
801358103067	01/10/23	$2.06	98	$202.32	0	0.00	98	$202.32
801359103055	01/10/23	$3.67	173	$635.60	0	0.00	173	$635.60
801361103054	01/10/23	$2.96	298	$881.70	0	0.00	298	$881.70
801362103052	01/10/23	$3.55	74	$263.02	0	0.00	74	$263.02
801363103051	01/10/23	$3.48	23	$80.05	0	0.00	23	$80.05
801364103055	01/10/23	$3.69	103	$379.88	0	0.00	103	$379.88
801365103046	01/10/23	$4.62	27	$124.68	0	0.00	27	$124.68
801366102545	01/10/23	$6.35	1	$6.35	0	0.00	1	$6.35
801367102997	01/10/23	$5.26	39	$204.95	0	0.00	39	$204.95
801368103049	01/10/23	$5.84	81	$473.05	0	0.00	81	$473.05
801369103116	01/10/23	$6.24	58	$361.77	0	0.00	58	$361.77
801370103116	01/10/23	$5.82	63	$366.52	0	0.00	63	$366.52
801372103123	01/10/23	$4.08	94	$383.86	0	0.00	94	$383.86
801373103113	01/10/23	$5.21	130	$677.60	0	0.00	130	$677.60
801374103122	01/10/23	$5.67	113	$640.60	0	0.00	113	$640.60
801375103120	01/10/23	$5.38	204	$1,096.81	0	0.00	204	$1,096.81
801376102235	01/10/23	$4.03	69	$277.76	0	0.00	69	$277.76
801377103034	01/10/23	$4.06	54	$219.45	0	0.00	54	$219.45
801379102950	01/10/23	$4.68	50	$233.80	0	0.00	50	$233.80
801380102882	01/10/23	$2.01	14	$28.07	0	0.00	14	$28.07
801381103036	01/10/23	$2.15	104	$223.77	0	0.00	104	$223.77
801382103042	01/10/23	$19.08	124	$2,365.40	0	0.00	124	$2,365.40
801383102959	01/10/23	$1.94	28	$54.35	0	0.00	28	$54.35
801384103035	01/10/23	$3.63	72	$261.23	0	0.00	72	$261.23
801385103035	01/10/23	$4.09	94	$384.83	0	0.00	94	$384.83
801387103028	01/10/23	$2.06	43	$88.61	0	0.00	43	$88.61
801388101450	01/10/23	$1.87	2	$3.74	0	0.00	2	$3.74
801389103120	01/10/23	$1.57	90	$141.00	0	0.00	90	$141.00
801391103056	01/10/23	$1.06	7	$7.41	0	0.00	7	$7.41
801392103010	01/10/23	$1.66	12	$19.88	0	0.00	12	$19.88
801393103103	01/10/23	$1.45	22	$31.98	0	0.00	22	$31.98
801395103035	01/10/23	$1.48	6	$8.85	0	0.00	6	$8.85
801396103104	01/10/23	$2.40	68	$162.87	0	0.00	68	$162.87
801397103054	01/10/23	$3.43	253	$868.00	0	0.00	253	$868.00
801398102872	01/10/23	$2.41	49	$118.18	0	0.00	49	$118.18
801399102772	01/10/23	$1.43	3	$4.30	0	0.00	3	$4.30
801400103076	01/10/23	$3.67	164	$601.73	0	0.00	164	$601.73
801401103045	01/10/23	$1.83	37	$67.86	0	0.00	37	$67.86
801403103091	01/10/23	$1.66	37	$61.35	0	0.00	37	$61.35
801404102682	01/10/23	$2.31	15	$34.66	0	0.00	15	$34.66
801405102124	01/10/23	$2.93	24	$70.37	0	0.00	24	$70.37
801406102973	01/10/23	$4.67	323	$1,509.85	0	0.00	323	$1,509.85
801407103050	01/10/23	$5.51	28	$154.15	0	0.00	28	$154.15

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YOUR CARD PROCESSING STATEMENT

Merchant Number	275173125889
Customer Service	Website - Phone - 1-800-432-7628

Statement Period 01/01/23 - 01/31/23

SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801408103050	01/10/23	$3.11	21	$65.25	0	0.00	21	$65.25
801409102650	01/10/23	$2.48	32	$79.23	0	0.00	32	$79.23
801411102983	01/10/23	$4.16	15	$62.38	0	0.00	15	$62.38
801412102996	01/10/23	$1.00	10	$10.00	0	0.00	10	$10.00
801413103006	01/10/23	$3.18	21	$66.83	0	0.00	21	$66.83
801415101892	01/10/23	$0.35	1	$0.35	0	0.00	1	$0.35
463406111207	01/11/23	$6.25	2	$12.50	0	0.00	2	$12.50
463413111798	01/11/23	$3.00	6	$18.00	0	0.00	6	$18.00
463418111132	01/11/23	$1.00	1	$1.00	0	0.00	1	$1.00
463429111957	01/11/23	$4.35	23	$100.00	0	0.00	23	$100.00
463439111740	01/11/23	$7.00	1	$7.00	0	0.00	1	$7.00
463448111584	01/11/23	$3.43	20	$68.50	0	0.00	20	$68.50
463566111843	01/11/23	$6.89	22	$151.50	0	0.00	22	$151.50
463581111614	01/11/23	$2.50	3	$7.50	0	0.00	3	$7.50
801322113041	01/11/23	$3.87	21	$81.26	0	0.00	21	$81.26
801323113126	01/11/23	$6.85	450	$3,080.75	0	0.00	450	$3,080.75
801324112960	01/11/23	$4.09	156	$638.70	0	0.00	156	$638.70
801325113124	01/11/23	$5.46	496	$2,706.07	0	0.00	496	$2,706.07
801326113077	01/11/23	$4.46	24	$107.09	0	0.00	24	$107.09
801327113123	01/11/23	$4.49	102	$457.85	0	0.00	102	$457.85
801328113124	01/11/23	$4.96	790	$3,918.32	0	0.00	790	$3,918.32
801330113124	01/11/23	$4.49	372	$1,668.54	0	0.00	372	$1,668.54
801331113098	01/11/23	$1.64	168	$274.93	0	0.00	168	$274.93
801332113096	01/11/23	$5.88	42	$247.06	0	0.00	42	$247.06
801333113036	01/11/23	$4.51	44	$198.46	0	0.00	44	$198.46
801335112921	01/11/23	$2.55	30	$76.48	0	0.00	30	$76.48
801336113124	01/11/23	$6.25	261	$1,630.22	0	0.00	261	$1,630.22
801338113002	01/11/23	$3.41	40	$136.25	0	0.00	40	$136.25
801339113036	01/11/23	$3.90	246	$959.21	0	0.00	246	$959.21
801340113125	01/11/23	$6.85	858	$5,874.09	0	0.00	858	$5,874.09
801341113125	01/11/23	$7.56	789	$5,963.55	0	0.00	789	$5,963.55
801342112758	01/11/23	$2.71	11	$29.85	0	0.00	11	$29.85
801343113123	01/11/23	$1.25	352	$438.55	0	0.00	352	$438.55
801344112148	01/11/23	$1.04	6	$6.26	0	0.00	6	$6.26
801346113109	01/11/23	$1.09	41	$44.75	0	0.00	41	$44.75
801347112993	01/11/23	$2.24	38	$85.01	0	0.00	38	$85.01
801349113071	01/11/23	$1.81	93	$168.14	0	0.00	93	$168.14
801350113021	01/11/23	$1.70	57	$97.08	0	0.00	57	$97.08
801351113124	01/11/23	$1.42	495	$705.15	0	0.00	495	$705.15
801353113033	01/11/23	$3.53	37	$130.52	0	0.00	37	$130.52
801354113080	01/11/23	$2.00	217	$434.65	0	0.00	217	$434.65
801355112262	01/11/23	$2.35	1	$2.35	0	0.00	1	$2.35
801356113076	01/11/23	$1.65	41	$67.81	0	0.00	41	$67.81
801357112913	01/11/23	$3.20	18	$57.61	0	0.00	18	$57.61
801358113068	01/11/23	$2.41	98	$236.35	0	0.00	98	$236.35
801359113056	01/11/23	$3.47	176	$611.15	0	0.00	176	$611.15
801361113055	01/11/23	$2.98	337	$1,005.02	0	0.00	337	$1,005.02
801362113053	01/11/23	$4.22	101	$426.04	0	0.00	101	$426.04
801363113052	01/11/23	$3.76	33	$124.19	0	0.00	33	$124.19
801364113056	01/11/23	$2.92	120	$350.22	0	0.00	120	$350.22
801365113047	01/11/23	$4.63	23	$106.57	0	0.00	23	$106.57
801366112546	01/11/23	$4.73	4	$18.90	0	0.00	4	$18.90
801367112998	01/11/23	$4.52	36	$162.75	0	0.00	36	$162.75
801368113050	01/11/23	$5.08	70	$355.30	0	0.00	70	$355.30
801369113117	01/11/23	$6.44	72	$463.66	0	0.00	72	$463.66
801370113117	01/11/23	$5.58	44	$245.68	0	0.00	44	$245.68
801372113124	01/11/23	$4.32	99	$427.74	0	0.00	99	$427.74

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SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801373113114	01/11/23	$5.48	93	$509.25	0	0.00	93	$509.25
801374113123	01/11/23	$6.07	138	$837.37	0	0.00	138	$837.37
801375113121	01/11/23	$5.08	214	$1,087.73	0	0.00	214	$1,087.73
801376112236	01/11/23	$3.95	120	$474.59	0	0.00	120	$474.59
801377113035	01/11/23	$4.46	82	$365.88	0	0.00	82	$365.88
801379112951	01/11/23	$3.66	50	$183.20	0	0.00	50	$183.20
801380112883	01/11/23	$1.43	18	$25.77	0	0.00	18	$25.77
801381113037	01/11/23	$2.15	129	$276.98	0	0.00	129	$276.98
801382113043	01/11/23	$19.32	125	$2,414.50	0	0.00	125	$2,414.50
801383112960	01/11/23	$2.42	21	$50.75	0	0.00	21	$50.75
801384113036	01/11/23	$2.89	98	$283.53	0	0.00	98	$283.53
801385113036	01/11/23	$4.15	108	$448.69	0	0.00	108	$448.69
801387113029	01/11/23	$1.88	37	$69.64	0	0.00	37	$69.64
801389113121	01/11/23	$1.33	81	$107.48	0	0.00	81	$107.48
801391113057	01/11/23	$1.16	9	$10.45	0	0.00	9	$10.45
801392113011	01/11/23	$1.37	22	$30.14	0	0.00	22	$30.14
801393113104	01/11/23	$1.46	19	$27.81	0	0.00	19	$27.81
801395113036	01/11/23	$1.35	3	$4.05	0	0.00	3	$4.05
801396113105	01/11/23	$2.36	54	$127.27	0	0.00	54	$127.27
801397113055	01/11/23	$2.77	289	$799.35	0	0.00	289	$799.35
801398112873	01/11/23	$2.30	31	$71.42	0	0.00	31	$71.42
801399112773	01/11/23	$0.87	2	$1.73	0	0.00	2	$1.73
801400113077	01/11/23	$3.70	143	$529.78	0	0.00	143	$529.78
801401113046	01/11/23	$1.61	51	$82.17	0	0.00	51	$82.17
801403113092	01/11/23	$1.95	34	$66.45	0	0.00	34	$66.45
801404112683	01/11/23	$1.33	5	$6.64	0	0.00	5	$6.64
801405112125	01/11/23	$1.92	12	$23.00	0	0.00	12	$23.00
801406112974	01/11/23	$4.42	335	$1,480.75	0	0.00	335	$1,480.75
801407113051	01/11/23	$6.19	28	$173.25	0	0.00	28	$173.25
801408113051	01/11/23	$4.43	20	$88.65	0	0.00	20	$88.65
801409112651	01/11/23	$2.79	32	$89.12	0	0.00	32	$89.12
801411112984	01/11/23	$3.33	9	$29.97	0	0.00	9	$29.97
801412112997	01/11/23	$0.52	4	$2.06	0	0.00	4	$2.06
801413113007	01/11/23	$3.57	16	$57.19	0	0.00	16	$57.19
801415111893	01/11/23	$1.12	3	$3.36	0	0.00	3	$3.36
463406121208	01/12/23	$2.00	1	$2.00	0	0.00	1	$2.00
463413121799	01/12/23	$4.20	10	$42.00	0	0.00	10	$42.00
463418121133	01/12/23	$3.25	2	$6.50	0	0.00	2	$6.50
463425120884	01/12/23	$2.00	1	$2.00	0	0.00	1	$2.00
463429121958	01/12/23	$5.08	20	$101.50	0	0.00	20	$101.50
463439121741	01/12/23	$6.75	2	$13.50	0	0.00	2	$13.50
463442121607	01/12/23	$2.00	1	$2.00	0	0.00	1	$2.00
463448121585	01/12/23	$3.46	13	$45.00	0	0.00	13	$45.00
463566121844	01/12/23	$7.30	22	$160.50	0	0.00	22	$160.50
463581121615	01/12/23	$6.58	6	$39.50	0	0.00	6	$39.50
801322123042	01/12/23	$2.71	20	$54.14	0	0.00	20	$54.14
801323123127	01/12/23	$6.35	509	$3,230.20	0	0.00	509	$3,230.20
801324122961	01/12/23	$5.23	135	$706.70	0	0.00	135	$706.70
801325123125	01/12/23	$5.61	483	$2,708.86	0	0.00	483	$2,708.86
801326123078	01/12/23	$3.10	38	$117.82	0	0.00	38	$117.82
801327123124	01/12/23	$4.74	121	$573.01	0	0.00	121	$573.01
801328123125	01/12/23	$4.66	757	$3,528.42	0	0.00	757	$3,528.42
801330123125	01/12/23	$4.73	394	$1,864.06	0	0.00	394	$1,864.06
801331123099	01/12/23	$1.77	148	$261.97	0	0.00	148	$261.97
801332123097	01/12/23	$4.90	59	$288.82	0	0.00	59	$288.82
801333123037	01/12/23	$3.92	57	$223.19	0	0.00	57	$223.19
801335122922	01/12/23	$2.16	21	$45.35	0	0.00	21	$45.35

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SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801336123125	01/12/23	$5.89	285	$1,679.80	0	0.00	285	$1,679.80
801338123003	01/12/23	$3.59	24	$86.05	0	0.00	24	$86.05
801339123037	01/12/23	$4.09	241	$985.64	0	0.00	241	$985.64
801340123126	01/12/23	$6.66	838	$5,578.78	0	0.00	838	$5,578.78
801341123126	01/12/23	$7.75	660	$5,115.75	0	0.00	660	$5,115.75
801342122759	01/12/23	$1.43	6	$8.60	0	0.00	6	$8.60
801343123124	01/12/23	$1.32	326	$430.74	0	0.00	326	$430.74
801344122149	01/12/23	$1.50	3	$4.50	0	0.00	3	$4.50
801346123110	01/12/23	$1.13	41	$46.23	0	0.00	41	$46.23
801347122994	01/12/23	$2.12	39	$82.87	0	0.00	39	$82.87
801348122201	01/12/23	$3.09	7	$21.66	0	0.00	7	$21.66
801349123072	01/12/23	$1.76	106	$187.04	0	0.00	106	$187.04
801350123022	01/12/23	$1.78	59	$104.91	0	0.00	59	$104.91
801351123125	01/12/23	$1.48	482	$712.70	0	0.00	482	$712.70
801353123034	01/12/23	$3.46	28	$96.86	0	0.00	28	$96.86
801354123081	01/12/23	$1.96	201	$394.19	0	0.00	201	$394.19
801356123077	01/12/23	$1.14	35	$39.78	0	0.00	35	$39.78
801357122914	01/12/23	$2.80	17	$47.58	0	0.00	17	$47.58
801358123069	01/12/23	$1.90	87	$165.44	0	0.00	87	$165.44
801359123057	01/12/23	$3.31	207	$686.07	0	0.00	207	$686.07
801361123056	01/12/23	$3.01	375	$1,127.44	0	0.00	375	$1,127.44
801362123054	01/12/23	$4.58	106	$485.71	0	0.00	106	$485.71
801363123053	01/12/23	$4.04	42	$169.60	0	0.00	42	$169.60
801364123057	01/12/23	$3.46	124	$429.61	0	0.00	124	$429.61
801365123048	01/12/23	$3.50	32	$112.09	0	0.00	32	$112.09
801366122547	01/12/23	$3.35	2	$6.70	0	0.00	2	$6.70
801367122999	01/12/23	$4.37	31	$135.35	0	0.00	31	$135.35
801368123051	01/12/23	$5.44	92	$500.30	0	0.00	92	$500.30
801369123118	01/12/23	$7.42	71	$526.91	0	0.00	71	$526.91
801370123118	01/12/23	$5.86	43	$251.96	0	0.00	43	$251.96
801372123125	01/12/23	$4.58	94	$430.58	0	0.00	94	$430.58
801373123115	01/12/23	$5.47	91	$497.67	0	0.00	91	$497.67
801374123124	01/12/23	$5.41	131	$708.21	0	0.00	131	$708.21
801375123122	01/12/23	$4.78	222	$1,060.91	0	0.00	222	$1,060.91
801376122237	01/12/23	$4.30	85	$365.71	0	0.00	85	$365.71
801377123036	01/12/23	$3.81	57	$217.09	0	0.00	57	$217.09
801379122952	01/12/23	$7.17	62	$444.25	0	0.00	62	$444.25
801380122884	01/12/23	$1.51	13	$19.62	0	0.00	13	$19.62
801381123038	01/12/23	$2.33	109	$253.75	0	0.00	109	$253.75
801382123044	01/12/23	$19.54	106	$2,071.00	0	0.00	106	$2,071.00
801383122961	01/12/23	$1.91	14	$26.75	0	0.00	14	$26.75
801384123037	01/12/23	$2.79	93	$259.62	0	0.00	93	$259.62
801385123037	01/12/23	$3.84	122	$468.66	0	0.00	122	$468.66
801387123030	01/12/23	$2.21	49	$108.48	0	0.00	49	$108.48
801388121452	01/12/23	$1.23	2	$2.45	0	0.00	2	$2.45
801389123122	01/12/23	$1.34	89	$118.92	0	0.00	89	$118.92
801391123058	01/12/23	$1.06	12	$12.70	0	0.00	12	$12.70
801392123012	01/12/23	$1.94	23	$44.51	0	0.00	23	$44.51
801393123105	01/12/23	$1.16	20	$23.29	0	0.00	20	$23.29
801395123037	01/12/23	$2.93	6	$17.58	0	0.00	6	$17.58
801396123106	01/12/23	$2.36	62	$146.23	0	0.00	62	$146.23
801397123056	01/12/23	$3.30	275	$907.20	0	0.00	275	$907.20
801398122874	01/12/23	$2.38	27	$64.37	0	0.00	27	$64.37
801399122774	01/12/23	$1.35	1	$1.35	0	0.00	1	$1.35
801400123078	01/12/23	$3.71	145	$537.69	0	0.00	145	$537.69
801401123047	01/12/23	$1.36	32	$43.56	0	0.00	32	$43.56
801403123093	01/12/23	$1.97	35	$68.87	0	0.00	35	$68.87

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SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801404122684	01/12/23	$3.13	7	$21.88	0	0.00	7	$21.88
801405122126	01/12/23	$2.25	14	$31.54	0	0.00	14	$31.54
801406122975	01/12/23	$4.39	283	$1,242.60	0	0.00	283	$1,242.60
801407123052	01/12/23	$6.17	28	$172.88	0	0.00	28	$172.88
801408123052	01/12/23	$3.69	46	$169.88	0	0.00	46	$169.88
801409122652	01/12/23	$2.41	31	$74.69	0	0.00	31	$74.69
801411122985	01/12/23	$4.84	6	$29.01	0	0.00	6	$29.01
801412122998	01/12/23	$1.49	5	$7.43	0	0.00	5	$7.43
801413123008	01/12/23	$2.66	22	$58.41	0	0.00	22	$58.41
801415121894	01/12/23	$0.93	2	$1.85	0	0.00	2	$1.85
463413131800	01/13/23	$3.78	9	$34.00	0	0.00	9	$34.00
463429131959	01/13/23	$4.92	24	$118.00	0	0.00	24	$118.00
463439131742	01/13/23	$4.25	2	$8.50	0	0.00	2	$8.50
463448131586	01/13/23	$5.20	10	$52.00	0	0.00	10	$52.00
463566131845	01/13/23	$7.52	21	$158.00	0	0.00	21	$158.00
463581131616	01/13/23	$8.50	4	$34.00	0	0.00	4	$34.00
801322133043	01/13/23	$2.75	19	$52.25	0	0.00	19	$52.25
801323133128	01/13/23	$6.43	490	$3,151.03	0	0.00	490	$3,151.03
801324132962	01/13/23	$4.38	128	$560.86	0	0.00	128	$560.86
801325133126	01/13/23	$6.17	472	$2,914.46	0	0.00	472	$2,914.46
801326133079	01/13/23	$4.44	23	$102.10	0	0.00	23	$102.10
801327133125	01/13/23	$5.60	130	$728.10	0	0.00	130	$728.10
801328133126	01/13/23	$4.99	800	$3,988.81	0	0.00	800	$3,988.81
801330133126	01/13/23	$4.66	413	$1,923.98	0	0.00	413	$1,923.98
801331133100	01/13/23	$1.92	186	$356.65	0	0.00	186	$356.65
801332133098	01/13/23	$4.48	56	$251.09	0	0.00	56	$251.09
801333133038	01/13/23	$4.08	45	$183.78	0	0.00	45	$183.78
801334132478	01/13/23	$4.04	1	$4.04	0	0.00	1	$4.04
801335132923	01/13/23	$3.17	27	$85.69	0	0.00	27	$85.69
801336133126	01/13/23	$6.07	335	$2,032.79	0	0.00	335	$2,032.79
801338133004	01/13/23	$2.98	33	$98.40	0	0.00	33	$98.40
801339133038	01/13/23	$4.19	242	$1,014.82	0	0.00	242	$1,014.82
801340133127	01/13/23	$7.09	861	$6,101.19	0	0.00	861	$6,101.19
801341133127	01/13/23	$8.07	647	$5,221.40	0	0.00	647	$5,221.40
801342132760	01/13/23	$3.28	8	$26.25	0	0.00	8	$26.25
801343133125	01/13/23	$1.34	361	$484.50	0	0.00	361	$484.50
801344132150	01/13/23	$1.35	1	$1.35	0	0.00	1	$1.35
801346133111	01/13/23	$1.17	71	$82.78	0	0.00	71	$82.78
801347132995	01/13/23	$1.79	34	$60.99	0	0.00	34	$60.99
801348132202	01/13/23	$1.60	2	$3.20	0	0.00	2	$3.20
801349133073	01/13/23	$1.76	77	$135.85	0	0.00	77	$135.85
801350133023	01/13/23	$1.86	39	$72.42	0	0.00	39	$72.42
801351133126	01/13/23	$1.38	461	$637.84	0	0.00	461	$637.84
801353133035	01/13/23	$2.86	36	$103.11	0	0.00	36	$103.11
801354133082	01/13/23	$1.83	215	$392.66	0	0.00	215	$392.66
801355132263	01/13/23	$4.99	2	$9.98	0	0.00	2	$9.98
801356133078	01/13/23	$1.02	32	$32.74	0	0.00	32	$32.74
801357132915	01/13/23	$2.53	18	$45.62	0	0.00	18	$45.62
801358133070	01/13/23	$2.43	81	$196.62	0	0.00	81	$196.62
801359133058	01/13/23	$3.30	216	$712.97	0	0.00	216	$712.97
801361133057	01/13/23	$3.39	346	$1,174.03	0	0.00	346	$1,174.03
801362133055	01/13/23	$5.04	111	$558.94	0	0.00	111	$558.94
801363133054	01/13/23	$3.95	44	$173.83	0	0.00	44	$173.83
801364133058	01/13/23	$3.19	118	$376.93	0	0.00	118	$376.93
801365133049	01/13/23	$3.57	36	$128.63	0	0.00	36	$128.63
801366132548	01/13/23	$5.60	2	$11.20	0	0.00	2	$11.20
801367133000	01/13/23	$4.82	44	$211.95	0	0.00	44	$211.95

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Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801368133052	01/13/23	$5.29	80	$423.10	0	0.00	80	$423.10
801369133119	01/13/23	$7.01	71	$497.90	0	0.00	71	$497.90
801370133119	01/13/23	$5.98	50	$298.78	0	0.00	50	$298.78
801372133126	01/13/23	$5.37	101	$542.24	0	0.00	101	$542.24
801373133116	01/13/23	$5.06	111	$561.92	0	0.00	111	$561.92
801374133125	01/13/23	$5.14	123	$631.62	0	0.00	123	$631.62
801375133123	01/13/23	$4.94	182	$899.93	0	0.00	182	$899.93
801376132238	01/13/23	$4.68	87	$407.03	0	0.00	87	$407.03
801377133037	01/13/23	$3.52	50	$176.12	0	0.00	50	$176.12
801379132953	01/13/23	$4.21	72	$303.40	0	0.00	72	$303.40
801380132885	01/13/23	$1.71	14	$23.96	0	0.00	14	$23.96
801381133039	01/13/23	$2.25	117	$262.80	0	0.00	117	$262.80
801382133045	01/13/23	$19.26	105	$2,021.90	0	0.00	105	$2,021.90
801383132962	01/13/23	$2.28	12	$27.34	0	0.00	12	$27.34
801384133038	01/13/23	$2.98	89	$265.49	0	0.00	89	$265.49
801385133038	01/13/23	$4.28	116	$496.38	0	0.00	116	$496.38
801387133031	01/13/23	$2.10	50	$105.19	0	0.00	50	$105.19
801388131453	01/13/23	$1.85	1	$1.85	0	0.00	1	$1.85
801389133123	01/13/23	$1.46	100	$145.71	0	0.00	100	$145.71
801391133059	01/13/23	$1.21	11	$13.34	0	0.00	11	$13.34
801392133013	01/13/23	$1.24	15	$18.64	0	0.00	15	$18.64
801393133106	01/13/23	$1.47	13	$19.15	0	0.00	13	$19.15
801395133038	01/13/23	$1.35	3	$4.05	0	0.00	3	$4.05
801396133107	01/13/23	$2.59	52	$134.49	0	0.00	52	$134.49
801397133057	01/13/23	$3.00	296	$886.58	0	0.00	296	$886.58
801398132875	01/13/23	$2.15	24	$51.55	0	0.00	24	$51.55
801399132775	01/13/23	$2.16	5	$10.80	0	0.00	5	$10.80
801400133079	01/13/23	$3.33	155	$516.84	0	0.00	155	$516.84
801401133048	01/13/23	$1.90	46	$87.53	0	0.00	46	$87.53
801403133094	01/13/23	$2.42	28	$67.75	0	0.00	28	$67.75
801404132685	01/13/23	$2.30	12	$27.62	0	0.00	12	$27.62
801405132127	01/13/23	$2.59	6	$15.55	0	0.00	6	$15.55
801406132976	01/13/23	$4.77	294	$1,401.85	0	0.00	294	$1,401.85
801407133053	01/13/23	$6.08	21	$127.73	0	0.00	21	$127.73
801408133053	01/13/23	$5.02	35	$175.66	0	0.00	35	$175.66
801409132653	01/13/23	$2.42	32	$77.42	0	0.00	32	$77.42
801411132986	01/13/23	$9.06	7	$63.45	0	0.00	7	$63.45
801412132999	01/13/23	$2.39	6	$14.36	0	0.00	6	$14.36
801413133009	01/13/23	$3.70	22	$81.35	0	0.00	22	$81.35
801415131895	01/13/23	$3.20	1	$3.20	0	0.00	1	$3.20
463413141801	01/14/23	$3.88	13	$50.50	0	0.00	13	$50.50
463418141134	01/14/23	$2.50	1	$2.50	0	0.00	1	$2.50
463425140885	01/14/23	$3.00	1	$3.00	0	0.00	1	$3.00
463429141960	01/14/23	$3.87	26	$100.50	0	0.00	26	$100.50
463442141608	01/14/23	$7.00	4	$28.00	0	0.00	4	$28.00
463448141587	01/14/23	$3.80	10	$38.00	0	0.00	10	$38.00
463566141846	01/14/23	$7.70	20	$154.00	0	0.00	20	$154.00
463581141617	01/14/23	$11.83	3	$35.50	0	0.00	3	$35.50
801322143044	01/14/23	$3.11	25	$77.65	0	0.00	25	$77.65
801323143129	01/14/23	$6.69	705	$4,716.03	0	0.00	705	$4,716.03
801324142963	01/14/23	$4.38	151	$662.10	0	0.00	151	$662.10
801325143127	01/14/23	$6.62	621	$4,108.12	0	0.00	621	$4,108.12
801326143080	01/14/23	$4.58	24	$109.90	0	0.00	24	$109.90
801327143126	01/14/23	$4.98	134	$667.54	0	0.00	134	$667.54
801328143127	01/14/23	$5.16	972	$5,020.21	0	0.00	972	$5,020.21
801330143127	01/14/23	$4.45	427	$1,899.94	0	0.00	427	$1,899.94
801331143101	01/14/23	$2.25	215	$484.35	0	0.00	215	$484.35

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Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801332143099	01/14/23	$3.96	77	$305.26	0	0.00	77	$305.26
801333143039	01/14/23	$5.24	56	$293.48	0	0.00	56	$293.48
801335142924	01/14/23	$3.00	28	$83.99	0	0.00	28	$83.99
801336143127	01/14/23	$6.40	337	$2,156.07	0	0.00	337	$2,156.07
801338143005	01/14/23	$3.19	34	$108.59	0	0.00	34	$108.59
801339143039	01/14/23	$4.00	355	$1,418.26	0	0.00	355	$1,418.26
801340143128	01/14/23	$7.03	899	$6,322.64	0	0.00	899	$6,322.64
801341143128	01/14/23	$8.01	553	$4,429.24	0	0.00	553	$4,429.24
801342142761	01/14/23	$2.79	9	$25.15	0	0.00	9	$25.15
801343143126	01/14/23	$1.33	322	$426.91	0	0.00	322	$426.91
801344142151	01/14/23	$1.01	2	$2.02	0	0.00	2	$2.02
801346143112	01/14/23	$1.11	63	$69.73	0	0.00	63	$69.73
801347142996	01/14/23	$1.45	47	$68.11	0	0.00	47	$68.11
801348142203	01/14/23	$1.25	10	$12.46	0	0.00	10	$12.46
801349143074	01/14/23	$1.65	62	$102.25	0	0.00	62	$102.25
801350143024	01/14/23	$1.34	34	$45.71	0	0.00	34	$45.71
801351143127	01/14/23	$1.40	525	$734.61	0	0.00	525	$734.61
801353143036	01/14/23	$2.74	40	$109.58	0	0.00	40	$109.58
801354143083	01/14/23	$2.10	253	$531.53	0	0.00	253	$531.53
801355142264	01/14/23	$0.35	2	$0.70	0	0.00	2	$0.70
801356143079	01/14/23	$1.46	41	$59.72	0	0.00	41	$59.72
801357142916	01/14/23	$1.49	19	$28.33	0	0.00	19	$28.33
801358143071	01/14/23	$2.73	76	$207.32	0	0.00	76	$207.32
801359143059	01/14/23	$3.62	267	$966.21	0	0.00	267	$966.21
801361143058	01/14/23	$3.28	386	$1,267.59	0	0.00	386	$1,267.59
801362143056	01/14/23	$4.50	131	$589.55	0	0.00	131	$589.55
801363143055	01/14/23	$4.80	42	$201.39	0	0.00	42	$201.39
801364143059	01/14/23	$3.44	96	$329.84	0	0.00	96	$329.84
801365143050	01/14/23	$4.30	31	$133.34	0	0.00	31	$133.34
801366142549	01/14/23	$1.85	2	$3.70	0	0.00	2	$3.70
801367143001	01/14/23	$5.28	56	$295.40	0	0.00	56	$295.40
801368143053	01/14/23	$5.62	85	$477.45	0	0.00	85	$477.45
801369143120	01/14/23	$7.28	68	$495.00	0	0.00	68	$495.00
801370143120	01/14/23	$6.05	86	$520.03	0	0.00	86	$520.03
801372143127	01/14/23	$4.73	130	$615.40	0	0.00	130	$615.40
801373143117	01/14/23	$5.95	136	$808.97	0	0.00	136	$808.97
801374143126	01/14/23	$5.69	174	$989.93	0	0.00	174	$989.93
801375143124	01/14/23	$5.26	260	$1,367.88	0	0.00	260	$1,367.88
801376142239	01/14/23	$4.55	94	$427.72	0	0.00	94	$427.72
801377143038	01/14/23	$3.81	55	$209.73	0	0.00	55	$209.73
801379142954	01/14/23	$5.58	115	$642.15	0	0.00	115	$642.15
801380142886	01/14/23	$1.85	14	$25.90	0	0.00	14	$25.90
801381143040	01/14/23	$2.30	102	$234.58	0	0.00	102	$234.58
801382143046	01/14/23	$19.52	155	$3,025.00	0	0.00	155	$3,025.00
801383142963	01/14/23	$1.46	23	$33.49	0	0.00	23	$33.49
801384143039	01/14/23	$3.67	88	$322.82	0	0.00	88	$322.82
801385143039	01/14/23	$3.88	144	$558.30	0	0.00	144	$558.30
801387143032	01/14/23	$1.39	36	$49.89	0	0.00	36	$49.89
801389143124	01/14/23	$1.13	98	$110.66	0	0.00	98	$110.66
801391143060	01/14/23	$1.51	16	$24.10	0	0.00	16	$24.10
801392143014	01/14/23	$1.16	31	$35.92	0	0.00	31	$35.92
801393143107	01/14/23	$1.53	39	$59.60	0	0.00	39	$59.60
801395143039	01/14/23	$1.38	3	$4.15	0	0.00	3	$4.15
801396143108	01/14/23	$2.70	40	$107.87	0	0.00	40	$107.87
801397143058	01/14/23	$3.09	293	$906.66	0	0.00	293	$906.66
801398142876	01/14/23	$2.15	36	$77.42	0	0.00	36	$77.42
801399142776	01/14/23	$2.88	4	$11.51	0	0.00	4	$11.51

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SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801400143080	01/14/23	$3.74	178	$665.78	0	0.00	178	$665.78
801401143049	01/14/23	$1.49	49	$72.84	0	0.00	49	$72.84
801403143095	01/14/23	$1.98	47	$93.04	0	0.00	47	$93.04
801404142686	01/14/23	$3.21	16	$51.39	0	0.00	16	$51.39
801405142128	01/14/23	$2.28	20	$45.54	0	0.00	20	$45.54
801406142977	01/14/23	$5.91	246	$1,452.80	0	0.00	246	$1,452.80
801407143054	01/14/23	$5.32	24	$127.66	0	0.00	24	$127.66
801408143054	01/14/23	$3.64	56	$203.89	0	0.00	56	$203.89
801409142654	01/14/23	$2.87	26	$74.60	0	0.00	26	$74.60
801411142987	01/14/23	$3.51	14	$49.13	0	0.00	14	$49.13
801412143000	01/14/23	$3.05	9	$27.46	0	0.00	9	$27.46
801413143010	01/14/23	$3.56	23	$81.88	0	0.00	23	$81.88
801415141896	01/14/23	$3.46	1	$3.46	0	0.00	1	$3.46
463413151802	01/15/23	$3.73	13	$48.50	0	0.00	13	$48.50
463418151135	01/15/23	$13.50	3	$40.50	0	0.00	3	$40.50
463429151961	01/15/23	$2.83	20	$56.50	0	0.00	20	$56.50
463442151609	01/15/23	$16.48	2	$32.95	0	0.00	2	$32.95
463448151588	01/15/23	$3.50	4	$14.00	0	0.00	4	$14.00
463566151847	01/15/23	$16.50	1	$16.50	0	0.00	1	$16.50
463581151618	01/15/23	$20.50	5	$102.50	0	0.00	5	$102.50
801322153045	01/15/23	$5.31	23	$122.10	0	0.00	23	$122.10
801323153130	01/15/23	$7.19	896	$6,442.90	0	0.00	896	$6,442.90
801324152964	01/15/23	$3.90	216	$843.38	0	0.00	216	$843.38
801325153128	01/15/23	$6.47	845	$5,468.57	0	0.00	845	$5,468.57
801326153081	01/15/23	$4.73	43	$203.43	0	0.00	43	$203.43
801327153127	01/15/23	$4.80	171	$820.27	0	0.00	171	$820.27
801328153128	01/15/23	$5.89	1,150	$6,767.80	0	0.00	1,150	$6,767.80
801330153128	01/15/23	$4.86	481	$2,338.71	0	0.00	481	$2,338.71
801331153102	01/15/23	$2.42	272	$657.40	0	0.00	272	$657.40
801332153100	01/15/23	$4.58	69	$316.23	0	0.00	69	$316.23
801333153040	01/15/23	$4.67	48	$223.93	0	0.00	48	$223.93
801335152925	01/15/23	$4.27	62	$264.57	0	0.00	62	$264.57
801336153128	01/15/23	$6.14	452	$2,775.90	0	0.00	452	$2,775.90
801338153006	01/15/23	$3.38	35	$118.40	0	0.00	35	$118.40
801339153040	01/15/23	$4.12	329	$1,354.77	0	0.00	329	$1,354.77
801340153129	01/15/23	$6.62	1,156	$7,647.79	0	0.00	1,156	$7,647.79
801341153129	01/15/23	$7.88	633	$4,989.65	0	0.00	633	$4,989.65
801342152762	01/15/23	$2.70	8	$21.63	0	0.00	8	$21.63
801343153127	01/15/23	$1.43	125	$179.36	0	0.00	125	$179.36
801344152152	01/15/23	$0.35	1	$0.35	0	0.00	1	$0.35
801346153113	01/15/23	$1.34	27	$36.12	0	0.00	27	$36.12
801347152997	01/15/23	$1.25	11	$13.80	0	0.00	11	$13.80
801348152204	01/15/23	$0.46	3	$1.37	0	0.00	3	$1.37
801349153075	01/15/23	$1.34	9	$12.04	0	0.00	9	$12.04
801350153025	01/15/23	$2.19	7	$15.36	0	0.00	7	$15.36
801351153128	01/15/23	$1.52	592	$897.69	0	0.00	592	$897.69
801353153037	01/15/23	$2.38	32	$76.00	0	0.00	32	$76.00
801354153084	01/15/23	$2.03	348	$706.69	0	0.00	348	$706.69
801355152265	01/15/23	$4.76	5	$23.82	0	0.00	5	$23.82
801356153080	01/15/23	$2.22	17	$37.81	0	0.00	17	$37.81
801357152917	01/15/23	$3.60	7	$25.22	0	0.00	7	$25.22
801358153072	01/15/23	$2.47	90	$222.65	0	0.00	90	$222.65
801359153060	01/15/23	$3.53	318	$1,122.68	0	0.00	318	$1,122.68
801361153059	01/15/23	$3.31	484	$1,602.80	0	0.00	484	$1,602.80
801362153057	01/15/23	$4.33	185	$801.20	0	0.00	185	$801.20
801363153056	01/15/23	$4.43	46	$203.57	0	0.00	46	$203.57
801364153060	01/15/23	$3.41	118	$402.64	0	0.00	118	$402.64

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SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801365153051	01/15/23	$4.41	46	$203.08	0	0.00	46	$203.08
801366152550	01/15/23	$4.10	6	$24.60	0	0.00	6	$24.60
801367153002	01/15/23	$4.72	69	$325.70	0	0.00	69	$325.70
801368153054	01/15/23	$5.71	85	$485.40	0	0.00	85	$485.40
801369153121	01/15/23	$6.05	106	$640.92	0	0.00	106	$640.92
801370153121	01/15/23	$6.85	89	$609.88	0	0.00	89	$609.88
801372153128	01/15/23	$4.95	146	$723.01	0	0.00	146	$723.01
801373153118	01/15/23	$5.68	119	$675.76	0	0.00	119	$675.76
801374153127	01/15/23	$5.32	197	$1,047.29	0	0.00	197	$1,047.29
801375153125	01/15/23	$5.06	268	$1,355.78	0	0.00	268	$1,355.78
801376152240	01/15/23	$3.86	115	$444.10	0	0.00	115	$444.10
801377153039	01/15/23	$4.65	33	$153.38	0	0.00	33	$153.38
801379152955	01/15/23	$4.79	118	$565.75	0	0.00	118	$565.75
801380152887	01/15/23	$1.76	21	$36.99	0	0.00	21	$36.99
801381153041	01/15/23	$2.16	102	$220.05	0	0.00	102	$220.05
801382153047	01/15/23	$19.15	155	$2,967.65	0	0.00	155	$2,967.65
801383152964	01/15/23	$2.74	15	$41.10	0	0.00	15	$41.10
801384153040	01/15/23	$3.18	89	$283.37	0	0.00	89	$283.37
801385153040	01/15/23	$4.38	132	$578.30	0	0.00	132	$578.30
801387153033	01/15/23	$2.33	41	$95.50	0	0.00	41	$95.50
801388151454	01/15/23	$2.50	3	$7.49	0	0.00	3	$7.49
801389153125	01/15/23	$1.88	61	$114.89	0	0.00	61	$114.89
801391153061	01/15/23	$0.79	26	$20.65	0	0.00	26	$20.65
801392153015	01/15/23	$1.31	19	$24.92	0	0.00	19	$24.92
801393153108	01/15/23	$1.27	25	$31.85	0	0.00	25	$31.85
801395153040	01/15/23	$3.61	1	$3.61	0	0.00	1	$3.61
801396153109	01/15/23	$2.29	60	$137.33	0	0.00	60	$137.33
801397153059	01/15/23	$3.58	353	$1,262.27	0	0.00	353	$1,262.27
801398152877	01/15/23	$2.59	46	$118.91	0	0.00	46	$118.91
801399152777	01/15/23	$1.49	6	$8.94	0	0.00	6	$8.94
801400153081	01/15/23	$2.55	193	$493.01	0	0.00	193	$493.01
801401153050	01/15/23	$2.02	3	$6.06	0	0.00	3	$6.06
801403153096	01/15/23	$3.20	11	$35.22	0	0.00	11	$35.22
801404152687	01/15/23	$2.05	17	$34.87	0	0.00	17	$34.87
801405152129	01/15/23	$2.36	37	$87.15	0	0.00	37	$87.15
801406152978	01/15/23	$20.14	147	$2,960.40	0	0.00	147	$2,960.40
801407153055	01/15/23	$3.82	30	$114.50	0	0.00	30	$114.50
801408153055	01/15/23	$3.35	57	$190.76	0	0.00	57	$190.76
801409152655	01/15/23	$1.83	5	$9.15	0	0.00	5	$9.15
801411152988	01/15/23	$3.49	26	$90.66	0	0.00	26	$90.66
801412153001	01/15/23	$2.33	7	$16.34	0	0.00	7	$16.34
801413153011	01/15/23	$3.92	15	$58.85	0	0.00	15	$58.85
801415151897	01/15/23	$0.96	5	$4.80	0	0.00	5	$4.80
463406161209	01/16/23	$1.00	1	$1.00	0	0.00	1	$1.00
463413161803	01/16/23	$3.93	22	$86.50	0	0.00	22	$86.50
463425160886	01/16/23	$4.50	1	$4.50	0	0.00	1	$4.50
463429161962	01/16/23	$2.08	6	$12.50	0	0.00	6	$12.50
463439161743	01/16/23	$20.50	3	$61.50	0	0.00	3	$61.50
463442161610	01/16/23	$17.00	3	$51.00	0	0.00	3	$51.00
463448161589	01/16/23	$4.63	4	$18.50	0	0.00	4	$18.50
463566161848	01/16/23	$4.50	2	$9.00	0	0.00	2	$9.00
463581161619	01/16/23	$20.50	3	$61.50	0	0.00	3	$61.50
801322163046	01/16/23	$4.98	35	$174.15	0	0.00	35	$174.15
801323163131	01/16/23	$6.46	825	$5,330.61	0	0.00	825	$5,330.61
801324162965	01/16/23	$4.17	177	$737.45	0	0.00	177	$737.45
801325163129	01/16/23	$6.58	857	$5,636.55	0	0.00	857	$5,636.55
801326163082	01/16/23	$5.38	36	$193.54	0	0.00	36	$193.54

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Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801327163128	01/16/23	$5.50	126	$692.79	0	0.00	126	$692.79
801328163129	01/16/23	$5.87	901	$5,289.53	0	0.00	901	$5,289.53
801330163129	01/16/23	$4.66	418	$1,947.37	0	0.00	418	$1,947.37
801331163103	01/16/23	$2.17	195	$423.31	0	0.00	195	$423.31
801332163101	01/16/23	$3.91	61	$238.29	0	0.00	61	$238.29
801333163041	01/16/23	$4.43	78	$345.51	0	0.00	78	$345.51
801334162479	01/16/23	$1.35	1	$1.35	0	0.00	1	$1.35
801335162926	01/16/23	$3.05	45	$137.25	0	0.00	45	$137.25
801336163129	01/16/23	$6.25	406	$2,536.66	0	0.00	406	$2,536.66
801338163007	01/16/23	$2.96	37	$109.60	0	0.00	37	$109.60
801339163041	01/16/23	$3.89	356	$1,385.62	0	0.00	356	$1,385.62
801340163130	01/16/23	$6.26	1,348	$8,442.31	0	0.00	1,348	$8,442.31
801341163130	01/16/23	$7.42	737	$5,469.79	0	0.00	737	$5,469.79
801342162763	01/16/23	$2.67	16	$42.75	0	0.00	16	$42.75
801343163128	01/16/23	$1.37	176	$241.33	0	0.00	176	$241.33
801344162153	01/16/23	$0.75	1	$0.75	0	0.00	1	$0.75
801346163114	01/16/23	$1.20	22	$26.36	0	0.00	22	$26.36
801347162998	01/16/23	$1.35	3	$4.05	0	0.00	3	$4.05
801348162205	01/16/23	$1.58	10	$15.78	0	0.00	10	$15.78
801349163076	01/16/23	$1.66	4	$6.65	0	0.00	4	$6.65
801350163026	01/16/23	$1.53	16	$24.41	0	0.00	16	$24.41
801351163129	01/16/23	$1.57	566	$890.41	0	0.00	566	$890.41
801353163038	01/16/23	$2.88	26	$74.85	0	0.00	26	$74.85
801354163085	01/16/23	$2.07	315	$652.52	0	0.00	315	$652.52
801355162266	01/16/23	$1.99	10	$19.90	0	0.00	10	$19.90
801356163081	01/16/23	$2.18	15	$32.76	0	0.00	15	$32.76
801357162918	01/16/23	$2.03	16	$32.43	0	0.00	16	$32.43
801358163073	01/16/23	$2.39	77	$183.81	0	0.00	77	$183.81
801359163061	01/16/23	$3.59	252	$903.71	0	0.00	252	$903.71
801361163060	01/16/23	$3.25	417	$1,353.23	0	0.00	417	$1,353.23
801362163058	01/16/23	$4.38	183	$801.37	0	0.00	183	$801.37
801363163057	01/16/23	$3.76	47	$176.50	0	0.00	47	$176.50
801364163061	01/16/23	$3.42	152	$519.72	0	0.00	152	$519.72
801365163052	01/16/23	$3.05	46	$140.45	0	0.00	46	$140.45
801366162551	01/16/23	$2.73	9	$24.57	0	0.00	9	$24.57
801367163003	01/16/23	$5.21	76	$395.75	0	0.00	76	$395.75
801368163055	01/16/23	$4.72	112	$528.65	0	0.00	112	$528.65
801369163122	01/16/23	$6.99	69	$482.22	0	0.00	69	$482.22
801370163122	01/16/23	$6.78	92	$624.11	0	0.00	92	$624.11
801372163129	01/16/23	$5.13	91	$466.75	0	0.00	91	$466.75
801373163119	01/16/23	$5.30	125	$662.78	0	0.00	125	$662.78
801374163128	01/16/23	$5.14	179	$920.91	0	0.00	179	$920.91
801375163126	01/16/23	$4.62	244	$1,127.58	0	0.00	244	$1,127.58
801376162241	01/16/23	$4.04	63	$254.68	0	0.00	63	$254.68
801377163040	01/16/23	$3.65	45	$164.30	0	0.00	45	$164.30
801379162956	01/16/23	$4.94	120	$592.90	0	0.00	120	$592.90
801380162888	01/16/23	$1.84	17	$31.24	0	0.00	17	$31.24
801381163042	01/16/23	$2.25	94	$211.53	0	0.00	94	$211.53
801382163048	01/16/23	$19.10	138	$2,636.10	0	0.00	138	$2,636.10
801383162965	01/16/23	$2.06	38	$78.21	0	0.00	38	$78.21
801384163041	01/16/23	$3.19	104	$331.99	0	0.00	104	$331.99
801385163041	01/16/23	$4.27	102	$435.48	0	0.00	102	$435.48
801387163034	01/16/23	$2.16	37	$79.76	0	0.00	37	$79.76
801388161455	01/16/23	$2.93	4	$11.72	0	0.00	4	$11.72
801389163126	01/16/23	$1.80	63	$113.65	0	0.00	63	$113.65
801391163062	01/16/23	$0.78	8	$6.25	0	0.00	8	$6.25
801392163016	01/16/23	$2.25	14	$31.45	0	0.00	14	$31.45

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SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801393163109	01/16/23	$1.52	28	$42.63	0	0.00	28	$42.63
801395163041	01/16/23	$2.64	7	$18.46	0	0.00	7	$18.46
801396163110	01/16/23	$2.06	74	$152.79	0	0.00	74	$152.79
801397163060	01/16/23	$3.38	331	$1,117.49	0	0.00	331	$1,117.49
801398162878	01/16/23	$2.49	72	$179.16	0	0.00	72	$179.16
801399162778	01/16/23	$1.45	2	$2.90	0	0.00	2	$2.90
801400163082	01/16/23	$3.14	194	$610.10	0	0.00	194	$610.10
801401163051	01/16/23	$1.89	12	$22.68	0	0.00	12	$22.68
801403163097	01/16/23	$1.23	20	$24.67	0	0.00	20	$24.67
801404162688	01/16/23	$2.56	16	$40.90	0	0.00	16	$40.90
801405162130	01/16/23	$2.52	27	$68.12	0	0.00	27	$68.12
801406162979	01/16/23	$20.21	146	$2,950.40	0	0.00	146	$2,950.40
801407163056	01/16/23	$4.04	39	$157.53	0	0.00	39	$157.53
801408163056	01/16/23	$4.38	45	$196.95	0	0.00	45	$196.95
801409162656	01/16/23	$1.84	10	$18.35	0	0.00	10	$18.35
801411162989	01/16/23	$4.58	13	$59.55	0	0.00	13	$59.55
801412163002	01/16/23	$2.29	10	$22.92	0	0.00	10	$22.92
801413163012	01/16/23	$3.73	27	$100.62	0	0.00	27	$100.62
801415161898	01/16/23	$2.19	11	$24.07	0	0.00	11	$24.07
463406171210	01/17/23	$1.00	1	$1.00	0	0.00	1	$1.00
463413171804	01/17/23	$4.25	10	$42.50	0	0.00	10	$42.50
463418171136	01/17/23	$4.75	2	$9.50	0	0.00	2	$9.50
463429171963	01/17/23	$4.21	24	$100.95	0	0.00	24	$100.95
463439171744	01/17/23	$8.25	2	$16.50	0	0.00	2	$16.50
463442171611	01/17/23	$3.50	2	$7.00	0	0.00	2	$7.00
463448171590	01/17/23	$4.20	5	$21.00	0	0.00	5	$21.00
463566171849	01/17/23	$5.28	18	$95.00	0	0.00	18	$95.00
463581171620	01/17/23	$7.50	6	$45.00	0	0.00	6	$45.00
801322173047	01/17/23	$4.27	15	$64.01	0	0.00	15	$64.01
801323173132	01/17/23	$6.84	573	$3,918.37	0	0.00	573	$3,918.37
801324172966	01/17/23	$3.69	175	$646.20	0	0.00	175	$646.20
801325173130	01/17/23	$6.22	659	$4,096.62	0	0.00	659	$4,096.62
801326173083	01/17/23	$3.22	30	$96.53	0	0.00	30	$96.53
801327173129	01/17/23	$5.38	128	$689.23	0	0.00	128	$689.23
801328173130	01/17/23	$5.07	818	$4,147.56	0	0.00	818	$4,147.56
801330173130	01/17/23	$4.47	405	$1,811.75	0	0.00	405	$1,811.75
801331173104	01/17/23	$1.87	232	$433.71	0	0.00	232	$433.71
801332173102	01/17/23	$4.58	57	$260.99	0	0.00	57	$260.99
801333173042	01/17/23	$4.76	57	$271.05	0	0.00	57	$271.05
801335172927	01/17/23	$2.86	28	$80.13	0	0.00	28	$80.13
801336173130	01/17/23	$5.92	293	$1,734.36	0	0.00	293	$1,734.36
801338173008	01/17/23	$2.50	31	$77.40	0	0.00	31	$77.40
801339173042	01/17/23	$4.04	227	$917.93	0	0.00	227	$917.93
801340173131	01/17/23	$6.59	1,021	$6,730.06	0	0.00	1,021	$6,730.06
801341173131	01/17/23	$7.77	731	$5,681.45	0	0.00	731	$5,681.45
801342172764	01/17/23	$4.16	8	$33.30	0	0.00	8	$33.30
801343173129	01/17/23	$1.36	382	$521.05	0	0.00	382	$521.05
801344172154	01/17/23	$0.73	7	$5.12	0	0.00	7	$5.12
801346173115	01/17/23	$1.33	47	$62.65	0	0.00	47	$62.65
801347172999	01/17/23	$1.27	25	$31.75	0	0.00	25	$31.75
801348172206	01/17/23	$1.12	6	$6.69	0	0.00	6	$6.69
801349173077	01/17/23	$1.63	82	$134.05	0	0.00	82	$134.05
801350173027	01/17/23	$1.61	42	$67.75	0	0.00	42	$67.75
801351173130	01/17/23	$1.45	571	$828.68	0	0.00	571	$828.68
801353173039	01/17/23	$2.87	37	$106.27	0	0.00	37	$106.27
801354173086	01/17/23	$2.05	228	$467.64	0	0.00	228	$467.64
801355172267	01/17/23	$10.31	1	$10.31	0	0.00	1	$10.31

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SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801356173082	01/17/23	$1.19	21	$24.99	0	0.00	21	$24.99
801357172919	01/17/23	$1.80	13	$23.36	0	0.00	13	$23.36
801358173074	01/17/23	$2.06	102	$210.22	0	0.00	102	$210.22
801359173062	01/17/23	$3.02	241	$728.07	0	0.00	241	$728.07
801361173061	01/17/23	$2.97	363	$1,078.77	0	0.00	363	$1,078.77
801362173059	01/17/23	$3.59	121	$433.97	0	0.00	121	$433.97
801363173058	01/17/23	$3.82	48	$183.40	0	0.00	48	$183.40
801364173062	01/17/23	$3.66	146	$535.06	0	0.00	146	$535.06
801365173053	01/17/23	$4.29	36	$154.51	0	0.00	36	$154.51
801366172552	01/17/23	$2.08	11	$22.90	0	0.00	11	$22.90
801367173004	01/17/23	$6.52	30	$195.50	0	0.00	30	$195.50
801368173056	01/17/23	$4.92	89	$437.60	0	0.00	89	$437.60
801369173123	01/17/23	$7.58	51	$386.76	0	0.00	51	$386.76
801370173123	01/17/23	$7.20	66	$474.93	0	0.00	66	$474.93
801372173130	01/17/23	$4.91	93	$457.06	0	0.00	93	$457.06
801373173120	01/17/23	$5.38	141	$758.79	0	0.00	141	$758.79
801374173129	01/17/23	$5.14	128	$658.23	0	0.00	128	$658.23
801375173127	01/17/23	$5.08	214	$1,086.26	0	0.00	214	$1,086.26
801376172242	01/17/23	$3.77	76	$286.53	0	0.00	76	$286.53
801377173041	01/17/23	$3.99	66	$263.22	0	0.00	66	$263.22
801379172957	01/17/23	$4.83	76	$367.45	0	0.00	76	$367.45
801380172889	01/17/23	$1.53	19	$29.10	0	0.00	19	$29.10
801381173043	01/17/23	$2.09	128	$267.83	0	0.00	128	$267.83
801382173049	01/17/23	$19.21	138	$2,650.45	0	0.00	138	$2,650.45
801383172966	01/17/23	$1.93	35	$67.67	0	0.00	35	$67.67
801384173042	01/17/23	$2.53	110	$278.09	0	0.00	110	$278.09
801385173042	01/17/23	$4.59	84	$385.34	0	0.00	84	$385.34
801387173035	01/17/23	$2.06	42	$86.48	0	0.00	42	$86.48
801388171456	01/17/23	$1.83	3	$5.49	0	0.00	3	$5.49
801389173127	01/17/23	$1.17	55	$64.24	0	0.00	55	$64.24
801391173063	01/17/23	$0.99	9	$8.90	0	0.00	9	$8.90
801392173017	01/17/23	$1.41	14	$19.78	0	0.00	14	$19.78
801393173110	01/17/23	$1.50	36	$54.13	0	0.00	36	$54.13
801395173042	01/17/23	$1.52	3	$4.55	0	0.00	3	$4.55
801396173111	01/17/23	$1.71	67	$114.30	0	0.00	67	$114.30
801397173061	01/17/23	$2.90	341	$988.03	0	0.00	341	$988.03
801398172879	01/17/23	$1.96	54	$105.72	0	0.00	54	$105.72
801399172779	01/17/23	$0.35	1	$0.35	0	0.00	1	$0.35
801400173083	01/17/23	$3.11	167	$518.91	0	0.00	167	$518.91
801401173052	01/17/23	$3.10	17	$52.67	0	0.00	17	$52.67
801403173098	01/17/23	$2.09	29	$60.68	0	0.00	29	$60.68
801404172689	01/17/23	$2.35	11	$25.80	0	0.00	11	$25.80
801405172131	01/17/23	$2.53	15	$37.90	0	0.00	15	$37.90
801406172980	01/17/23	$3.77	384	$1,448.80	0	0.00	384	$1,448.80
801407173057	01/17/23	$4.59	31	$142.23	0	0.00	31	$142.23
801408173057	01/17/23	$3.47	49	$170.10	0	0.00	49	$170.10
801409172657	01/17/23	$1.88	10	$18.75	0	0.00	10	$18.75
801411172990	01/17/23	$4.03	9	$36.30	0	0.00	9	$36.30
801412173003	01/17/23	$1.87	11	$20.61	0	0.00	11	$20.61
801413173013	01/17/23	$2.60	29	$75.31	0	0.00	29	$75.31
801415171899	01/17/23	$1.19	4	$4.75	0	0.00	4	$4.75
463406181211	01/18/23	$2.50	2	$5.00	0	0.00	2	$5.00
463413181805	01/18/23	$3.34	16	$53.50	0	0.00	16	$53.50
463429181964	01/18/23	$4.81	29	$139.50	0	0.00	29	$139.50
463439181745	01/18/23	$6.50	1	$6.50	0	0.00	1	$6.50
463448181591	01/18/23	$3.14	14	$44.00	0	0.00	14	$44.00
463566181850	01/18/23	$7.15	24	$171.50	0	0.00	24	$171.50

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Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
463581181621	01/18/23	$3.83	3	$11.50	0	0.00	3	$11.50
801322183048	01/18/23	$3.06	41	$125.60	0	0.00	41	$125.60
801323183133	01/18/23	$5.91	468	$2,763.72	0	0.00	468	$2,763.72
801324182967	01/18/23	$4.06	117	$474.70	0	0.00	117	$474.70
801325183131	01/18/23	$5.40	524	$2,829.28	0	0.00	524	$2,829.28
801326183084	01/18/23	$3.64	22	$80.01	0	0.00	22	$80.01
801327183130	01/18/23	$5.83	129	$751.49	0	0.00	129	$751.49
801328183131	01/18/23	$4.94	790	$3,905.12	0	0.00	790	$3,905.12
801330183131	01/18/23	$4.57	374	$1,707.96	0	0.00	374	$1,707.96
801331183105	01/18/23	$1.80	196	$352.34	0	0.00	196	$352.34
801332183103	01/18/23	$4.34	56	$243.09	0	0.00	56	$243.09
801333183043	01/18/23	$5.13	48	$246.28	0	0.00	48	$246.28
801335182928	01/18/23	$4.20	37	$155.48	0	0.00	37	$155.48
801336183131	01/18/23	$5.89	267	$1,571.50	0	0.00	267	$1,571.50
801338183009	01/18/23	$2.96	32	$94.70	0	0.00	32	$94.70
801339183043	01/18/23	$4.22	154	$650.16	0	0.00	154	$650.16
801340183132	01/18/23	$6.69	800	$5,349.08	0	0.00	800	$5,349.08
801341183132	01/18/23	$7.79	690	$5,378.15	0	0.00	690	$5,378.15
801342182765	01/18/23	$2.37	8	$18.95	0	0.00	8	$18.95
801343183130	01/18/23	$1.21	384	$463.38	0	0.00	384	$463.38
801344182155	01/18/23	$1.36	2	$2.72	0	0.00	2	$2.72
801346183116	01/18/23	$1.25	44	$54.96	0	0.00	44	$54.96
801347183000	01/18/23	$1.87	35	$65.39	0	0.00	35	$65.39
801348182207	01/18/23	$1.87	5	$9.36	0	0.00	5	$9.36
801349183078	01/18/23	$1.71	88	$150.26	0	0.00	88	$150.26
801350183028	01/18/23	$1.61	61	$98.34	0	0.00	61	$98.34
801351183131	01/18/23	$1.40	502	$702.57	0	0.00	502	$702.57
801353183040	01/18/23	$3.04	38	$115.35	0	0.00	38	$115.35
801354183087	01/18/23	$2.04	172	$351.65	0	0.00	172	$351.65
801355182268	01/18/23	$6.02	2	$12.03	0	0.00	2	$12.03
801356183083	01/18/23	$1.21	50	$60.27	0	0.00	50	$60.27
801357182920	01/18/23	$3.82	10	$38.17	0	0.00	10	$38.17
801358183075	01/18/23	$2.27	45	$102.21	0	0.00	45	$102.21
801359183063	01/18/23	$3.41	148	$505.40	0	0.00	148	$505.40
801361183062	01/18/23	$3.00	369	$1,108.56	0	0.00	369	$1,108.56
801362183060	01/18/23	$3.33	109	$362.83	0	0.00	109	$362.83
801363183059	01/18/23	$3.69	37	$136.41	0	0.00	37	$136.41
801364183063	01/18/23	$4.04	104	$420.49	0	0.00	104	$420.49
801365183054	01/18/23	$3.78	25	$94.62	0	0.00	25	$94.62
801366182553	01/18/23	$4.35	1	$4.35	0	0.00	1	$4.35
801367183005	01/18/23	$4.38	40	$175.00	0	0.00	40	$175.00
801368183057	01/18/23	$4.94	59	$291.20	0	0.00	59	$291.20
801369183124	01/18/23	$6.63	81	$537.30	0	0.00	81	$537.30
801370183124	01/18/23	$6.08	30	$182.50	0	0.00	30	$182.50
801372183131	01/18/23	$4.89	72	$352.37	0	0.00	72	$352.37
801373183121	01/18/23	$5.34	106	$565.74	0	0.00	106	$565.74
801374183130	01/18/23	$5.39	102	$549.37	0	0.00	102	$549.37
801375183128	01/18/23	$5.49	214	$1,175.12	0	0.00	214	$1,175.12
801376182243	01/18/23	$4.52	57	$257.70	0	0.00	57	$257.70
801377183042	01/18/23	$4.11	71	$292.14	0	0.00	71	$292.14
801379182958	01/18/23	$4.86	76	$369.25	0	0.00	76	$369.25
801380182890	01/18/23	$2.08	20	$41.56	0	0.00	20	$41.56
801381183044	01/18/23	$2.40	109	$261.63	0	0.00	109	$261.63
801382183050	01/18/23	$19.23	103	$1,981.10	0	0.00	103	$1,981.10
801383182967	01/18/23	$1.77	10	$17.72	0	0.00	10	$17.72
801384183043	01/18/23	$3.59	70	$251.36	0	0.00	70	$251.36
801385183043	01/18/23	$4.30	95	$408.39	0	0.00	95	$408.39

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Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801387183036	01/18/23	$1.87	49	$91.41	0	0.00	49	$91.41
801388181457	01/18/23	$1.07	2	$2.13	0	0.00	2	$2.13
801389183128	01/18/23	$1.70	74	$125.95	0	0.00	74	$125.95
801391183064	01/18/23	$0.92	11	$10.10	0	0.00	11	$10.10
801392183018	01/18/23	$1.68	25	$41.97	0	0.00	25	$41.97
801393183111	01/18/23	$1.62	15	$24.24	0	0.00	15	$24.24
801395183043	01/18/23	$3.95	3	$11.85	0	0.00	3	$11.85
801396183112	01/18/23	$2.77	41	$113.67	0	0.00	41	$113.67
801397183062	01/18/23	$2.91	280	$813.98	0	0.00	280	$813.98
801398182880	01/18/23	$2.15	47	$100.94	0	0.00	47	$100.94
801399182780	01/18/23	$2.91	4	$11.65	0	0.00	4	$11.65
801400183084	01/18/23	$3.42	153	$523.49	0	0.00	153	$523.49
801401183053	01/18/23	$2.07	43	$88.87	0	0.00	43	$88.87
801403183099	01/18/23	$1.57	46	$72.24	0	0.00	46	$72.24
801404182690	01/18/23	$1.60	3	$4.80	0	0.00	3	$4.80
801405182132	01/18/23	$2.28	12	$27.39	0	0.00	12	$27.39
801406182981	01/18/23	$4.39	264	$1,158.40	0	0.00	264	$1,158.40
801407183058	01/18/23	$7.40	20	$148.05	0	0.00	20	$148.05
801408183058	01/18/23	$4.09	37	$151.25	0	0.00	37	$151.25
801409182658	01/18/23	$2.82	25	$70.54	0	0.00	25	$70.54
801411182991	01/18/23	$3.02	6	$18.10	0	0.00	6	$18.10
801412183004	01/18/23	$0.88	7	$6.18	0	0.00	7	$6.18
801413183014	01/18/23	$3.94	23	$90.55	0	0.00	23	$90.55
801415181900	01/18/23	$2.26	1	$2.26	0	0.00	1	$2.26
463406191212	01/19/23	$30.75	2	$61.50	0	0.00	2	$61.50
463413191806	01/19/23	$3.75	10	$37.50	0	0.00	10	$37.50
463418191137	01/19/23	$6.50	1	$6.50	0	0.00	1	$6.50
463425190888	01/19/23	$2.00	2	$4.00	0	0.00	2	$4.00
463429191965	01/19/23	$6.13	23	$140.95	0	0.00	23	$140.95
463439191746	01/19/23	$10.67	3	$32.00	0	0.00	3	$32.00
463442191613	01/19/23	$4.17	3	$12.50	0	0.00	3	$12.50
463448191592	01/19/23	$4.13	8	$33.00	0	0.00	8	$33.00
463566191851	01/19/23	$7.63	23	$175.50	0	0.00	23	$175.50
463581191622	01/19/23	$15.42	7	$107.95	0	0.00	7	$107.95
801322193049	01/19/23	$3.35	28	$93.66	0	0.00	28	$93.66
801323193134	01/19/23	$6.51	506	$3,295.42	0	0.00	506	$3,295.42
801324192968	01/19/23	$4.40	122	$536.52	0	0.00	122	$536.52
801325193132	01/19/23	$5.69	455	$2,589.74	0	0.00	455	$2,589.74
801326193085	01/19/23	$3.71	14	$51.96	0	0.00	14	$51.96
801327193131	01/19/23	$5.27	140	$738.26	0	0.00	140	$738.26
801328193132	01/19/23	$5.09	803	$4,090.56	0	0.00	803	$4,090.56
801330193132	01/19/23	$4.74	444	$2,106.00	0	0.00	444	$2,106.00
801331193106	01/19/23	$1.91	185	$354.12	0	0.00	185	$354.12
801332193104	01/19/23	$5.42	49	$265.46	0	0.00	49	$265.46
801333193044	01/19/23	$7.16	35	$250.74	0	0.00	35	$250.74
801334192480	01/19/23	$20.35	1	$20.35	0	0.00	1	$20.35
801335192929	01/19/23	$3.80	40	$151.96	0	0.00	40	$151.96
801336193132	01/19/23	$6.00	247	$1,481.75	0	0.00	247	$1,481.75
801338193010	01/19/23	$3.08	18	$55.50	0	0.00	18	$55.50
801339193044	01/19/23	$3.87	224	$867.79	0	0.00	224	$867.79
801340193133	01/19/23	$6.56	822	$5,390.66	0	0.00	822	$5,390.66
801341193133	01/19/23	$7.67	744	$5,709.50	0	0.00	744	$5,709.50
801342192766	01/19/23	$3.68	3	$11.05	0	0.00	3	$11.05
801343193131	01/19/23	$1.25	357	$447.95	0	0.00	357	$447.95
801344192156	01/19/23	$0.83	10	$8.30	0	0.00	10	$8.30
801346193117	01/19/23	$1.14	60	$68.29	0	0.00	60	$68.29
801347193001	01/19/23	$2.06	52	$107.21	0	0.00	52	$107.21

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SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801348192208	01/19/23	$0.60	1	$0.60	0	0.00	1	$0.60
801349193079	01/19/23	$1.72	91	$156.80	0	0.00	91	$156.80
801350193029	01/19/23	$1.64	70	$114.59	0	0.00	70	$114.59
801351193132	01/19/23	$1.46	485	$708.91	0	0.00	485	$708.91
801353193041	01/19/23	$3.07	30	$92.18	0	0.00	30	$92.18
801354193088	01/19/23	$1.94	213	$412.18	0	0.00	213	$412.18
801355192269	01/19/23	$1.41	5	$7.07	0	0.00	5	$7.07
801356193084	01/19/23	$1.40	33	$46.16	0	0.00	33	$46.16
801357192921	01/19/23	$1.71	14	$23.98	0	0.00	14	$23.98
801358193076	01/19/23	$2.21	75	$165.86	0	0.00	75	$165.86
801359193064	01/19/23	$3.70	209	$774.19	0	0.00	209	$774.19
801361193063	01/19/23	$3.46	354	$1,224.32	0	0.00	354	$1,224.32
801362193061	01/19/23	$4.26	140	$595.88	0	0.00	140	$595.88
801363193060	01/19/23	$4.31	40	$172.39	0	0.00	40	$172.39
801364193064	01/19/23	$3.61	122	$440.56	0	0.00	122	$440.56
801365193055	01/19/23	$3.28	46	$150.89	0	0.00	46	$150.89
801366192554	01/19/23	$2.89	4	$11.55	0	0.00	4	$11.55
801367193006	01/19/23	$4.67	44	$205.55	0	0.00	44	$205.55
801368193058	01/19/23	$5.71	75	$428.50	0	0.00	75	$428.50
801369193125	01/19/23	$6.59	82	$540.30	0	0.00	82	$540.30
801370193125	01/19/23	$5.75	44	$253.09	0	0.00	44	$253.09
801371191193	01/19/23	$2.35	1	$2.35	0	0.00	1	$2.35
801372193132	01/19/23	$4.89	96	$469.55	0	0.00	96	$469.55
801373193122	01/19/23	$5.23	116	$606.95	0	0.00	116	$606.95
801374193131	01/19/23	$5.26	106	$557.26	0	0.00	106	$557.26
801375193129	01/19/23	$4.89	162	$792.61	0	0.00	162	$792.61
801376192244	01/19/23	$3.98	69	$274.30	0	0.00	69	$274.30
801377193043	01/19/23	$4.28	56	$239.79	0	0.00	56	$239.79
801379192959	01/19/23	$5.19	63	$327.00	0	0.00	63	$327.00
801380192891	01/19/23	$1.55	7	$10.85	0	0.00	7	$10.85
801381193045	01/19/23	$2.12	94	$198.99	0	0.00	94	$198.99
801382193051	01/19/23	$18.85	115	$2,168.00	0	0.00	115	$2,168.00
801383192968	01/19/23	$2.16	17	$36.74	0	0.00	17	$36.74
801384193044	01/19/23	$3.48	81	$281.76	0	0.00	81	$281.76
801385193044	01/19/23	$4.22	120	$506.91	0	0.00	120	$506.91
801387193037	01/19/23	$2.15	37	$79.56	0	0.00	37	$79.56
801388191458	01/19/23	$1.98	5	$9.91	0	0.00	5	$9.91
801389193129	01/19/23	$1.44	76	$109.20	0	0.00	76	$109.20
801391193065	01/19/23	$1.30	10	$12.95	0	0.00	10	$12.95
801392193019	01/19/23	$1.37	13	$17.85	0	0.00	13	$17.85
801393193112	01/19/23	$1.26	23	$28.90	0	0.00	23	$28.90
801395193044	01/19/23	$1.59	6	$9.55	0	0.00	6	$9.55
801396193113	01/19/23	$1.86	59	$110.00	0	0.00	59	$110.00
801397193063	01/19/23	$2.92	278	$811.85	0	0.00	278	$811.85
801398192881	01/19/23	$2.35	45	$105.88	0	0.00	45	$105.88
801400193085	01/19/23	$3.37	144	$485.95	0	0.00	144	$485.95
801401193054	01/19/23	$1.35	43	$58.17	0	0.00	43	$58.17
801403193100	01/19/23	$2.14	39	$83.53	0	0.00	39	$83.53
801404192691	01/19/23	$0.78	15	$11.69	0	0.00	15	$11.69
801405192133	01/19/23	$1.82	10	$18.20	0	0.00	10	$18.20
801406192982	01/19/23	$4.30	288	$1,237.55	0	0.00	288	$1,237.55
801407193059	01/19/23	$6.24	26	$162.28	0	0.00	26	$162.28
801408193059	01/19/23	$3.89	21	$81.65	0	0.00	21	$81.65
801409192659	01/19/23	$2.41	16	$38.60	0	0.00	16	$38.60
801411192992	01/19/23	$3.52	6	$21.10	0	0.00	6	$21.10
801412193005	01/19/23	$1.78	5	$8.91	0	0.00	5	$8.91
801413193015	01/19/23	$2.68	29	$77.67	0	0.00	29	$77.67

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Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801415191901	01/19/23	$1.35	2	$2.70	0	0.00	2	$2.70
463406201213	01/20/23	$1.00	2	$2.00	0	0.00	2	$2.00
463413201807	01/20/23	$3.95	11	$43.50	0	0.00	11	$43.50
463418201138	01/20/23	$1.00	1	$1.00	0	0.00	1	$1.00
463429201966	01/20/23	$3.83	27	$103.50	0	0.00	27	$103.50
463439201747	01/20/23	$9.00	3	$27.00	0	0.00	3	$27.00
463448201593	01/20/23	$3.33	6	$20.00	0	0.00	6	$20.00
463566201852	01/20/23	$6.91	27	$186.50	0	0.00	27	$186.50
463581201623	01/20/23	$6.50	6	$39.00	0	0.00	6	$39.00
801322203050	01/20/23	$3.96	47	$185.96	0	0.00	47	$185.96
801323203135	01/20/23	$6.63	536	$3,551.16	0	0.00	536	$3,551.16
801324202969	01/20/23	$4.60	155	$713.31	0	0.00	155	$713.31
801325203133	01/20/23	$6.04	529	$3,194.04	0	0.00	529	$3,194.04
801326203086	01/20/23	$3.63	23	$83.48	0	0.00	23	$83.48
801327203132	01/20/23	$4.72	155	$731.00	0	0.00	155	$731.00
801328203133	01/20/23	$5.08	820	$4,163.61	0	0.00	820	$4,163.61
801330203133	01/20/23	$5.09	401	$2,042.88	0	0.00	401	$2,042.88
801331203107	01/20/23	$2.10	198	$416.46	0	0.00	198	$416.46
801332203105	01/20/23	$4.47	81	$362.25	0	0.00	81	$362.25
801333203045	01/20/23	$5.43	43	$233.61	0	0.00	43	$233.61
801335202930	01/20/23	$3.71	31	$115.00	0	0.00	31	$115.00
801336203133	01/20/23	$6.34	313	$1,985.03	0	0.00	313	$1,985.03
801338203011	01/20/23	$3.04	34	$103.26	0	0.00	34	$103.26
801339203045	01/20/23	$4.00	256	$1,022.99	0	0.00	256	$1,022.99
801340203134	01/20/23	$6.86	900	$6,175.28	0	0.00	900	$6,175.28
801341203134	01/20/23	$8.06	714	$5,754.50	0	0.00	714	$5,754.50
801342202767	01/20/23	$4.32	16	$69.10	0	0.00	16	$69.10
801343203132	01/20/23	$1.33	396	$525.25	0	0.00	396	$525.25
801344202157	01/20/23	$2.35	1	$2.35	0	0.00	1	$2.35
801346203118	01/20/23	$1.13	54	$60.94	0	0.00	54	$60.94
801347203002	01/20/23	$2.25	33	$74.32	0	0.00	33	$74.32
801348202209	01/20/23	$6.27	2	$12.54	0	0.00	2	$12.54
801349203080	01/20/23	$2.03	69	$139.74	0	0.00	69	$139.74
801350203030	01/20/23	$1.40	38	$53.18	0	0.00	38	$53.18
801351203133	01/20/23	$1.45	544	$789.43	0	0.00	544	$789.43
801353203042	01/20/23	$2.95	39	$115.16	0	0.00	39	$115.16
801354203089	01/20/23	$2.07	234	$484.99	0	0.00	234	$484.99
801356203085	01/20/23	$1.08	33	$35.78	0	0.00	33	$35.78
801357202922	01/20/23	$2.56	13	$33.25	0	0.00	13	$33.25
801358203077	01/20/23	$2.73	106	$289.44	0	0.00	106	$289.44
801359203065	01/20/23	$3.41	245	$836.37	0	0.00	245	$836.37
801361203064	01/20/23	$3.41	358	$1,219.13	0	0.00	358	$1,219.13
801362203062	01/20/23	$3.85	145	$558.46	0	0.00	145	$558.46
801363203061	01/20/23	$5.31	29	$153.85	0	0.00	29	$153.85
801364203065	01/20/23	$3.56	131	$466.18	0	0.00	131	$466.18
801365203056	01/20/23	$2.89	38	$109.96	0	0.00	38	$109.96
801366202555	01/20/23	$2.60	2	$5.20	0	0.00	2	$5.20
801367203007	01/20/23	$5.36	45	$241.20	0	0.00	45	$241.20
801368203059	01/20/23	$5.11	83	$424.15	0	0.00	83	$424.15
801369203126	01/20/23	$6.02	74	$445.70	0	0.00	74	$445.70
801370203126	01/20/23	$6.74	49	$330.29	0	0.00	49	$330.29
801372203133	01/20/23	$5.01	106	$530.98	0	0.00	106	$530.98
801373203123	01/20/23	$5.39	132	$711.20	0	0.00	132	$711.20
801374203132	01/20/23	$5.50	141	$776.01	0	0.00	141	$776.01
801375203130	01/20/23	$4.81	213	$1,023.96	0	0.00	213	$1,023.96
801376202245	01/20/23	$4.38	91	$398.39	0	0.00	91	$398.39
801377203044	01/20/23	$4.06	61	$247.87	0	0.00	61	$247.87

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			Items	Amount	Items	Amount	Items	Amount
801379202960	01/20/23	$5.42	77	$417.15	0	0.00	77	$417.15
801380202892	01/20/23	$1.92	14	$26.90	0	0.00	14	$26.90
801381203046	01/20/23	$2.36	106	$250.00	0	0.00	106	$250.00
801382203052	01/20/23	$19.30	151	$2,914.95	0	0.00	151	$2,914.95
801383202969	01/20/23	$2.00	18	$35.91	0	0.00	18	$35.91
801384203045	01/20/23	$3.22	97	$312.48	0	0.00	97	$312.48
801385203045	01/20/23	$4.06	125	$508.08	0	0.00	125	$508.08
801387203038	01/20/23	$1.98	54	$106.73	0	0.00	54	$106.73
801388201459	01/20/23	$2.50	2	$4.99	0	0.00	2	$4.99
801389203130	01/20/23	$1.51	87	$131.21	0	0.00	87	$131.21
801391203066	01/20/23	$1.44	8	$11.53	0	0.00	8	$11.53
801392203020	01/20/23	$1.26	18	$22.68	0	0.00	18	$22.68
801393203113	01/20/23	$1.33	25	$33.34	0	0.00	25	$33.34
801395203045	01/20/23	$2.87	5	$14.36	0	0.00	5	$14.36
801396203114	01/20/23	$2.10	57	$119.84	0	0.00	57	$119.84
801397203064	01/20/23	$3.27	275	$898.01	0	0.00	275	$898.01
801398202882	01/20/23	$2.34	36	$84.29	0	0.00	36	$84.29
801399202781	01/20/23	$1.21	7	$8.45	0	0.00	7	$8.45
801400203086	01/20/23	$3.15	170	$536.18	0	0.00	170	$536.18
801401203055	01/20/23	$1.60	56	$89.65	0	0.00	56	$89.65
801403203101	01/20/23	$1.83	39	$71.34	0	0.00	39	$71.34
801404202692	01/20/23	$3.05	6	$18.27	0	0.00	6	$18.27
801405202134	01/20/23	$2.29	13	$29.71	0	0.00	13	$29.71
801406202983	01/20/23	$4.98	301	$1,498.95	0	0.00	301	$1,498.95
801407203060	01/20/23	$6.70	21	$140.74	0	0.00	21	$140.74
801408203060	01/20/23	$4.20	38	$159.54	0	0.00	38	$159.54
801409202660	01/20/23	$2.56	29	$74.35	0	0.00	29	$74.35
801411202993	01/20/23	$5.62	13	$73.03	0	0.00	13	$73.03
801412203006	01/20/23	$2.17	8	$17.36	0	0.00	8	$17.36
801413203016	01/20/23	$3.28	17	$55.68	0	0.00	17	$55.68
801415201902	01/20/23	$1.51	2	$3.01	0	0.00	2	$3.01
463406211214	01/21/23	$5.00	1	$5.00	0	0.00	1	$5.00
463413211808	01/21/23	$3.54	11	$38.95	0	0.00	11	$38.95
463429211967	01/21/23	$5.27	24	$126.45	0	0.00	24	$126.45
463439211748	01/21/23	$13.00	5	$65.00	0	0.00	5	$65.00
463442211614	01/21/23	$15.50	2	$31.00	0	0.00	2	$31.00
463448211594	01/21/23	$5.50	6	$33.00	0	0.00	6	$33.00
463566211853	01/21/23	$6.94	26	$180.50	0	0.00	26	$180.50
463581211624	01/21/23	$9.83	6	$59.00	0	0.00	6	$59.00
801322213051	01/21/23	$4.88	26	$126.85	0	0.00	26	$126.85
801323213136	01/21/23	$7.00	616	$4,312.07	0	0.00	616	$4,312.07
801324212970	01/21/23	$5.02	174	$873.71	0	0.00	174	$873.71
801325213134	01/21/23	$5.95	636	$3,781.42	0	0.00	636	$3,781.42
801326213087	01/21/23	$4.03	24	$96.66	0	0.00	24	$96.66
801327213133	01/21/23	$5.41	170	$919.85	0	0.00	170	$919.85
801328213134	01/21/23	$5.48	883	$4,836.49	0	0.00	883	$4,836.49
801330213134	01/21/23	$4.43	479	$2,121.31	0	0.00	479	$2,121.31
801331213108	01/21/23	$1.97	219	$432.20	0	0.00	219	$432.20
801332213106	01/21/23	$4.39	77	$338.06	0	0.00	77	$338.06
801333213046	01/21/23	$6.40	46	$294.34	0	0.00	46	$294.34
801334212481	01/21/23	$2.35	1	$2.35	0	0.00	1	$2.35
801335212931	01/21/23	$5.16	34	$175.43	0	0.00	34	$175.43
801336213134	01/21/23	$6.11	367	$2,242.92	0	0.00	367	$2,242.92
801338213012	01/21/23	$3.08	20	$61.65	0	0.00	20	$61.65
801339213046	01/21/23	$4.02	361	$1,450.65	0	0.00	361	$1,450.65
801340213135	01/21/23	$7.58	946	$7,168.57	0	0.00	946	$7,168.57
801341213135	01/21/23	$8.30	849	$7,044.65	0	0.00	849	$7,044.65

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SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801342212768	01/21/23	$3.12	16	$49.89	0	0.00	16	$49.89
801343213133	01/21/23	$1.29	355	$456.89	0	0.00	355	$456.89
801344212158	01/21/23	$0.87	3	$2.61	0	0.00	3	$2.61
801346213119	01/21/23	$1.36	46	$62.72	0	0.00	46	$62.72
801347213003	01/21/23	$1.93	35	$67.55	0	0.00	35	$67.55
801348212210	01/21/23	$0.79	4	$3.15	0	0.00	4	$3.15
801349213081	01/21/23	$1.88	65	$122.37	0	0.00	65	$122.37
801350213031	01/21/23	$1.44	31	$44.56	0	0.00	31	$44.56
801351213134	01/21/23	$1.49	532	$792.45	0	0.00	532	$792.45
801353213043	01/21/23	$2.11	50	$105.28	0	0.00	50	$105.28
801354213090	01/21/23	$2.37	271	$641.72	0	0.00	271	$641.72
801355212270	01/21/23	$4.60	2	$9.20	0	0.00	2	$9.20
801356213086	01/21/23	$1.27	43	$54.75	0	0.00	43	$54.75
801357212923	01/21/23	$2.43	27	$65.70	0	0.00	27	$65.70
801358213078	01/21/23	$2.42	112	$270.51	0	0.00	112	$270.51
801359213066	01/21/23	$3.74	229	$856.37	0	0.00	229	$856.37
801361213065	01/21/23	$3.59	363	$1,303.25	0	0.00	363	$1,303.25
801362213063	01/21/23	$4.45	127	$565.28	0	0.00	127	$565.28
801363213062	01/21/23	$4.25	43	$182.70	0	0.00	43	$182.70
801364213066	01/21/23	$4.12	109	$449.44	0	0.00	109	$449.44
801365213057	01/21/23	$4.90	22	$107.74	0	0.00	22	$107.74
801366212556	01/21/23	$1.35	1	$1.35	0	0.00	1	$1.35
801367213008	01/21/23	$4.69	42	$197.00	0	0.00	42	$197.00
801368213060	01/21/23	$5.23	84	$439.54	0	0.00	84	$439.54
801369213127	01/21/23	$5.70	74	$421.43	0	0.00	74	$421.43
801370213127	01/21/23	$6.59	57	$375.56	0	0.00	57	$375.56
801372213134	01/21/23	$4.75	122	$579.27	0	0.00	122	$579.27
801373213124	01/21/23	$5.65	120	$678.37	0	0.00	120	$678.37
801374213133	01/21/23	$5.20	161	$836.46	0	0.00	161	$836.46
801375213131	01/21/23	$5.20	261	$1,356.59	0	0.00	261	$1,356.59
801376212246	01/21/23	$3.72	147	$546.71	0	0.00	147	$546.71
801377213045	01/21/23	$3.83	113	$433.00	0	0.00	113	$433.00
801379212961	01/21/23	$5.39	93	$501.48	0	0.00	93	$501.48
801380212893	01/21/23	$1.65	18	$29.77	0	0.00	18	$29.77
801381213047	01/21/23	$2.33	95	$221.62	0	0.00	95	$221.62
801382213053	01/21/23	$19.75	167	$3,298.00	0	0.00	167	$3,298.00
801383212970	01/21/23	$1.75	20	$35.01	0	0.00	20	$35.01
801384213046	01/21/23	$3.76	114	$429.12	0	0.00	114	$429.12
801385213046	01/21/23	$4.34	179	$776.95	0	0.00	179	$776.95
801387213039	01/21/23	$1.92	50	$95.91	0	0.00	50	$95.91
801388211460	01/21/23	$2.99	3	$8.97	0	0.00	3	$8.97
801389213131	01/21/23	$1.46	85	$124.29	0	0.00	85	$124.29
801391213067	01/21/23	$1.17	8	$9.33	0	0.00	8	$9.33
801392213021	01/21/23	$1.59	14	$22.22	0	0.00	14	$22.22
801393213114	01/21/23	$1.32	26	$34.40	0	0.00	26	$34.40
801395213046	01/21/23	$1.47	6	$8.81	0	0.00	6	$8.81
801396213115	01/21/23	$2.50	54	$134.87	0	0.00	54	$134.87
801397213065	01/21/23	$3.39	348	$1,181.28	0	0.00	348	$1,181.28
801398212883	01/21/23	$2.19	39	$85.56	0	0.00	39	$85.56
801399212782	01/21/23	$2.35	3	$7.05	0	0.00	3	$7.05
801400213087	01/21/23	$3.63	141	$511.35	0	0.00	141	$511.35
801401213056	01/21/23	$1.56	48	$75.03	0	0.00	48	$75.03
801403213102	01/21/23	$1.68	44	$74.02	0	0.00	44	$74.02
801404212693	01/21/23	$2.07	8	$16.57	0	0.00	8	$16.57
801405212135	01/21/23	$3.33	20	$66.61	0	0.00	20	$66.61
801406212984	01/21/23	$6.96	263	$1,831.25	0	0.00	263	$1,831.25
801407213061	01/21/23	$5.33	21	$111.99	0	0.00	21	$111.99

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SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801408213061	01/21/23	$3.61	56	$201.98	0	0.00	56	$201.98
801409212661	01/21/23	$2.17	26	$56.45	0	0.00	26	$56.45
801411212994	01/21/23	$4.01	13	$52.17	0	0.00	13	$52.17
801412213007	01/21/23	$1.60	8	$12.77	0	0.00	8	$12.77
801413213017	01/21/23	$2.85	13	$37.05	0	0.00	13	$37.05
801415211903	01/21/23	$2.94	4	$11.77	0	0.00	4	$11.77
463406221215	01/22/23	$12.06	7	$84.45	0	0.00	7	$84.45
463413221809	01/22/23	$4.60	24	$110.50	0	0.00	24	$110.50
463418221139	01/22/23	$1.00	1	$1.00	0	0.00	1	$1.00
463425220889	01/22/23	$5.00	1	$5.00	0	0.00	1	$5.00
463429221968	01/22/23	$3.89	14	$54.50	0	0.00	14	$54.50
463439221749	01/22/23	$7.79	5	$38.95	0	0.00	5	$38.95
463442221615	01/22/23	$16.67	6	$100.00	0	0.00	6	$100.00
463448221595	01/22/23	$5.75	8	$46.00	0	0.00	8	$46.00
463566221854	01/22/23	$1.00	1	$1.00	0	0.00	1	$1.00
463581221625	01/22/23	$6.30	5	$31.50	0	0.00	5	$31.50
801322223052	01/22/23	$4.37	55	$240.45	0	0.00	55	$240.45
801323223137	01/22/23	$7.38	748	$5,521.74	0	0.00	748	$5,521.74
801324222971	01/22/23	$4.54	201	$911.90	0	0.00	201	$911.90
801325223135	01/22/23	$6.54	825	$5,396.02	0	0.00	825	$5,396.02
801326223088	01/22/23	$5.61	44	$246.94	0	0.00	44	$246.94
801327223134	01/22/23	$5.64	213	$1,200.43	0	0.00	213	$1,200.43
801328223135	01/22/23	$5.69	1,019	$5,798.73	0	0.00	1,019	$5,798.73
801330223135	01/22/23	$4.67	484	$2,262.26	0	0.00	484	$2,262.26
801331223109	01/22/23	$2.43	226	$549.26	0	0.00	226	$549.26
801332223107	01/22/23	$4.02	94	$378.19	0	0.00	94	$378.19
801333223047	01/22/23	$4.40	78	$343.28	0	0.00	78	$343.28
801335222932	01/22/23	$4.43	42	$186.26	0	0.00	42	$186.26
801336223135	01/22/23	$6.30	521	$3,282.05	0	0.00	521	$3,282.05
801338223013	01/22/23	$3.33	29	$96.45	0	0.00	29	$96.45
801339223047	01/22/23	$4.01	434	$1,738.70	0	0.00	434	$1,738.70
801340223136	01/22/23	$7.15	1,425	$10,190.43	0	0.00	1,425	$10,190.43
801341223136	01/22/23	$8.73	977	$8,525.93	0	0.00	977	$8,525.93
801342222769	01/22/23	$4.05	15	$60.70	0	0.00	15	$60.70
801343223134	01/22/23	$1.52	175	$266.75	0	0.00	175	$266.75
801344222159	01/22/23	$1.51	5	$7.57	0	0.00	5	$7.57
801346223120	01/22/23	$1.81	19	$34.35	0	0.00	19	$34.35
801347223004	01/22/23	$1.68	7	$11.75	0	0.00	7	$11.75
801348222211	01/22/23	$1.94	5	$9.71	0	0.00	5	$9.71
801349223082	01/22/23	$1.75	11	$19.20	0	0.00	11	$19.20
801350223032	01/22/23	$2.18	10	$21.80	0	0.00	10	$21.80
801351223135	01/22/23	$1.53	790	$1,209.39	0	0.00	790	$1,209.39
801353223044	01/22/23	$2.63	47	$123.79	0	0.00	47	$123.79
801354223091	01/22/23	$2.18	521	$1,136.92	0	0.00	521	$1,136.92
801355222271	01/22/23	$5.13	3	$15.40	0	0.00	3	$15.40
801356223087	01/22/23	$1.48	30	$44.37	0	0.00	30	$44.37
801357222924	01/22/23	$1.46	42	$61.23	0	0.00	42	$61.23
801358223079	01/22/23	$2.39	168	$401.84	0	0.00	168	$401.84
801359223067	01/22/23	$3.48	333	$1,159.39	0	0.00	333	$1,159.39
801361223066	01/22/23	$3.19	508	$1,621.30	0	0.00	508	$1,621.30
801362223064	01/22/23	$3.94	164	$646.40	0	0.00	164	$646.40
801363223063	01/22/23	$2.96	56	$165.67	0	0.00	56	$165.67
801364223067	01/22/23	$3.98	138	$549.16	0	0.00	138	$549.16
801365223058	01/22/23	$3.52	46	$161.85	0	0.00	46	$161.85
801366222557	01/22/23	$2.85	7	$19.95	0	0.00	7	$19.95
801367223009	01/22/23	$4.59	83	$381.35	0	0.00	83	$381.35
801368223061	01/22/23	$5.46	107	$584.40	0	0.00	107	$584.40

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Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801369223128	01/22/23	$7.35	79	$580.47	0	0.00	79	$580.47
801370223128	01/22/23	$4.99	118	$588.49	0	0.00	118	$588.49
801372223135	01/22/23	$5.51	188	$1,035.33	0	0.00	188	$1,035.33
801373223125	01/22/23	$5.51	216	$1,189.67	0	0.00	216	$1,189.67
801374223134	01/22/23	$5.48	223	$1,221.71	0	0.00	223	$1,221.71
801375223132	01/22/23	$5.67	320	$1,813.26	0	0.00	320	$1,813.26
801376222247	01/22/23	$3.90	108	$421.20	0	0.00	108	$421.20
801377223046	01/22/23	$4.06	205	$832.52	0	0.00	205	$832.52
801379222962	01/22/23	$5.38	90	$483.80	0	0.00	90	$483.80
801380222894	01/22/23	$1.84	70	$128.56	0	0.00	70	$128.56
801381223048	01/22/23	$2.15	136	$292.72	0	0.00	136	$292.72
801382223054	01/22/23	$19.54	229	$4,473.60	0	0.00	229	$4,473.60
801383222971	01/22/23	$2.05	38	$77.97	0	0.00	38	$77.97
801384223047	01/22/23	$3.27	131	$427.99	0	0.00	131	$427.99
801385223047	01/22/23	$4.10	176	$721.64	0	0.00	176	$721.64
801387223040	01/22/23	$1.99	47	$93.38	0	0.00	47	$93.38
801388221461	01/22/23	$2.79	8	$22.35	0	0.00	8	$22.35
801389223132	01/22/23	$1.24	79	$97.89	0	0.00	79	$97.89
801391223068	01/22/23	$0.77	11	$8.52	0	0.00	11	$8.52
801392223022	01/22/23	$1.74	26	$45.35	0	0.00	26	$45.35
801393223115	01/22/23	$1.21	36	$43.73	0	0.00	36	$43.73
801395223047	01/22/23	$2.18	5	$10.88	0	0.00	5	$10.88
801396223116	01/22/23	$1.93	156	$301.15	0	0.00	156	$301.15
801397223066	01/22/23	$3.37	384	$1,292.49	0	0.00	384	$1,292.49
801398222884	01/22/23	$2.34	88	$205.54	0	0.00	88	$205.54
801400223088	01/22/23	$3.17	189	$598.46	0	0.00	189	$598.46
801401223057	01/22/23	$3.54	4	$14.16	0	0.00	4	$14.16
801403223103	01/22/23	$1.93	19	$36.75	0	0.00	19	$36.75
801404222694	01/22/23	$2.23	29	$64.73	0	0.00	29	$64.73
801405222136	01/22/23	$2.96	45	$133.09	0	0.00	45	$133.09
801406222985	01/22/23	$19.88	200	$3,976.85	0	0.00	200	$3,976.85
801407223062	01/22/23	$4.23	42	$177.65	0	0.00	42	$177.65
801408223062	01/22/23	$3.32	64	$212.47	0	0.00	64	$212.47
801409222662	01/22/23	$1.75	9	$15.78	0	0.00	9	$15.78
801411222995	01/22/23	$6.31	11	$69.45	0	0.00	11	$69.45
801412223008	01/22/23	$1.63	10	$16.28	0	0.00	10	$16.28
801413223018	01/22/23	$4.65	19	$88.33	0	0.00	19	$88.33
801415221904	01/22/23	$1.17	2	$2.33	0	0.00	2	$2.33
463406231216	01/23/23	$7.50	1	$7.50	0	0.00	1	$7.50
463413231810	01/23/23	$4.23	30	$126.95	0	0.00	30	$126.95
463425230890	01/23/23	$0.45	1	$0.45	0	0.00	1	$0.45
463429231969	01/23/23	$2.11	14	$29.50	0	0.00	14	$29.50
463439231750	01/23/23	$5.63	4	$22.50	0	0.00	4	$22.50
463442231616	01/23/23	$13.25	6	$79.50	0	0.00	6	$79.50
463448231596	01/23/23	$7.50	6	$45.00	0	0.00	6	$45.00
463581231626	01/23/23	$5.00	7	$35.00	0	0.00	7	$35.00
801322233053	01/23/23	$3.90	59	$230.25	0	0.00	59	$230.25
801323233138	01/23/23	$7.30	751	$5,485.02	0	0.00	751	$5,485.02
801324232972	01/23/23	$4.47	215	$961.45	0	0.00	215	$961.45
801325233136	01/23/23	$6.46	795	$5,133.17	0	0.00	795	$5,133.17
801326233089	01/23/23	$4.12	49	$201.76	0	0.00	49	$201.76
801327233135	01/23/23	$5.13	175	$898.51	0	0.00	175	$898.51
801328233136	01/23/23	$5.86	859	$5,029.84	0	0.00	859	$5,029.84
801330233136	01/23/23	$4.84	451	$2,182.09	0	0.00	451	$2,182.09
801331233110	01/23/23	$2.36	199	$469.50	0	0.00	199	$469.50
801332233108	01/23/23	$3.58	54	$193.06	0	0.00	54	$193.06
801333233048	01/23/23	$4.46	66	$294.48	0	0.00	66	$294.48

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			Items	Amount	Items	Amount	Items	Amount
801335232933	01/23/23	$3.81	44	$167.85	0	0.00	44	$167.85
801336233136	01/23/23	$6.57	391	$2,569.93	0	0.00	391	$2,569.93
801338233014	01/23/23	$3.40	30	$102.05	0	0.00	30	$102.05
801339233048	01/23/23	$3.82	378	$1,445.59	0	0.00	378	$1,445.59
801340233137	01/23/23	$7.01	1,456	$10,213.59	0	0.00	1,456	$10,213.59
801341233137	01/23/23	$7.69	973	$7,481.50	0	0.00	973	$7,481.50
801342232770	01/23/23	$2.97	17	$50.45	0	0.00	17	$50.45
801343233135	01/23/23	$1.54	170	$262.08	0	0.00	170	$262.08
801344232160	01/23/23	$1.65	3	$4.95	0	0.00	3	$4.95
801346233121	01/23/23	$1.26	23	$29.06	0	0.00	23	$29.06
801347233005	01/23/23	$1.41	7	$9.89	0	0.00	7	$9.89
801348232212	01/23/23	$1.54	4	$6.15	0	0.00	4	$6.15
801349233083	01/23/23	$1.68	6	$10.10	0	0.00	6	$10.10
801350233033	01/23/23	$1.48	17	$25.16	0	0.00	17	$25.16
801351233136	01/23/23	$1.66	786	$1,300.95	0	0.00	786	$1,300.95
801353233045	01/23/23	$2.46	52	$128.08	0	0.00	52	$128.08
801354233092	01/23/23	$2.44	567	$1,381.05	0	0.00	567	$1,381.05
801355232272	01/23/23	$3.51	5	$17.56	0	0.00	5	$17.56
801356233088	01/23/23	$2.01	16	$32.17	0	0.00	16	$32.17
801357232925	01/23/23	$2.13	16	$34.04	0	0.00	16	$34.04
801358233080	01/23/23	$2.70	196	$528.77	0	0.00	196	$528.77
801359233068	01/23/23	$3.55	262	$930.43	0	0.00	262	$930.43
801361233067	01/23/23	$3.57	381	$1,359.44	0	0.00	381	$1,359.44
801362233065	01/23/23	$4.50	116	$521.77	0	0.00	116	$521.77
801363233064	01/23/23	$4.86	38	$184.55	0	0.00	38	$184.55
801364233068	01/23/23	$2.99	109	$326.36	0	0.00	109	$326.36
801365233059	01/23/23	$3.61	50	$180.68	0	0.00	50	$180.68
801366232558	01/23/23	$2.90	9	$26.10	0	0.00	9	$26.10
801367233010	01/23/23	$5.06	73	$369.70	0	0.00	73	$369.70
801368233062	01/23/23	$4.60	113	$519.55	0	0.00	113	$519.55
801369233129	01/23/23	$6.90	77	$531.44	0	0.00	77	$531.44
801370233129	01/23/23	$6.78	90	$610.35	0	0.00	90	$610.35
801372233136	01/23/23	$4.47	172	$768.26	0	0.00	172	$768.26
801373233126	01/23/23	$4.96	160	$792.97	0	0.00	160	$792.97
801374233135	01/23/23	$5.50	166	$913.68	0	0.00	166	$913.68
801375233133	01/23/23	$5.51	245	$1,350.72	0	0.00	245	$1,350.72
801376232248	01/23/23	$4.38	87	$381.18	0	0.00	87	$381.18
801377233047	01/23/23	$4.10	139	$570.24	0	0.00	139	$570.24
801379232963	01/23/23	$4.72	85	$401.30	0	0.00	85	$401.30
801380232895	01/23/23	$1.94	47	$91.21	0	0.00	47	$91.21
801381233049	01/23/23	$2.29	137	$313.76	0	0.00	137	$313.76
801382233055	01/23/23	$19.11	220	$4,204.25	0	0.00	220	$4,204.25
801383232972	01/23/23	$1.96	35	$68.43	0	0.00	35	$68.43
801384233048	01/23/23	$3.05	127	$387.41	0	0.00	127	$387.41
801385233048	01/23/23	$4.09	135	$552.35	0	0.00	135	$552.35
801387233041	01/23/23	$2.29	57	$130.46	0	0.00	57	$130.46
801388231462	01/23/23	$1.93	3	$5.80	0	0.00	3	$5.80
801389233133	01/23/23	$1.92	31	$59.51	0	0.00	31	$59.51
801391233069	01/23/23	$1.57	6	$9.42	0	0.00	6	$9.42
801392233023	01/23/23	$1.47	19	$27.87	0	0.00	19	$27.87
801393233116	01/23/23	$1.25	23	$28.73	0	0.00	23	$28.73
801395233048	01/23/23	$7.68	3	$23.05	0	0.00	3	$23.05
801396233117	01/23/23	$2.22	197	$437.36	0	0.00	197	$437.36
801397233067	01/23/23	$3.74	329	$1,228.88	0	0.00	329	$1,228.88
801398232885	01/23/23	$2.60	147	$382.31	0	0.00	147	$382.31
801399232783	01/23/23	$1.55	5	$7.75	0	0.00	5	$7.75
801400233089	01/23/23	$3.07	186	$570.89	0	0.00	186	$570.89

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SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801401233058	01/23/23	$2.03	20	$40.66	0	0.00	20	$40.66
801403233104	01/23/23	$1.71	30	$51.25	0	0.00	30	$51.25
801404232695	01/23/23	$2.58	23	$59.41	0	0.00	23	$59.41
801405232137	01/23/23	$3.03	65	$196.81	0	0.00	65	$196.81
801406232986	01/23/23	$20.35	196	$3,988.60	0	0.00	196	$3,988.60
801407233063	01/23/23	$4.52	41	$185.13	0	0.00	41	$185.13
801408233063	01/23/23	$3.06	52	$159.16	0	0.00	52	$159.16
801409232663	01/23/23	$2.04	31	$63.31	0	0.00	31	$63.31
801411232996	01/23/23	$4.52	27	$122.03	0	0.00	27	$122.03
801412233009	01/23/23	$2.07	14	$28.95	0	0.00	14	$28.95
801413233019	01/23/23	$3.14	10	$31.42	0	0.00	10	$31.42
801415231905	01/23/23	$1.69	8	$13.52	0	0.00	8	$13.52
463413241811	01/24/23	$3.36	7	$23.50	0	0.00	7	$23.50
463418241140	01/24/23	$5.00	1	$5.00	0	0.00	1	$5.00
463429241970	01/24/23	$5.92	20	$118.45	0	0.00	20	$118.45
463439241751	01/24/23	$7.75	2	$15.50	0	0.00	2	$15.50
463442241617	01/24/23	$8.50	3	$25.50	0	0.00	3	$25.50
463448241597	01/24/23	$2.42	6	$14.50	0	0.00	6	$14.50
463566241855	01/24/23	$8.04	24	$193.00	0	0.00	24	$193.00
463581241627	01/24/23	$7.81	8	$62.45	0	0.00	8	$62.45
801322243054	01/24/23	$3.93	35	$137.70	0	0.00	35	$137.70
801323243139	01/24/23	$6.32	555	$3,505.00	0	0.00	555	$3,505.00
801324242973	01/24/23	$4.94	139	$686.36	0	0.00	139	$686.36
801325243137	01/24/23	$6.10	449	$2,738.77	0	0.00	449	$2,738.77
801326243090	01/24/23	$3.60	30	$107.92	0	0.00	30	$107.92
801327243136	01/24/23	$5.44	139	$755.70	0	0.00	139	$755.70
801328243137	01/24/23	$4.85	780	$3,784.18	0	0.00	780	$3,784.18
801330243137	01/24/23	$4.31	394	$1,699.79	0	0.00	394	$1,699.79
801331243111	01/24/23	$1.84	208	$383.31	0	0.00	208	$383.31
801332243109	01/24/23	$4.67	47	$219.62	0	0.00	47	$219.62
801333243049	01/24/23	$5.20	42	$218.45	0	0.00	42	$218.45
801334242483	01/24/23	$2.30	2	$4.60	0	0.00	2	$4.60
801335242934	01/24/23	$3.43	32	$109.85	0	0.00	32	$109.85
801336243137	01/24/23	$5.42	256	$1,387.58	0	0.00	256	$1,387.58
801338243015	01/24/23	$2.70	19	$51.31	0	0.00	19	$51.31
801339243049	01/24/23	$4.09	209	$855.59	0	0.00	209	$855.59
801340243138	01/24/23	$7.19	868	$6,240.59	0	0.00	868	$6,240.59
801341243138	01/24/23	$7.60	809	$6,145.85	0	0.00	809	$6,145.85
801342242771	01/24/23	$3.98	8	$31.80	0	0.00	8	$31.80
801343243136	01/24/23	$1.28	355	$455.42	0	0.00	355	$455.42
801344242161	01/24/23	$1.64	6	$9.83	0	0.00	6	$9.83
801346243122	01/24/23	$1.12	63	$70.85	0	0.00	63	$70.85
801347243006	01/24/23	$1.75	37	$64.59	0	0.00	37	$64.59
801348242213	01/24/23	$1.35	1	$1.35	0	0.00	1	$1.35
801349243084	01/24/23	$1.61	95	$152.69	0	0.00	95	$152.69
801350243034	01/24/23	$1.31	51	$66.60	0	0.00	51	$66.60
801351243137	01/24/23	$1.44	455	$655.21	0	0.00	455	$655.21
801353243046	01/24/23	$2.93	35	$102.66	0	0.00	35	$102.66
801354243093	01/24/23	$2.33	204	$475.21	0	0.00	204	$475.21
801355242273	01/24/23	$5.06	2	$10.11	0	0.00	2	$10.11
801356243089	01/24/23	$1.25	41	$51.08	0	0.00	41	$51.08
801357242926	01/24/23	$3.30	9	$29.71	0	0.00	9	$29.71
801358243081	01/24/23	$2.29	112	$256.74	0	0.00	112	$256.74
801359243069	01/24/23	$3.38	174	$588.71	0	0.00	174	$588.71
801361243068	01/24/23	$3.46	277	$959.37	0	0.00	277	$959.37
801362243066	01/24/23	$3.55	87	$309.27	0	0.00	87	$309.27
801363243065	01/24/23	$4.60	34	$156.36	0	0.00	34	$156.36

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SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801364243069	01/24/23	$3.48	101	$351.71	0	0.00	101	$351.71
801365243060	01/24/23	$4.81	30	$144.18	0	0.00	30	$144.18
801366242559	01/24/23	$6.35	1	$6.35	0	0.00	1	$6.35
801367243011	01/24/23	$4.76	32	$152.35	0	0.00	32	$152.35
801368243063	01/24/23	$5.27	54	$284.40	0	0.00	54	$284.40
801369243130	01/24/23	$7.76	57	$442.23	0	0.00	57	$442.23
801370243130	01/24/23	$6.92	51	$352.73	0	0.00	51	$352.73
801372243137	01/24/23	$4.43	91	$403.58	0	0.00	91	$403.58
801373243127	01/24/23	$4.54	106	$481.09	0	0.00	106	$481.09
801374243136	01/24/23	$5.66	101	$571.23	0	0.00	101	$571.23
801375243134	01/24/23	$5.35	223	$1,194.04	0	0.00	223	$1,194.04
801376242249	01/24/23	$4.17	62	$258.80	0	0.00	62	$258.80
801377243048	01/24/23	$4.27	66	$281.78	0	0.00	66	$281.78
801379242964	01/24/23	$5.51	72	$396.95	0	0.00	72	$396.95
801380242896	01/24/23	$1.56	12	$18.68	0	0.00	12	$18.68
801381243050	01/24/23	$2.24	116	$260.11	0	0.00	116	$260.11
801382243056	01/24/23	$19.45	127	$2,469.55	0	0.00	127	$2,469.55
801383242973	01/24/23	$2.04	20	$40.80	0	0.00	20	$40.80
801384243049	01/24/23	$3.30	111	$366.32	0	0.00	111	$366.32
801385243049	01/24/23	$4.34	91	$395.12	0	0.00	91	$395.12
801387243042	01/24/23	$1.85	37	$68.53	0	0.00	37	$68.53
801389243134	01/24/23	$1.45	100	$144.62	0	0.00	100	$144.62
801391243070	01/24/23	$0.81	7	$5.65	0	0.00	7	$5.65
801392243024	01/24/23	$1.32	16	$21.07	0	0.00	16	$21.07
801393243117	01/24/23	$1.33	24	$31.90	0	0.00	24	$31.90
801395243049	01/24/23	$0.98	4	$3.90	0	0.00	4	$3.90
801396243118	01/24/23	$1.77	45	$79.73	0	0.00	45	$79.73
801397243068	01/24/23	$2.83	291	$824.40	0	0.00	291	$824.40
801398242886	01/24/23	$2.46	48	$117.96	0	0.00	48	$117.96
801399242784	01/24/23	$1.77	3	$5.30	0	0.00	3	$5.30
801400243090	01/24/23	$3.41	147	$501.43	0	0.00	147	$501.43
801401243059	01/24/23	$1.71	50	$85.48	0	0.00	50	$85.48
801403243105	01/24/23	$1.82	36	$65.51	0	0.00	36	$65.51
801404242696	01/24/23	$2.49	18	$44.77	0	0.00	18	$44.77
801405242138	01/24/23	$2.91	23	$66.93	0	0.00	23	$66.93
801406242987	01/24/23	$4.87	295	$1,436.95	0	0.00	295	$1,436.95
801407243064	01/24/23	$6.55	28	$183.26	0	0.00	28	$183.26
801408243064	01/24/23	$3.04	35	$106.25	0	0.00	35	$106.25
801409242664	01/24/23	$2.45	29	$71.15	0	0.00	29	$71.15
801411242997	01/24/23	$7.16	19	$136.00	0	0.00	19	$136.00
801412243010	01/24/23	$1.21	7	$8.44	0	0.00	7	$8.44
801413243020	01/24/23	$4.10	11	$45.10	0	0.00	11	$45.10
801415241906	01/24/23	$1.10	1	$1.10	0	0.00	1	$1.10
463413251812	01/25/23	$4.50	11	$49.50	0	0.00	11	$49.50
463418251141	01/25/23	$5.25	2	$10.50	0	0.00	2	$10.50
463429251971	01/25/23	$4.31	32	$137.95	0	0.00	32	$137.95
463439251752	01/25/23	$5.75	2	$11.50	0	0.00	2	$11.50
463442251618	01/25/23	$2.50	1	$2.50	0	0.00	1	$2.50
463448251598	01/25/23	$4.35	13	$56.50	0	0.00	13	$56.50
463566251856	01/25/23	$7.17	29	$208.00	0	0.00	29	$208.00
463581251628	01/25/23	$2.33	3	$7.00	0	0.00	3	$7.00
801322253055	01/25/23	$2.91	33	$96.04	0	0.00	33	$96.04
801323253140	01/25/23	$6.53	498	$3,251.91	0	0.00	498	$3,251.91
801324252974	01/25/23	$4.25	110	$467.96	0	0.00	110	$467.96
801325253138	01/25/23	$5.43	470	$2,550.31	0	0.00	470	$2,550.31
801326253091	01/25/23	$4.06	27	$109.65	0	0.00	27	$109.65
801327253137	01/25/23	$5.87	143	$838.93	0	0.00	143	$838.93

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YOUR CARD PROCESSING STATEMENT

Merchant Number	275173125889
Customer Service	Website - Phone - 1-800-432-7628

Statement Period 01/01/23 - 01/31/23

SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801328253138	01/25/23	$4.87	801	$3,904.83	0	0.00	801	$3,904.83
801330253138	01/25/23	$4.59	412	$1,891.93	0	0.00	412	$1,891.93
801331253112	01/25/23	$1.72	175	$301.34	0	0.00	175	$301.34
801332253110	01/25/23	$4.16	62	$257.99	0	0.00	62	$257.99
801333253050	01/25/23	$5.33	46	$245.12	0	0.00	46	$245.12
801335252935	01/25/23	$2.97	44	$130.78	0	0.00	44	$130.78
801336253138	01/25/23	$5.99	232	$1,388.80	0	0.00	232	$1,388.80
801338253016	01/25/23	$3.43	20	$68.50	0	0.00	20	$68.50
801339253050	01/25/23	$4.12	183	$754.83	0	0.00	183	$754.83
801340253139	01/25/23	$6.34	747	$4,733.00	0	0.00	747	$4,733.00
801341253139	01/25/23	$7.91	739	$5,847.50	0	0.00	739	$5,847.50
801342252772	01/25/23	$3.10	6	$18.60	0	0.00	6	$18.60
801343253137	01/25/23	$1.26	379	$477.91	0	0.00	379	$477.91
801344252162	01/25/23	$1.45	10	$14.47	0	0.00	10	$14.47
801346253123	01/25/23	$1.35	43	$57.85	0	0.00	43	$57.85
801347253007	01/25/23	$2.17	33	$71.71	0	0.00	33	$71.71
801349253085	01/25/23	$1.86	69	$128.26	0	0.00	69	$128.26
801350253035	01/25/23	$1.61	60	$96.64	0	0.00	60	$96.64
801351253138	01/25/23	$1.34	460	$617.50	0	0.00	460	$617.50
801353253047	01/25/23	$2.34	34	$79.65	0	0.00	34	$79.65
801354253094	01/25/23	$2.20	171	$375.41	0	0.00	171	$375.41
801355252274	01/25/23	$4.76	4	$19.04	0	0.00	4	$19.04
801356253090	01/25/23	$1.04	45	$46.95	0	0.00	45	$46.95
801357252927	01/25/23	$2.50	14	$34.95	0	0.00	14	$34.95
801358253082	01/25/23	$2.25	63	$141.49	0	0.00	63	$141.49
801359253070	01/25/23	$3.11	202	$628.56	0	0.00	202	$628.56
801361253069	01/25/23	$3.15	375	$1,179.95	0	0.00	375	$1,179.95
801362253067	01/25/23	$4.26	86	$366.50	0	0.00	86	$366.50
801363253066	01/25/23	$4.56	39	$177.92	0	0.00	39	$177.92
801364253070	01/25/23	$3.22	136	$437.42	0	0.00	136	$437.42
801365253061	01/25/23	$2.79	38	$106.05	0	0.00	38	$106.05
801366252560	01/25/23	$4.35	2	$8.70	0	0.00	2	$8.70
801367253012	01/25/23	$4.58	47	$215.40	0	0.00	47	$215.40
801368253064	01/25/23	$6.22	59	$367.20	0	0.00	59	$367.20
801369253131	01/25/23	$5.63	54	$303.77	0	0.00	54	$303.77
801370253131	01/25/23	$5.81	43	$249.63	0	0.00	43	$249.63
801372253138	01/25/23	$5.29	80	$423.35	0	0.00	80	$423.35
801373253128	01/25/23	$4.87	94	$457.44	0	0.00	94	$457.44
801374253137	01/25/23	$5.25	115	$603.99	0	0.00	115	$603.99
801375253135	01/25/23	$4.46	193	$860.77	0	0.00	193	$860.77
801376252250	01/25/23	$4.45	79	$351.60	0	0.00	79	$351.60
801377253049	01/25/23	$3.87	50	$193.65	0	0.00	50	$193.65
801379252965	01/25/23	$3.98	67	$266.95	0	0.00	67	$266.95
801380252897	01/25/23	$1.53	16	$24.50	0	0.00	16	$24.50
801381253051	01/25/23	$2.07	107	$221.65	0	0.00	107	$221.65
801382253057	01/25/23	$19.08	147	$2,804.85	0	0.00	147	$2,804.85
801383252974	01/25/23	$2.04	15	$30.59	0	0.00	15	$30.59
801384253050	01/25/23	$3.44	110	$377.98	0	0.00	110	$377.98
801385253050	01/25/23	$4.10	96	$393.80	0	0.00	96	$393.80
801387253043	01/25/23	$2.31	36	$83.02	0	0.00	36	$83.02
801389253135	01/25/23	$1.64	91	$149.05	0	0.00	91	$149.05
801391253071	01/25/23	$1.01	15	$15.20	0	0.00	15	$15.20
801392253025	01/25/23	$1.20	13	$15.60	0	0.00	13	$15.60
801393253118	01/25/23	$1.36	23	$31.31	0	0.00	23	$31.31
801395253050	01/25/23	$1.00	5	$5.00	0	0.00	5	$5.00
801396253119	01/25/23	$2.04	56	$114.14	0	0.00	56	$114.14
801397253069	01/25/23	$3.34	251	$838.55	0	0.00	251	$838.55

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SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801398252887	01/25/23	$2.67	30	$80.19	0	0.00	30	$80.19
801399252785	01/25/23	$4.35	2	$8.70	0	0.00	2	$8.70
801400253091	01/25/23	$3.72	140	$520.78	0	0.00	140	$520.78
801401253060	01/25/23	$2.79	38	$105.87	0	0.00	38	$105.87
801403253106	01/25/23	$1.76	38	$66.70	0	0.00	38	$66.70
801404252697	01/25/23	$2.67	11	$29.32	0	0.00	11	$29.32
801405252139	01/25/23	$2.21	16	$35.37	0	0.00	16	$35.37
801406252988	01/25/23	$4.41	269	$1,185.85	0	0.00	269	$1,185.85
801407253065	01/25/23	$6.02	29	$174.72	0	0.00	29	$174.72
801408253065	01/25/23	$3.18	33	$104.95	0	0.00	33	$104.95
801409252665	01/25/23	$2.98	39	$116.33	0	0.00	39	$116.33
801411252998	01/25/23	$4.71	13	$61.26	0	0.00	13	$61.26
801412253011	01/25/23	$1.40	11	$15.42	0	0.00	11	$15.42
801413253021	01/25/23	$3.45	12	$41.44	0	0.00	12	$41.44
801415251907	01/25/23	$2.18	5	$10.92	0	0.00	5	$10.92
463413261813	01/26/23	$4.89	9	$44.00	0	0.00	9	$44.00
463418261142	01/26/23	$3.75	2	$7.50	0	0.00	2	$7.50
463429261972	01/26/23	$5.33	21	$111.95	0	0.00	21	$111.95
463439261753	01/26/23	$3.75	2	$7.50	0	0.00	2	$7.50
463442261619	01/26/23	$1.00	1	$1.00	0	0.00	1	$1.00
463448261599	01/26/23	$4.75	10	$47.50	0	0.00	10	$47.50
463566261857	01/26/23	$7.07	30	$212.00	0	0.00	30	$212.00
463581261629	01/26/23	$3.21	7	$22.50	0	0.00	7	$22.50
801322263056	01/26/23	$2.93	31	$90.80	0	0.00	31	$90.80
801323263141	01/26/23	$6.93	521	$3,612.46	0	0.00	521	$3,612.46
801324262975	01/26/23	$5.22	121	$631.11	0	0.00	121	$631.11
801325263139	01/26/23	$5.74	515	$2,954.35	0	0.00	515	$2,954.35
801326263092	01/26/23	$3.81	28	$106.62	0	0.00	28	$106.62
801327263138	01/26/23	$4.51	133	$599.17	0	0.00	133	$599.17
801328263139	01/26/23	$5.12	769	$3,936.99	0	0.00	769	$3,936.99
801330263139	01/26/23	$4.58	427	$1,954.76	0	0.00	427	$1,954.76
801331263113	01/26/23	$1.73	197	$340.90	0	0.00	197	$340.90
801332263111	01/26/23	$4.86	37	$179.91	0	0.00	37	$179.91
801333263051	01/26/23	$4.58	42	$192.47	0	0.00	42	$192.47
801335262936	01/26/23	$3.14	31	$97.40	0	0.00	31	$97.40
801336263139	01/26/23	$6.16	270	$1,664.07	0	0.00	270	$1,664.07
801338263017	01/26/23	$3.28	25	$82.05	0	0.00	25	$82.05
801339263051	01/26/23	$3.91	250	$976.85	0	0.00	250	$976.85
801340263140	01/26/23	$7.30	904	$6,600.69	0	0.00	904	$6,600.69
801341263140	01/26/23	$8.12	707	$5,742.83	0	0.00	707	$5,742.83
801342262773	01/26/23	$3.04	13	$39.50	0	0.00	13	$39.50
801343263138	01/26/23	$1.24	380	$472.88	0	0.00	380	$472.88
801344262163	01/26/23	$1.35	2	$2.69	0	0.00	2	$2.69
801346263124	01/26/23	$1.04	40	$41.44	0	0.00	40	$41.44
801347263008	01/26/23	$2.08	48	$99.78	0	0.00	48	$99.78
801348262214	01/26/23	$4.39	4	$17.55	0	0.00	4	$17.55
801349263086	01/26/23	$1.74	111	$193.46	0	0.00	111	$193.46
801350263036	01/26/23	$1.67	58	$96.99	0	0.00	58	$96.99
801351263139	01/26/23	$1.44	459	$661.16	0	0.00	459	$661.16
801353263048	01/26/23	$2.56	44	$112.44	0	0.00	44	$112.44
801354263095	01/26/23	$2.11	227	$478.38	0	0.00	227	$478.38
801355262275	01/26/23	$4.22	5	$21.12	0	0.00	5	$21.12
801356263091	01/26/23	$1.11	39	$43.43	0	0.00	39	$43.43
801357262928	01/26/23	$2.71	20	$54.10	0	0.00	20	$54.10
801358263083	01/26/23	$2.20	97	$213.56	0	0.00	97	$213.56
801359263071	01/26/23	$3.61	222	$800.64	0	0.00	222	$800.64
801361263070	01/26/23	$3.28	341	$1,117.71	0	0.00	341	$1,117.71

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SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801362263068	01/26/23	$4.09	82	$335.59	0	0.00	82	$335.59
801363263067	01/26/23	$3.91	46	$179.99	0	0.00	46	$179.99
801364263071	01/26/23	$3.46	130	$450.31	0	0.00	130	$450.31
801365263062	01/26/23	$3.93	37	$145.40	0	0.00	37	$145.40
801366262561	01/26/23	$2.35	2	$4.70	0	0.00	2	$4.70
801367263013	01/26/23	$5.41	46	$248.75	0	0.00	46	$248.75
801368263065	01/26/23	$5.63	61	$343.40	0	0.00	61	$343.40
801369263132	01/26/23	$5.73	48	$275.14	0	0.00	48	$275.14
801370263132	01/26/23	$6.24	61	$380.91	0	0.00	61	$380.91
801372263139	01/26/23	$5.25	98	$514.14	0	0.00	98	$514.14
801373263129	01/26/23	$5.49	104	$570.61	0	0.00	104	$570.61
801374263138	01/26/23	$5.36	168	$901.21	0	0.00	168	$901.21
801375263136	01/26/23	$5.29	222	$1,175.16	0	0.00	222	$1,175.16
801376262251	01/26/23	$4.31	87	$375.34	0	0.00	87	$375.34
801377263050	01/26/23	$3.88	66	$256.19	0	0.00	66	$256.19
801379262966	01/26/23	$5.08	65	$330.15	0	0.00	65	$330.15
801380262898	01/26/23	$2.08	14	$29.17	0	0.00	14	$29.17
801381263052	01/26/23	$2.27	103	$233.32	0	0.00	103	$233.32
801382263058	01/26/23	$19.15	143	$2,737.75	0	0.00	143	$2,737.75
801383262975	01/26/23	$2.00	13	$26.06	0	0.00	13	$26.06
801384263051	01/26/23	$3.27	138	$451.85	0	0.00	138	$451.85
801385263051	01/26/23	$4.03	146	$587.92	0	0.00	146	$587.92
801387263044	01/26/23	$2.10	46	$96.74	0	0.00	46	$96.74
801388261463	01/26/23	$3.71	1	$3.71	0	0.00	1	$3.71
801389263136	01/26/23	$1.42	111	$157.47	0	0.00	111	$157.47
801391263072	01/26/23	$1.45	14	$20.23	0	0.00	14	$20.23
801392263026	01/26/23	$1.79	14	$25.10	0	0.00	14	$25.10
801393263119	01/26/23	$1.26	17	$21.34	0	0.00	17	$21.34
801395263051	01/26/23	$1.02	3	$3.05	0	0.00	3	$3.05
801396263120	01/26/23	$2.47	83	$205.27	0	0.00	83	$205.27
801397263070	01/26/23	$3.41	278	$946.87	0	0.00	278	$946.87
801398262888	01/26/23	$1.94	32	$61.93	0	0.00	32	$61.93
801399262786	01/26/23	$1.19	2	$2.37	0	0.00	2	$2.37
801400263092	01/26/23	$2.91	182	$529.95	0	0.00	182	$529.95
801401263061	01/26/23	$1.71	34	$58.13	0	0.00	34	$58.13
801403263107	01/26/23	$1.71	52	$88.85	0	0.00	52	$88.85
801404262698	01/26/23	$2.41	12	$28.91	0	0.00	12	$28.91
801405262140	01/26/23	$2.78	16	$44.44	0	0.00	16	$44.44
801406262989	01/26/23	$4.43	324	$1,435.45	0	0.00	324	$1,435.45
801407263066	01/26/23	$5.12	43	$220.16	0	0.00	43	$220.16
801408263066	01/26/23	$3.55	29	$103.00	0	0.00	29	$103.00
801409262666	01/26/23	$2.77	32	$88.60	0	0.00	32	$88.60
801411262999	01/26/23	$5.27	5	$26.36	0	0.00	5	$26.36
801412263012	01/26/23	$1.72	13	$22.38	0	0.00	13	$22.38
801413263022	01/26/23	$3.29	19	$62.60	0	0.00	19	$62.60
801415261908	01/26/23	$2.10	1	$2.10	0	0.00	1	$2.10
463413271814	01/27/23	$4.17	12	$50.00	0	0.00	12	$50.00
463429271973	01/27/23	$4.39	32	$140.45	0	0.00	32	$140.45
463442271620	01/27/23	$6.50	1	$6.50	0	0.00	1	$6.50
463448271600	01/27/23	$3.64	7	$25.50	0	0.00	7	$25.50
463566271858	01/27/23	$7.47	29	$216.50	0	0.00	29	$216.50
463581271630	01/27/23	$8.00	4	$32.00	0	0.00	4	$32.00
801322273057	01/27/23	$3.02	23	$69.38	0	0.00	23	$69.38
801323273142	01/27/23	$6.90	525	$3,620.59	0	0.00	525	$3,620.59
801324272976	01/27/23	$4.43	124	$549.40	0	0.00	124	$549.40
801325273140	01/27/23	$6.40	520	$3,329.04	0	0.00	520	$3,329.04
801326273093	01/27/23	$4.11	26	$106.78	0	0.00	26	$106.78

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SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801327273139	01/27/23	$5.23	132	$690.03	0	0.00	132	$690.03
801328273140	01/27/23	$5.18	794	$4,114.57	0	0.00	794	$4,114.57
801330273140	01/27/23	$4.63	409	$1,892.95	0	0.00	409	$1,892.95
801331273114	01/27/23	$2.04	180	$367.32	0	0.00	180	$367.32
801332273112	01/27/23	$4.13	55	$227.06	0	0.00	55	$227.06
801333273052	01/27/23	$6.81	32	$217.80	0	0.00	32	$217.80
801334272484	01/27/23	$20.35	1	$20.35	0	0.00	1	$20.35
801335272937	01/27/23	$3.65	49	$178.70	0	0.00	49	$178.70
801336273140	01/27/23	$5.93	342	$2,026.96	0	0.00	342	$2,026.96
801338273018	01/27/23	$3.74	18	$67.30	0	0.00	18	$67.30
801339273052	01/27/23	$3.83	285	$1,091.01	0	0.00	285	$1,091.01
801340273141	01/27/23	$6.82	884	$6,031.95	0	0.00	884	$6,031.95
801341273141	01/27/23	$7.95	782	$6,214.24	0	0.00	782	$6,214.24
801342272774	01/27/23	$2.55	10	$25.50	0	0.00	10	$25.50
801343273139	01/27/23	$1.28	350	$447.26	0	0.00	350	$447.26
801344272164	01/27/23	$1.41	6	$8.43	0	0.00	6	$8.43
801346273125	01/27/23	$1.13	48	$54.14	0	0.00	48	$54.14
801347273009	01/27/23	$2.32	33	$76.58	0	0.00	33	$76.58
801348272215	01/27/23	$1.37	4	$5.48	0	0.00	4	$5.48
801349273087	01/27/23	$2.17	67	$145.68	0	0.00	67	$145.68
801350273037	01/27/23	$1.67	55	$91.95	0	0.00	55	$91.95
801351273140	01/27/23	$1.42	539	$765.50	0	0.00	539	$765.50
801353273049	01/27/23	$2.91	31	$90.22	0	0.00	31	$90.22
801354273096	01/27/23	$2.10	224	$469.44	0	0.00	224	$469.44
801355272276	01/27/23	$6.01	1	$6.01	0	0.00	1	$6.01
801356273092	01/27/23	$1.23	36	$44.36	0	0.00	36	$44.36
801357272929	01/27/23	$3.16	16	$50.51	0	0.00	16	$50.51
801358273084	01/27/23	$2.29	86	$196.91	0	0.00	86	$196.91
801359273072	01/27/23	$3.30	251	$827.44	0	0.00	251	$827.44
801361273071	01/27/23	$3.25	343	$1,113.91	0	0.00	343	$1,113.91
801362273069	01/27/23	$4.17	108	$450.11	0	0.00	108	$450.11
801363273068	01/27/23	$3.17	46	$145.74	0	0.00	46	$145.74
801364273072	01/27/23	$3.69	119	$439.13	0	0.00	119	$439.13
801365273063	01/27/23	$3.71	31	$115.16	0	0.00	31	$115.16
801366272562	01/27/23	$1.85	2	$3.70	0	0.00	2	$3.70
801367273014	01/27/23	$6.06	36	$218.25	0	0.00	36	$218.25
801368273066	01/27/23	$6.76	63	$425.85	0	0.00	63	$425.85
801369273133	01/27/23	$6.96	74	$514.68	0	0.00	74	$514.68
801370273133	01/27/23	$4.92	56	$275.62	0	0.00	56	$275.62
801372273140	01/27/23	$4.61	86	$396.50	0	0.00	86	$396.50
801373273130	01/27/23	$4.90	130	$636.43	0	0.00	130	$636.43
801374273139	01/27/23	$5.48	145	$795.16	0	0.00	145	$795.16
801375273137	01/27/23	$5.14	225	$1,155.45	0	0.00	225	$1,155.45
801376272252	01/27/23	$4.60	112	$515.16	0	0.00	112	$515.16
801377273051	01/27/23	$4.30	88	$378.50	0	0.00	88	$378.50
801379272967	01/27/23	$5.79	87	$503.85	0	0.00	87	$503.85
801380272899	01/27/23	$1.70	19	$32.35	0	0.00	19	$32.35
801381273053	01/27/23	$2.07	121	$250.15	0	0.00	121	$250.15
801382273059	01/27/23	$19.46	162	$3,153.15	0	0.00	162	$3,153.15
801383272976	01/27/23	$1.73	18	$31.22	0	0.00	18	$31.22
801384273052	01/27/23	$3.45	114	$393.34	0	0.00	114	$393.34
801385273052	01/27/23	$4.53	115	$521.31	0	0.00	115	$521.31
801387273045	01/27/23	$2.02	46	$92.71	0	0.00	46	$92.71
801389273137	01/27/23	$1.28	101	$129.09	0	0.00	101	$129.09
801391273073	01/27/23	$1.07	9	$9.60	0	0.00	9	$9.60
801392273027	01/27/23	$1.81	25	$45.30	0	0.00	25	$45.30
801393273120	01/27/23	$0.97	32	$30.93	0	0.00	32	$30.93

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YOUR CARD PROCESSING STATEMENT

Merchant Number	275173125889
Customer Service	Website - Phone - 1-800-432-7628

Statement Period 01/01/23 - 01/31/23

SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801395273052	01/27/23	$1.69	10	$16.93	0	0.00	10	$16.93
801396273121	01/27/23	$2.11	39	$82.24	0	0.00	39	$82.24
801397273071	01/27/23	$3.75	286	$1,072.56	0	0.00	286	$1,072.56
801398272889	01/27/23	$2.59	23	$59.58	0	0.00	23	$59.58
801399272787	01/27/23	$0.93	7	$6.50	0	0.00	7	$6.50
801400273093	01/27/23	$3.28	154	$504.51	0	0.00	154	$504.51
801401273062	01/27/23	$1.76	49	$86.00	0	0.00	49	$86.00
801403273108	01/27/23	$2.21	32	$70.81	0	0.00	32	$70.81
801404272699	01/27/23	$3.54	7	$24.81	0	0.00	7	$24.81
801405272141	01/27/23	$2.61	19	$49.64	0	0.00	19	$49.64
801406272990	01/27/23	$4.40	293	$1,290.40	0	0.00	293	$1,290.40
801407273067	01/27/23	$7.02	24	$168.41	0	0.00	24	$168.41
801408273067	01/27/23	$4.31	37	$159.63	0	0.00	37	$159.63
801409272667	01/27/23	$2.69	22	$59.21	0	0.00	22	$59.21
801411273000	01/27/23	$4.92	15	$73.78	0	0.00	15	$73.78
801412273013	01/27/23	$2.08	5	$10.39	0	0.00	5	$10.39
801413273023	01/27/23	$4.47	25	$111.74	0	0.00	25	$111.74
801415271909	01/27/23	$1.44	4	$5.75	0	0.00	4	$5.75
463406281217	01/28/23	$2.00	4	$8.00	0	0.00	4	$8.00
463413281815	01/28/23	$5.16	19	$98.00	0	0.00	19	$98.00
463429281974	01/28/23	$4.27	22	$94.00	0	0.00	22	$94.00
463439281754	01/28/23	$4.90	5	$24.50	0	0.00	5	$24.50
463442281621	01/28/23	$9.50	2	$19.00	0	0.00	2	$19.00
463448281601	01/28/23	$3.80	10	$38.00	0	0.00	10	$38.00
463566281859	01/28/23	$8.22	25	$205.45	0	0.00	25	$205.45
463581281631	01/28/23	$5.99	5	$29.95	0	0.00	5	$29.95
801322283058	01/28/23	$3.25	93	$302.50	0	0.00	93	$302.50
801323283143	01/28/23	$7.10	607	$4,307.99	0	0.00	607	$4,307.99
801324282977	01/28/23	$3.78	137	$518.39	0	0.00	137	$518.39
801325283141	01/28/23	$6.12	585	$3,581.90	0	0.00	585	$3,581.90
801326283094	01/28/23	$3.21	41	$131.44	0	0.00	41	$131.44
801327283140	01/28/23	$5.23	166	$868.01	0	0.00	166	$868.01
801328283141	01/28/23	$5.80	1,020	$5,913.19	0	0.00	1,020	$5,913.19
801330283141	01/28/23	$4.58	466	$2,133.05	0	0.00	466	$2,133.05
801331283115	01/28/23	$2.14	226	$483.82	0	0.00	226	$483.82
801332283113	01/28/23	$4.04	78	$315.45	0	0.00	78	$315.45
801333283053	01/28/23	$3.80	46	$174.92	0	0.00	46	$174.92
801335282938	01/28/23	$2.74	71	$194.40	0	0.00	71	$194.40
801336283141	01/28/23	$6.10	359	$2,191.51	0	0.00	359	$2,191.51
801338283019	01/28/23	$3.12	35	$109.09	0	0.00	35	$109.09
801339283053	01/28/23	$4.06	304	$1,233.70	0	0.00	304	$1,233.70
801340283142	01/28/23	$6.52	791	$5,157.90	0	0.00	791	$5,157.90
801341283142	01/28/23	$8.01	797	$6,385.25	0	0.00	797	$6,385.25
801342282775	01/28/23	$1.65	7	$11.53	0	0.00	7	$11.53
801343283140	01/28/23	$1.27	351	$445.07	0	0.00	351	$445.07
801344282165	01/28/23	$0.93	4	$3.71	0	0.00	4	$3.71
801346283126	01/28/23	$1.25	71	$89.08	0	0.00	71	$89.08
801347283010	01/28/23	$1.71	38	$65.02	0	0.00	38	$65.02
801348282216	01/28/23	$1.88	8	$15.05	0	0.00	8	$15.05
801349283088	01/28/23	$1.70	77	$131.00	0	0.00	77	$131.00
801350283038	01/28/23	$1.43	38	$54.34	0	0.00	38	$54.34
801351283141	01/28/23	$1.39	503	$697.08	0	0.00	503	$697.08
801353283050	01/28/23	$1.92	35	$67.10	0	0.00	35	$67.10
801354283097	01/28/23	$2.09	236	$493.11	0	0.00	236	$493.11
801355282277	01/28/23	$2.11	6	$12.67	0	0.00	6	$12.67
801356283093	01/28/23	$1.26	38	$47.77	0	0.00	38	$47.77
801357282930	01/28/23	$2.97	17	$50.50	0	0.00	17	$50.50

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SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801358283085	01/28/23	$3.28	68	$223.17	0	0.00	68	$223.17
801359283073	01/28/23	$3.43	253	$868.18	0	0.00	253	$868.18
801361283072	01/28/23	$3.09	438	$1,351.58	0	0.00	438	$1,351.58
801362283070	01/28/23	$4.57	110	$503.13	0	0.00	110	$503.13
801363283069	01/28/23	$4.21	41	$172.77	0	0.00	41	$172.77
801364283073	01/28/23	$3.41	147	$501.53	0	0.00	147	$501.53
801365283064	01/28/23	$4.36	37	$161.25	0	0.00	37	$161.25
801366282563	01/28/23	$2.45	7	$17.17	0	0.00	7	$17.17
801367283015	01/28/23	$4.53	57	$258.45	0	0.00	57	$258.45
801368283067	01/28/23	$5.83	68	$396.75	0	0.00	68	$396.75
801369283134	01/28/23	$6.69	77	$515.26	0	0.00	77	$515.26
801370283134	01/28/23	$4.51	102	$459.54	0	0.00	102	$459.54
801372283141	01/28/23	$5.16	98	$505.66	0	0.00	98	$505.66
801373283131	01/28/23	$4.55	126	$572.80	0	0.00	126	$572.80
801374283140	01/28/23	$5.47	198	$1,082.91	0	0.00	198	$1,082.91
801375283138	01/28/23	$5.27	227	$1,196.54	0	0.00	227	$1,196.54
801376282253	01/28/23	$3.93	95	$373.24	0	0.00	95	$373.24
801377283052	01/28/23	$3.83	64	$244.82	0	0.00	64	$244.82
801379282968	01/28/23	$4.59	87	$399.60	0	0.00	87	$399.60
801380282900	01/28/23	$1.85	23	$42.63	0	0.00	23	$42.63
801381283054	01/28/23	$2.11	121	$254.98	0	0.00	121	$254.98
801382283060	01/28/23	$19.42	139	$2,699.50	0	0.00	139	$2,699.50
801383282977	01/28/23	$1.75	30	$52.55	0	0.00	30	$52.55
801384283053	01/28/23	$3.89	99	$384.74	0	0.00	99	$384.74
801385283053	01/28/23	$4.50	128	$576.27	0	0.00	128	$576.27
801387283046	01/28/23	$1.61	45	$72.57	0	0.00	45	$72.57
801388281464	01/28/23	$3.85	1	$3.85	0	0.00	1	$3.85
801389283138	01/28/23	$1.50	84	$126.09	0	0.00	84	$126.09
801391283074	01/28/23	$1.14	13	$14.87	0	0.00	13	$14.87
801392283028	01/28/23	$1.48	15	$22.20	0	0.00	15	$22.20
801393283121	01/28/23	$0.99	31	$30.79	0	0.00	31	$30.79
801395283053	01/28/23	$0.97	5	$4.87	0	0.00	5	$4.87
801396283122	01/28/23	$2.13	44	$93.81	0	0.00	44	$93.81
801397283072	01/28/23	$3.36	340	$1,142.51	0	0.00	340	$1,142.51
801398282890	01/28/23	$2.76	22	$60.82	0	0.00	22	$60.82
801399282788	01/28/23	$2.17	2	$4.33	0	0.00	2	$4.33
801400283094	01/28/23	$3.21	141	$453.30	0	0.00	141	$453.30
801401283063	01/28/23	$1.79	54	$96.79	0	0.00	54	$96.79
801403283109	01/28/23	$1.95	39	$76.00	0	0.00	39	$76.00
801404282700	01/28/23	$3.45	8	$27.57	0	0.00	8	$27.57
801405282142	01/28/23	$1.94	13	$25.20	0	0.00	13	$25.20
801406282991	01/28/23	$6.32	245	$1,547.55	0	0.00	245	$1,547.55
801407283068	01/28/23	$5.87	21	$123.18	0	0.00	21	$123.18
801408283068	01/28/23	$3.32	39	$129.60	0	0.00	39	$129.60
801409282668	01/28/23	$2.68	13	$34.85	0	0.00	13	$34.85
801411283001	01/28/23	$6.61	10	$66.05	0	0.00	10	$66.05
801412283014	01/28/23	$1.83	9	$16.45	0	0.00	9	$16.45
801413283024	01/28/23	$3.71	41	$152.17	0	0.00	41	$152.17
801415281910	01/28/23	$1.06	4	$4.22	0	0.00	4	$4.22
463406291218	01/29/23	$12.83	3	$38.50	0	0.00	3	$38.50
463413291816	01/29/23	$3.83	18	$69.00	0	0.00	18	$69.00
463418291143	01/29/23	$1.00	1	$1.00	0	0.00	1	$1.00
463425290891	01/29/23	$5.75	4	$23.00	0	0.00	4	$23.00
463429291975	01/29/23	$2.15	13	$28.00	0	0.00	13	$28.00
463439291755	01/29/23	$3.50	2	$7.00	0	0.00	2	$7.00
463442291622	01/29/23	$10.50	3	$31.50	0	0.00	3	$31.50
463448291602	01/29/23	$12.83	3	$38.50	0	0.00	3	$38.50

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SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
463566291860	01/29/23	$8.50	2	$17.00	0	0.00	2	$17.00
463581291632	01/29/23	$7.50	5	$37.50	0	0.00	5	$37.50
801322293059	01/29/23	$5.60	64	$358.40	0	0.00	64	$358.40
801323293144	01/29/23	$7.10	773	$5,487.15	0	0.00	773	$5,487.15
801324292978	01/29/23	$3.88	224	$869.62	0	0.00	224	$869.62
801325293142	01/29/23	$6.72	776	$5,214.00	0	0.00	776	$5,214.00
801326293095	01/29/23	$4.08	33	$134.70	0	0.00	33	$134.70
801327293141	01/29/23	$5.15	209	$1,076.03	0	0.00	209	$1,076.03
801328293142	01/29/23	$5.69	1,240	$7,060.76	0	0.00	1,240	$7,060.76
801330293142	01/29/23	$4.71	537	$2,529.88	0	0.00	537	$2,529.88
801331293116	01/29/23	$2.39	265	$633.84	0	0.00	265	$633.84
801332293114	01/29/23	$4.36	52	$226.95	0	0.00	52	$226.95
801333293054	01/29/23	$3.56	79	$281.22	0	0.00	79	$281.22
801334292485	01/29/23	$1.35	1	$1.35	0	0.00	1	$1.35
801335292939	01/29/23	$2.97	134	$398.55	0	0.00	134	$398.55
801336293142	01/29/23	$5.78	523	$3,021.50	0	0.00	523	$3,021.50
801338293020	01/29/23	$3.16	57	$180.35	0	0.00	57	$180.35
801339293054	01/29/23	$3.71	444	$1,645.97	0	0.00	444	$1,645.97
801340293143	01/29/23	$6.37	1,189	$7,568.57	0	0.00	1,189	$7,568.57
801341293143	01/29/23	$7.95	968	$7,691.65	0	0.00	968	$7,691.65
801342292776	01/29/23	$2.88	23	$66.29	0	0.00	23	$66.29
801343293141	01/29/23	$1.38	169	$232.86	0	0.00	169	$232.86
801346293127	01/29/23	$1.39	25	$34.82	0	0.00	25	$34.82
801347293011	01/29/23	$1.31	10	$13.05	0	0.00	10	$13.05
801348292217	01/29/23	$2.17	9	$19.54	0	0.00	9	$19.54
801349293089	01/29/23	$1.12	8	$8.93	0	0.00	8	$8.93
801350293039	01/29/23	$1.37	25	$34.26	0	0.00	25	$34.26
801351293142	01/29/23	$1.49	679	$1,015.03	0	0.00	679	$1,015.03
801353293051	01/29/23	$2.74	32	$87.58	0	0.00	32	$87.58
801354293098	01/29/23	$2.26	419	$945.64	0	0.00	419	$945.64
801356293094	01/29/23	$2.31	20	$46.14	0	0.00	20	$46.14
801357292931	01/29/23	$3.40	14	$47.65	0	0.00	14	$47.65
801358293086	01/29/23	$2.20	142	$312.26	0	0.00	142	$312.26
801359293074	01/29/23	$3.38	358	$1,209.88	0	0.00	358	$1,209.88
801361293073	01/29/23	$3.21	566	$1,817.76	0	0.00	566	$1,817.76
801362293071	01/29/23	$4.72	181	$854.62	0	0.00	181	$854.62
801363293070	01/29/23	$3.80	64	$242.92	0	0.00	64	$242.92
801364293074	01/29/23	$3.65	166	$606.04	0	0.00	166	$606.04
801365293065	01/29/23	$4.33	38	$164.70	0	0.00	38	$164.70
801366292564	01/29/23	$2.08	5	$10.40	0	0.00	5	$10.40
801367293016	01/29/23	$4.61	66	$304.05	0	0.00	66	$304.05
801368293068	01/29/23	$5.63	106	$596.75	0	0.00	106	$596.75
801369293135	01/29/23	$5.88	71	$417.54	0	0.00	71	$417.54
801370293135	01/29/23	$5.85	125	$731.53	0	0.00	125	$731.53
801371291194	01/29/23	$3.12	4	$12.49	0	0.00	4	$12.49
801372293142	01/29/23	$5.40	128	$690.90	0	0.00	128	$690.90
801373293132	01/29/23	$5.16	120	$619.50	0	0.00	120	$619.50
801374293141	01/29/23	$5.56	184	$1,022.52	0	0.00	184	$1,022.52
801375293139	01/29/23	$5.04	289	$1,457.76	0	0.00	289	$1,457.76
801376292254	01/29/23	$4.51	78	$352.02	0	0.00	78	$352.02
801377293053	01/29/23	$3.94	67	$263.84	0	0.00	67	$263.84
801379292969	01/29/23	$4.97	89	$441.95	0	0.00	89	$441.95
801380292901	01/29/23	$1.85	47	$87.15	0	0.00	47	$87.15
801381293055	01/29/23	$2.39	134	$320.42	0	0.00	134	$320.42
801382293061	01/29/23	$19.19	198	$3,799.70	0	0.00	198	$3,799.70
801383292978	01/29/23	$2.05	24	$49.24	0	0.00	24	$49.24
801384293054	01/29/23	$3.44	136	$467.65	0	0.00	136	$467.65

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Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801385293054	01/29/23	$4.14	148	$612.21	0	0.00	148	$612.21
801387293047	01/29/23	$1.84	41	$75.37	0	0.00	41	$75.37
801388291465	01/29/23	$2.36	9	$21.26	0	0.00	9	$21.26
801389293139	01/29/23	$1.23	60	$73.90	0	0.00	60	$73.90
801391293075	01/29/23	$1.49	22	$32.67	0	0.00	22	$32.67
801392293029	01/29/23	$1.04	18	$18.69	0	0.00	18	$18.69
801393293122	01/29/23	$1.24	35	$43.47	0	0.00	35	$43.47
801395293054	01/29/23	$2.10	8	$16.83	0	0.00	8	$16.83
801396293123	01/29/23	$2.04	93	$189.89	0	0.00	93	$189.89
801397293073	01/29/23	$3.73	338	$1,259.49	0	0.00	338	$1,259.49
801398292891	01/29/23	$2.42	68	$164.32	0	0.00	68	$164.32
801400293095	01/29/23	$3.12	212	$660.50	0	0.00	212	$660.50
801401293064	01/29/23	$1.35	2	$2.70	0	0.00	2	$2.70
801403293110	01/29/23	$1.54	19	$29.20	0	0.00	19	$29.20
801404292701	01/29/23	$2.68	20	$53.68	0	0.00	20	$53.68
801405292143	01/29/23	$2.54	39	$99.04	0	0.00	39	$99.04
801406292992	01/29/23	$20.17	177	$3,570.90	0	0.00	177	$3,570.90
801407293069	01/29/23	$4.23	20	$84.50	0	0.00	20	$84.50
801408293069	01/29/23	$3.75	55	$206.28	0	0.00	55	$206.28
801409292669	01/29/23	$1.90	27	$51.41	0	0.00	27	$51.41
801411293002	01/29/23	$4.30	30	$129.04	0	0.00	30	$129.04
801412293015	01/29/23	$1.10	6	$6.57	0	0.00	6	$6.57
801413293025	01/29/23	$3.77	25	$94.18	0	0.00	25	$94.18
801415291911	01/29/23	$1.35	5	$6.75	0	0.00	5	$6.75
463413301817	01/30/23	$7.00	18	$126.00	0	0.00	18	$126.00
463429301976	01/30/23	$2.50	17	$42.50	0	0.00	17	$42.50
463439301756	01/30/23	$20.17	3	$60.50	0	0.00	3	$60.50
463442301623	01/30/23	$9.20	5	$46.00	0	0.00	5	$46.00
463448301603	01/30/23	$14.17	6	$85.00	0	0.00	6	$85.00
463581301633	01/30/23	$9.33	6	$56.00	0	0.00	6	$56.00
801322303060	01/30/23	$5.18	45	$232.96	0	0.00	45	$232.96
801323303145	01/30/23	$7.45	688	$5,128.97	0	0.00	688	$5,128.97
801324302979	01/30/23	$4.31	188	$809.52	0	0.00	188	$809.52
801325303143	01/30/23	$6.78	815	$5,527.35	0	0.00	815	$5,527.35
801326303096	01/30/23	$5.06	34	$172.00	0	0.00	34	$172.00
801327303142	01/30/23	$4.96	196	$972.75	0	0.00	196	$972.75
801328303143	01/30/23	$5.98	954	$5,701.15	0	0.00	954	$5,701.15
801330303143	01/30/23	$5.16	392	$2,023.07	0	0.00	392	$2,023.07
801331303117	01/30/23	$2.35	194	$456.54	0	0.00	194	$456.54
801332303115	01/30/23	$3.65	64	$233.42	0	0.00	64	$233.42
801333303055	01/30/23	$4.34	72	$312.25	0	0.00	72	$312.25
801335302940	01/30/23	$4.05	74	$300.05	0	0.00	74	$300.05
801336303143	01/30/23	$6.36	410	$2,606.25	0	0.00	410	$2,606.25
801338303021	01/30/23	$3.49	26	$90.74	0	0.00	26	$90.74
801339303055	01/30/23	$3.81	373	$1,422.67	0	0.00	373	$1,422.67
801340303144	01/30/23	$7.00	1,267	$8,868.65	0	0.00	1,267	$8,868.65
801341303144	01/30/23	$7.66	898	$6,878.15	0	0.00	898	$6,878.15
801342302777	01/30/23	$3.14	14	$43.90	0	0.00	14	$43.90
801343303142	01/30/23	$1.30	249	$324.87	0	0.00	249	$324.87
801344302166	01/30/23	$0.98	2	$1.95	0	0.00	2	$1.95
801346303128	01/30/23	$1.31	19	$24.85	0	0.00	19	$24.85
801347303012	01/30/23	$1.47	11	$16.15	0	0.00	11	$16.15
801348302218	01/30/23	$1.48	2	$2.95	0	0.00	2	$2.95
801349303090	01/30/23	$1.29	12	$15.48	0	0.00	12	$15.48
801350303040	01/30/23	$1.70	18	$30.54	0	0.00	18	$30.54
801351303143	01/30/23	$1.65	817	$1,347.16	0	0.00	817	$1,347.16
801353303052	01/30/23	$2.26	38	$85.85	0	0.00	38	$85.85

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SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801354303099	01/30/23	$2.14	613	$1,311.18	0	0.00	613	$1,311.18
801355302278	01/30/23	$3.49	5	$17.44	0	0.00	5	$17.44
801356303095	01/30/23	$2.48	19	$47.04	0	0.00	19	$47.04
801357302932	01/30/23	$2.72	29	$78.78	0	0.00	29	$78.78
801358303087	01/30/23	$2.58	204	$525.57	0	0.00	204	$525.57
801359303075	01/30/23	$3.77	238	$898.44	0	0.00	238	$898.44
801361303074	01/30/23	$3.39	376	$1,275.40	0	0.00	376	$1,275.40
801362303072	01/30/23	$4.68	148	$691.92	0	0.00	148	$691.92
801363303071	01/30/23	$4.79	32	$153.32	0	0.00	32	$153.32
801364303075	01/30/23	$3.85	113	$435.61	0	0.00	113	$435.61
801365303066	01/30/23	$4.14	52	$215.51	0	0.00	52	$215.51
801366302565	01/30/23	$4.26	10	$42.55	0	0.00	10	$42.55
801367303017	01/30/23	$5.24	64	$335.05	0	0.00	64	$335.05
801368303069	01/30/23	$5.37	101	$542.80	0	0.00	101	$542.80
801369303136	01/30/23	$7.43	80	$594.53	0	0.00	80	$594.53
801370303136	01/30/23	$5.41	98	$530.52	0	0.00	98	$530.52
801371301195	01/30/23	$4.35	1	$4.35	0	0.00	1	$4.35
801372303143	01/30/23	$5.11	138	$705.40	0	0.00	138	$705.40
801373303133	01/30/23	$5.50	166	$913.17	0	0.00	166	$913.17
801374303142	01/30/23	$5.15	143	$737.15	0	0.00	143	$737.15
801375303140	01/30/23	$5.25	254	$1,333.54	0	0.00	254	$1,333.54
801376302255	01/30/23	$4.46	89	$397.15	0	0.00	89	$397.15
801377303054	01/30/23	$4.16	124	$515.95	0	0.00	124	$515.95
801379302970	01/30/23	$5.05	95	$479.40	0	0.00	95	$479.40
801380302902	01/30/23	$1.93	79	$152.69	0	0.00	79	$152.69
801381303056	01/30/23	$2.18	138	$300.52	0	0.00	138	$300.52
801382303062	01/30/23	$19.51	222	$4,331.15	0	0.00	222	$4,331.15
801383302979	01/30/23	$2.19	20	$43.82	0	0.00	20	$43.82
801384303055	01/30/23	$3.03	127	$384.71	0	0.00	127	$384.71
801385303055	01/30/23	$4.49	139	$623.63	0	0.00	139	$623.63
801387303048	01/30/23	$2.29	59	$135.20	0	0.00	59	$135.20
801388301466	01/30/23	$1.58	4	$6.30	0	0.00	4	$6.30
801389303140	01/30/23	$1.70	55	$93.58	0	0.00	55	$93.58
801391303076	01/30/23	$0.68	3	$2.05	0	0.00	3	$2.05
801392303030	01/30/23	$1.58	23	$36.44	0	0.00	23	$36.44
801393303123	01/30/23	$2.28	10	$22.75	0	0.00	10	$22.75
801395303055	01/30/23	$1.87	12	$22.48	0	0.00	12	$22.48
801396303124	01/30/23	$2.05	171	$351.09	0	0.00	171	$351.09
801397303074	01/30/23	$3.74	310	$1,158.72	0	0.00	310	$1,158.72
801398302892	01/30/23	$2.53	99	$250.15	0	0.00	99	$250.15
801399302789	01/30/23	$1.71	5	$8.55	0	0.00	5	$8.55
801400303096	01/30/23	$3.80	152	$577.47	0	0.00	152	$577.47
801401303065	01/30/23	$1.15	18	$20.75	0	0.00	18	$20.75
801403303111	01/30/23	$1.30	26	$33.75	0	0.00	26	$33.75
801404302702	01/30/23	$2.36	42	$98.99	0	0.00	42	$98.99
801405302144	01/30/23	$2.72	40	$108.99	0	0.00	40	$108.99
801406302993	01/30/23	$20.07	148	$2,970.40	0	0.00	148	$2,970.40
801407303070	01/30/23	$4.56	32	$145.96	0	0.00	32	$145.96
801408303070	01/30/23	$3.44	64	$220.10	0	0.00	64	$220.10
801409302670	01/30/23	$1.95	36	$70.23	0	0.00	36	$70.23
801411303003	01/30/23	$3.56	26	$92.68	0	0.00	26	$92.68
801412303016	01/30/23	$2.58	11	$28.34	0	0.00	11	$28.34
801413303026	01/30/23	$3.48	29	$101.00	0	0.00	29	$101.00
801415301912	01/30/23	$2.04	5	$10.19	0	0.00	5	$10.19
463413311818	01/31/23	$3.17	6	$19.00	0	0.00	6	$19.00
463429311977	01/31/23	$4.93	22	$108.45	0	0.00	22	$108.45
463439311757	01/31/23	$8.25	2	$16.50	0	0.00	2	$16.50

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SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
463442311624	01/31/23	$8.50	1	$8.50	0	0.00	1	$8.50
463448311604	01/31/23	$2.79	7	$19.50	0	0.00	7	$19.50
463566311861	01/31/23	$7.14	21	$150.00	0	0.00	21	$150.00
463581311634	01/31/23	$9.75	6	$58.50	0	0.00	6	$58.50
801322313061	01/31/23	$2.84	20	$56.80	0	0.00	20	$56.80
801323313146	01/31/23	$6.41	522	$3,345.22	0	0.00	522	$3,345.22
801324312980	01/31/23	$4.73	116	$549.18	0	0.00	116	$549.18
801325313144	01/31/23	$6.01	488	$2,931.27	0	0.00	488	$2,931.27
801326313097	01/31/23	$5.91	25	$147.69	0	0.00	25	$147.69
801327313143	01/31/23	$4.83	119	$575.13	0	0.00	119	$575.13
801328313144	01/31/23	$4.73	710	$3,359.89	0	0.00	710	$3,359.89
801330313144	01/31/23	$4.03	386	$1,556.45	0	0.00	386	$1,556.45
801331313118	01/31/23	$1.57	185	$290.67	0	0.00	185	$290.67
801332313116	01/31/23	$5.73	43	$246.34	0	0.00	43	$246.34
801333313056	01/31/23	$4.67	36	$168.04	0	0.00	36	$168.04
801335312941	01/31/23	$2.85	5	$14.25	0	0.00	5	$14.25
801336313144	01/31/23	$5.78	244	$1,411.39	0	0.00	244	$1,411.39
801338313022	01/31/23	$3.27	38	$124.22	0	0.00	38	$124.22
801339313056	01/31/23	$4.05	263	$1,064.06	0	0.00	263	$1,064.06
801340313145	01/31/23	$6.93	857	$5,935.89	0	0.00	857	$5,935.89
801341313145	01/31/23	$7.79	734	$5,720.95	0	0.00	734	$5,720.95
801342312778	01/31/23	$3.17	10	$31.74	0	0.00	10	$31.74
801343313143	01/31/23	$1.30	375	$487.23	0	0.00	375	$487.23
801344312167	01/31/23	$1.17	7	$8.21	0	0.00	7	$8.21
801346313129	01/31/23	$1.22	64	$78.34	0	0.00	64	$78.34
801347313013	01/31/23	$1.94	42	$81.47	0	0.00	42	$81.47
801348312219	01/31/23	$4.76	2	$9.51	0	0.00	2	$9.51
801349313091	01/31/23	$1.71	95	$162.77	0	0.00	95	$162.77
801350313041	01/31/23	$1.31	55	$72.17	0	0.00	55	$72.17
801351313144	01/31/23	$1.49	470	$698.66	0	0.00	470	$698.66
801353313053	01/31/23	$2.66	40	$106.57	0	0.00	40	$106.57
801354313100	01/31/23	$2.30	234	$538.66	0	0.00	234	$538.66
801355312279	01/31/23	$6.85	2	$13.69	0	0.00	2	$13.69
801356313096	01/31/23	$1.45	36	$52.34	0	0.00	36	$52.34
801357312933	01/31/23	$2.28	14	$31.89	0	0.00	14	$31.89
801358313088	01/31/23	$2.51	87	$218.68	0	0.00	87	$218.68
801359313076	01/31/23	$3.64	181	$658.20	0	0.00	181	$658.20
801361313075	01/31/23	$3.45	267	$920.47	0	0.00	267	$920.47
801362313073	01/31/23	$3.95	82	$323.51	0	0.00	82	$323.51
801363313072	01/31/23	$3.28	46	$150.98	0	0.00	46	$150.98
801364313076	01/31/23	$3.56	128	$455.17	0	0.00	128	$455.17
801365313067	01/31/23	$3.88	29	$112.50	0	0.00	29	$112.50
801366312566	01/31/23	$1.19	4	$4.77	0	0.00	4	$4.77
801367313018	01/31/23	$5.03	53	$266.65	0	0.00	53	$266.65
801368313070	01/31/23	$6.15	63	$387.20	0	0.00	63	$387.20
801369313137	01/31/23	$7.16	69	$493.88	0	0.00	69	$493.88
801370313137	01/31/23	$4.91	62	$304.40	0	0.00	62	$304.40
801372313144	01/31/23	$5.19	93	$482.37	0	0.00	93	$482.37
801373313134	01/31/23	$4.95	115	$569.43	0	0.00	115	$569.43
801374313143	01/31/23	$5.46	143	$780.62	0	0.00	143	$780.62
801375313141	01/31/23	$5.14	202	$1,037.55	0	0.00	202	$1,037.55
801376312256	01/31/23	$4.45	61	$271.33	0	0.00	61	$271.33
801377313055	01/31/23	$4.30	48	$206.33	0	0.00	48	$206.33
801379312971	01/31/23	$5.18	86	$445.40	0	0.00	86	$445.40
801380312903	01/31/23	$1.47	17	$24.99	0	0.00	17	$24.99
801381313057	01/31/23	$2.28	102	$232.12	0	0.00	102	$232.12
801382313063	01/31/23	$18.84	152	$2,863.60	0	0.00	152	$2,863.60

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YOUR CARD PROCESSING STATEMENT

Merchant Number	275173125889
Customer Service	Website - Phone - 1-800-432-7628

Statement Period 01/01/23 - 01/31/23

SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801383312980	01/31/23	$2.07	13	$26.86	0	0.00	13	$26.86
801384313056	01/31/23	$3.64	125	$455.48	0	0.00	125	$455.48
801385313056	01/31/23	$4.24	112	$475.31	0	0.00	112	$475.31
801387313049	01/31/23	$1.80	41	$73.81	0	0.00	41	$73.81
801388311467	01/31/23	$1.10	1	$1.10	0	0.00	1	$1.10
801389313141	01/31/23	$1.36	89	$120.94	0	0.00	89	$120.94
801391313077	01/31/23	$0.84	10	$8.40	0	0.00	10	$8.40
801392313031	01/31/23	$1.17	28	$32.83	0	0.00	28	$32.83
801393313124	01/31/23	$1.77	17	$30.14	0	0.00	17	$30.14
801395313056	01/31/23	$1.26	11	$13.83	0	0.00	11	$13.83
801396313125	01/31/23	$2.77	41	$113.77	0	0.00	41	$113.77
801397313075	01/31/23	$3.20	248	$792.36	0	0.00	248	$792.36
801398312893	01/31/23	$2.34	26	$60.81	0	0.00	26	$60.81
801399312790	01/31/23	$0.85	2	$1.70	0	0.00	2	$1.70
801400313097	01/31/23	$3.44	149	$512.14	0	0.00	149	$512.14
801401313066	01/31/23	$1.40	46	$64.35	0	0.00	46	$64.35
801403313112	01/31/23	$1.80	43	$77.38	0	0.00	43	$77.38
801404312703	01/31/23	$1.82	9	$16.41	0	0.00	9	$16.41
801405312145	01/31/23	$2.43	13	$31.65	0	0.00	13	$31.65
801406312994	01/31/23	$4.40	325	$1,429.10	0	0.00	325	$1,429.10
801407313071	01/31/23	$6.33	33	$208.82	0	0.00	33	$208.82
801408313071	01/31/23	$2.27	15	$34.04	0	0.00	15	$34.04
801409312671	01/31/23	$2.08	30	$62.48	0	0.00	30	$62.48
801411313004	01/31/23	$4.48	18	$80.65	0	0.00	18	$80.65
801412313017	01/31/23	$2.81	5	$14.07	0	0.00	5	$14.07
801413313027	01/31/23	$3.16	29	$91.54	0	0.00	29	$91.54
801415311913	01/31/23	$2.82	5	$14.09	0	0.00	5	$14.09
Total			**364,860**	**$1,824,669.63**	**0**	**0.00**	**364,860**	**$1,824,669.63**

THIRD PARTY TRANSACTIONS

Transactions that are passed directly to Third Party Service Providers for processing and/or funding.

Date	Description	Amount
01/01/23	Transactions submitted to American Express	-$10,139.94
01/02/23	Transactions submitted to American Express	-$9,221.89
01/03/23	Transactions submitted to American Express	-$8,962.29
01/04/23	Transactions submitted to American Express	-$7,776.31
01/05/23	Transactions submitted to American Express	-$7,779.85
01/06/23	Transactions submitted to American Express	-$8,439.58
01/07/23	Transactions submitted to American Express	-$8,912.36
01/08/23	Transactions submitted to American Express	-$9,910.84
01/09/23	Transactions submitted to American Express	-$8,279.13
01/10/23	Transactions submitted to American Express	-$7,358.48
01/11/23	Transactions submitted to American Express	-$7,264.13
01/12/23	Transactions submitted to American Express	-$6,995.18
01/13/23	Transactions submitted to American Express	-$7,709.17
01/14/23	Transactions submitted to American Express	-$8,134.87
01/15/23	Transactions submitted to American Express	-$9,233.19
01/16/23	Transactions submitted to American Express	-$8,578.96
01/17/23	Transactions submitted to American Express	-$7,431.91
01/18/23	Transactions submitted to American Express	-$6,684.94
01/19/23	Transactions submitted to American Express	-$7,442.26
01/20/23	Transactions submitted to American Express	-$8,405.13
01/21/23	Transactions submitted to American Express	-$8,606.86
01/22/23	Transactions submitted to American Express	-$10,060.62

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THIRD PARTY TRANSACTIONS

Transactions that are passed directly to Third Party Service Providers for processing and/or funding.

Date	Description	Amount
01/23/23	Transactions submitted to American Express	-$8,453.21
01/24/23	Transactions submitted to American Express	-$7,075.43
01/25/23	Transactions submitted to American Express	-$7,073.19
01/26/23	Transactions submitted to American Express	-$7,875.61
01/27/23	Transactions submitted to American Express	-$8,225.73
01/28/23	Transactions submitted to American Express	-$8,441.43
01/29/23	Transactions submitted to American Express	-$10,391.37
01/30/23	Transactions submitted to American Express	-$8,037.47
01/31/23	Transactions submitted to American Express	-$7,497.05
TOTAL		**-$256,398.38**

CHARGEBACKS/REVERSALS

Transactions that are challenged or disputed by a cardholder or card-issuing bank.

Date	Reference No.	Description	Card Number (Last 4 Digits)	Amount
12/31/22	723643510301	Fraud Dispute-Cardholder did not authorize the transaction	8635	-$10.04
12/31/22	823633326001	Cardholder states transaction was not properly processed	3817	-$6.35
01/01/23	823643792901	Fraud Dispute-Cardholder did not authorize the transaction	1305	-$9.35
01/01/23	723653126801	Fraud Dispute-Cardholder did not authorize the transaction	1155	-$12.35
01/01/23	823635025501	Fraud Dispute-Cardholder did not authorize the transaction	5767	-$30.32
01/02/23	823653445501	Cardholder states transaction was not properly processed	8222	-$8.35
01/03/23	730023317401	Fraud Dispute-Cardholder did not authorize the transaction	1773	-$6.35
01/04/23	830033243701	Fraud Dispute-Cardholder did not authorize the transaction	5859	-$8.35
01/05/23	830033262501	Fraud Dispute-Cardholder did not authorize the transaction	0593	-$6.35
01/05/23	830033262701	Fraud Dispute-Cardholder did not authorize the transaction	0593	-$8.35
01/05/23	830033262401	Fraud Dispute-Cardholder did not authorize the transaction	0593	-$6.35
01/05/23	830033148601	Cardholder disputing service/merchandise	5373	-$12.35
01/05/23	830043218501	Cardholder states transaction was not properly processed	3781	-$26.35
01/05/23	830033262601	Fraud Dispute-Cardholder did not authorize the transaction	0593	-$5.35
01/06/23	730053813201	Cardholder disputing service/merchandise	1852	-$28.00
01/06/23	830034106401	Fraud Dispute-Cardholder did not authorize the transaction	4547	-$12.35
01/06/23	830034106501	Fraud Dispute-Cardholder did not authorize the transaction	4547	-$8.35
01/06/23	530060070401	Fraud Dispute-Cardholder did not authorize the transaction	2557	-$32.35
01/06/23	730053364301	Fraud Dispute-Cardholder did not authorize the transaction	6191	-$32.35
01/06/23	530060152701	Credit chargeback from issuer to offset previous Chargeback	0736	$12.35
01/06/23	730053717301	Fraud Dispute-Cardholder did not authorize the transaction	1818	-$4.35
01/06/23	830034106301	Fraud Dispute-Cardholder did not authorize the transaction	4547	-$12.35
01/06/23	830044098201	Cardholder disputing service/merchandise	7603	-$20.35
01/08/23	830064264001	Fraud Dispute-Cardholder did not authorize the transaction	5341	-$10.35
01/08/23	830053452101	Fraud Dispute-Cardholder did not authorize the transaction	1590	-$20.35
01/08/23	830064264101	Fraud Dispute-Cardholder did not authorize the transaction	5341	-$6.02
01/08/23	830063906301	Cardholder states transaction was not properly processed	6269	-$20.35
01/08/23	830065104901	Fraud Dispute-Cardholder did not authorize the transaction	6644	-$20.35
01/08/23	830064263901	Fraud Dispute-Cardholder did not authorize the transaction	5341	-$4.47
01/08/23	830064264201	Fraud Dispute-Cardholder did not authorize the transaction	5341	-$10.23
01/09/23	830074370401	Fraud Dispute-Cardholder did not authorize the transaction	4145	-$12.35
01/10/23	730093036101	Cardholder states transaction was not properly processed	9632	-$6.35
01/10/23	730093208301	Cardholder states transaction was not properly processed	6941	-$8.35
01/10/23	730093443301	Fraud Dispute-Cardholder did not authorize the transaction	4496	-$6.35
01/11/23	730103133601	Fraud Dispute-Cardholder did not authorize the transaction	1956	-$9.09
01/11/23	830093578901	Cardholder states transaction was not properly processed	8940	-$13.35
01/11/23	730103133501	Fraud Dispute-Cardholder did not authorize the transaction	1956	-$8.35
01/11/23	730103703501	Fraud Dispute-Cardholder did not authorize the transaction	6899	-$0.85
01/12/23	830104603501	Fraud Dispute-Cardholder did not authorize the transaction	3843	-$12.35
01/12/23	730113214901	Cardholder disputing service/merchandise	3701	-$6.69
01/12/23	730113214801	Cardholder disputing service/merchandise	3701	-$20.35
01/12/23	830103239501	Cardholder states transaction was not properly processed	6163	-$12.35

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CHARGEBACKS/REVERSALS

Transactions that are challenged or disputed by a cardholder or card-issuing bank.

Date	Reference No.	Description	Card Number (Last 4 Digits)	Amount
01/12/23	730113234501	Fraud Dispute-Cardholder did not authorize the transaction	8254	-$5.35
01/12/23	830103151601	Fraud Dispute-Cardholder did not authorize the transaction	3606	-$32.35
01/12/23	730113215001	Cardholder disputing service/merchandise	3701	-$12.91
01/13/23	730123407201	Cardholder states transaction was not properly processed	9007	-$8.35
01/13/23	830103337701	Fraud Dispute-Cardholder did not authorize the transaction	5939	-$8.35
01/13/23	830104237601	Cardholder states transaction was not properly processed	2861	-$12.35
01/13/23	730123467101	Fraud Dispute-Cardholder did not authorize the transaction	0004	-$20.35
01/13/23	830103337801	Fraud Dispute-Cardholder did not authorize the transaction	5939	-$4.35
01/13/23	830103337901	Fraud Dispute-Cardholder did not authorize the transaction	5939	-$4.35
01/13/23	730123150601	Cardholder states transaction was not properly processed	9349	-$12.35
01/14/23	730133556601	Fraud Dispute-Cardholder did not authorize the transaction	2718	-$31.20
01/14/23	830103537201	Cardholder disputing service/merchandise	0564	-$32.35
01/14/23	830124275501	Fraud Dispute-Cardholder did not authorize the transaction	3016	-$6.35
01/14/23	730133691301	Fraud Dispute-Cardholder did not authorize the transaction	7809	-$9.34
01/14/23	730133556701	Fraud Dispute-Cardholder did not authorize the transaction	2718	-$40.35
01/14/23	830124511001	Credit chargeback from issuer to offset previous Chargeback	7690	$32.35
01/15/23	730143237601	Cardholder states transaction was not properly processed	0734	-$8.35
01/15/23	830133061601	Cardholder states transaction was not properly processed	8128	-$9.35
01/15/23	830133822501	Cardholder states transaction was not properly processed	9947	-$12.05
01/15/23	823393455601	Credit issued for a dispute previously debit to your account	3393	$8.35
01/16/23	830134525801	Fraud Dispute-Cardholder did not authorize the transaction	0982	-$2.35
01/16/23	830134525601	Fraud Dispute-Cardholder did not authorize the transaction	0982	-$2.35
01/16/23	530160042901	Fraud Dispute-Cardholder did not authorize the transaction	5339	-$32.35
01/16/23	830134525701	Fraud Dispute-Cardholder did not authorize the transaction	0982	-$2.35
01/16/23	830133035801	Fraud Dispute-Cardholder did not authorize the transaction	1214	-$4.35
01/17/23	730163600901	Fraud Dispute-Cardholder did not authorize the transaction	5507	-$2.35
01/17/23	730163601001	Fraud Dispute-Cardholder did not authorize the transaction	5507	-$1.35
01/17/23	830163536601	Fraud Dispute-Cardholder did not authorize the transaction	8904	-$12.35
01/17/23	730163600801	Fraud Dispute-Cardholder did not authorize the transaction	5507	-$4.35
01/18/23	730023317401	Credit issued for a dispute previously debit to your account	1773	$6.35
01/19/23	830173131701	Cardholder states transaction was not properly processed	5561	-$3.35
01/19/23	830184589301	Fraud Dispute-Cardholder did not authorize the transaction	3781	-$7.35
01/19/23	830173131801	Cardholder states transaction was not properly processed	5561	-$2.35
01/19/23	730183744201	Fraud Dispute-Cardholder did not authorize the transaction	7609	-$12.35
01/19/23	723540125301	Fraud Dispute-Cardholder did not authorize the transaction	8370	-$20.35
01/19/23	830033243701	Credit issued for a dispute previously debit to your account	5859	$8.35
01/19/23	830044098201	Credit issued for a dispute previously debit to your account	7603	$20.35
01/19/23	830043218501	Credit issued for a dispute previously debit to your account	3781	$26.35
01/19/23	830033262701	Credit issued for a dispute previously debit to your account	0593	$8.35
01/19/23	830033148601	Credit issued for a dispute previously debit to your account	5373	$12.35
01/19/23	830033262501	Credit issued for a dispute previously debit to your account	0593	$6.35
01/19/23	830033262601	Credit issued for a dispute previously debit to your account	0593	$5.35
01/19/23	830033262401	Credit issued for a dispute previously debit to your account	0593	$6.35
01/20/23	830183656201	Fraud Dispute-Cardholder did not authorize the transaction	4580	-$9.35
01/20/23	830183656301	Fraud Dispute-Cardholder did not authorize the transaction	4580	-$6.35
01/20/23	730113234501	Credit issued for a dispute previously debit to your account	8254	$5.35
01/20/23	823653445501	Credit issued for a dispute previously debit to your account	8222	$8.35
01/20/23	730113215001	Credit issued for a dispute previously debit to your account	3701	$12.91
01/20/23	730093443301	Credit issued for a dispute previously debit to your account	4496	$6.35
01/20/23	730093208301	Credit issued for a dispute previously debit to your account	6941	$8.35
01/20/23	730053717301	Credit issued for a dispute previously debit to your account	1818	$4.35
01/20/23	730123407201	Credit issued for a dispute previously debit to your account	9007	$8.35
01/20/23	730133691301	Credit issued for a dispute previously debit to your account	7809	$9.34
01/20/23	730133556701	Credit issued for a dispute previously debit to your account	2718	$40.35
01/20/23	730053364301	Credit issued for a dispute previously debit to your account	6191	$32.35
01/20/23	730113214901	Credit issued for a dispute previously debit to your account	3701	$6.69
01/20/23	730123467101	Credit issued for a dispute previously debit to your account	0004	$20.35
01/20/23	730133556601	Credit issued for a dispute previously debit to your account	2718	$31.20

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CHARGEBACKS/REVERSALS

Transactions that are challenged or disputed by a cardholder or card-issuing bank.

Date	Reference No.	Description	Card Number (Last 4 Digits)	Amount
01/20/23	730103133501	Credit issued for a dispute previously debit to your account	1956	$8.35
01/20/23	730053813201	Credit issued for a dispute previously debit to your account	1852	$28.00
01/20/23	730143237601	Credit issued for a dispute previously debit to your account	0734	$8.35
01/20/23	730113214801	Credit issued for a dispute previously debit to your account	3701	$20.35
01/20/23	730123150601	Credit issued for a dispute previously debit to your account	9349	$12.35
01/21/23	830203774801	Fraud Dispute-Cardholder did not authorize the transaction	9598	-$10.35
01/21/23	830193911201	Fraud Dispute-Cardholder did not authorize the transaction	1694	-$3.35
01/21/23	730193167801	Fraud Dispute-Cardholder did not authorize the transaction	5518	-$8.35
01/21/23	730193167701	Fraud Dispute-Cardholder did not authorize the transaction	5518	-$12.35
01/21/23	730204018401	Fraud Dispute-Cardholder did not authorize the transaction	4520	-$4.35
01/21/23	730193291201	Cardholder states transaction was not properly processed	0904	-$7.35
01/21/23	830203774701	Fraud Dispute-Cardholder did not authorize the transaction	9598	-$8.73
01/21/23	830193911301	Fraud Dispute-Cardholder did not authorize the transaction	1694	-$9.21
01/21/23	830034106501	Credit issued for a dispute previously debit to your account	4547	$8.35
01/21/23	830093578901	Credit issued for a dispute previously debit to your account	8940	$13.35
01/21/23	830133061601	Credit issued for a dispute previously debit to your account	8128	$9.35
01/21/23	730103133601	Credit issued for a dispute previously debit to your account	1956	$9.09
01/21/23	730103703501	Credit issued for a dispute previously debit to your account	6899	$0.85
01/21/23	830063906301	Credit issued for a dispute previously debit to your account	6269	$20.35
01/22/23	730213635801	Cardholder states transaction was not properly processed	7582	-$4.35
01/22/23	730213318801	Fraud Dispute-Cardholder did not authorize the transaction	1930	-$1.85
01/22/23	730213220501	Cardholder states transaction was not properly processed	5295	-$19.35
01/22/23	830103239501	Credit issued for a dispute previously debit to your account	6163	$12.35
01/22/23	830103337901	Credit issued for a dispute previously debit to your account	5939	$4.35
01/22/23	830103337701	Credit issued for a dispute previously debit to your account	5939	$8.35
01/22/23	830103337801	Credit issued for a dispute previously debit to your account	5939	$4.35
01/22/23	830103537201	Credit issued for a dispute previously debit to your account	0564	$32.35
01/22/23	830133822501	Credit issued for a dispute previously debit to your account	9947	$12.05
01/23/23	830074370401	Credit issued for a dispute previously debit to your account	4145	$12.35
01/23/23	730163600901	Credit issued for a dispute previously debit to your account	5507	$2.35
01/23/23	830173131801	Credit issued for a dispute previously debit to your account	5561	$2.35
01/23/23	730183744201	Credit issued for a dispute previously debit to your account	7609	$12.35
01/23/23	730163600801	Credit issued for a dispute previously debit to your account	5507	$4.35
01/23/23	830173131701	Credit issued for a dispute previously debit to your account	5561	$3.35
01/23/23	730163601001	Credit issued for a dispute previously debit to your account	5507	$1.35
01/24/23	730233828801	Fraud Dispute-Cardholder did not authorize the transaction	5200	-$20.35
01/24/23	830124275501	Credit issued for a dispute previously debit to your account	3016	$6.35
01/24/23	830134525801	Credit issued for a dispute previously debit to your account	0982	$2.35
01/24/23	530060070401	Credit issued for a dispute previously debit to your account	2557	$32.35
01/24/23	830134525601	Credit issued for a dispute previously debit to your account	0982	$2.35
01/24/23	830134525701	Credit issued for a dispute previously debit to your account	0982	$2.35
01/24/23	530160042901	Credit issued for a dispute previously debit to your account	5339	$32.35
01/25/23	830244545301	Fraud Dispute-Cardholder did not authorize the transaction	2013	-$4.35
01/25/23	730243269101	Fraud Dispute-Cardholder did not authorize the transaction	2286	-$1.35
01/25/23	830244864201	Fraud Dispute-Cardholder did not authorize the transaction	6208	-$4.35
01/25/23	730193167801	Credit issued for a dispute previously debit to your account	5518	$8.35
01/25/23	730193167701	Credit issued for a dispute previously debit to your account	5518	$12.35
01/25/23	730193291201	Credit issued for a dispute previously debit to your account	0904	$7.35
01/25/23	830163536601	Credit issued for a dispute previously debit to your account	8904	$12.35
01/26/23	730213635801	Credit issued for a dispute previously debit to your account	7582	$4.35
01/26/23	730213220501	Credit issued for a dispute previously debit to your account	5295	$19.35
01/26/23	730204018401	Credit issued for a dispute previously debit to your account	4520	$4.35
01/26/23	730213318801	Credit issued for a dispute previously debit to your account	1930	$1.85
01/27/23	830253335701	Fraud Dispute-Cardholder did not authorize the transaction	8917	-$12.35
01/27/23	830253514601	Cardholder states transaction was not properly processed	6554	-$4.35
01/27/23	730263303501	Cardholder states transaction was not properly processed	7372	-$10.35
01/28/23	830274366501	Fraud Dispute-Cardholder did not authorize the transaction	1456	-$20.50
01/28/23	830263146101	Fraud Dispute-Cardholder did not authorize the transaction	1951	-$8.35

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YOUR CARD PROCESSING STATEMENT

Merchant Number	275173125889
Customer Service	Website - Phone - 1-800-432-7628

Statement Period 01/01/23 - 01/31/23

CHARGEBACKS/REVERSALS

Transactions that are challenged or disputed by a cardholder or card-issuing bank.

Date	Reference No.	Description	Card Number (Last 4 Digits)	Amount
01/29/23	830273258201	Fraud Dispute-Cardholder did not authorize the transaction	0175	-$32.35
01/29/23	830283801601	Fraud Dispute-Cardholder did not authorize the transaction	3842	-$32.35
01/30/23	730293088801	Fraud Dispute-Cardholder did not authorize the transaction	5726	-$4.35
01/30/23	830293029601	Fraud Dispute-Cardholder did not authorize the transaction	6175	-$9.35
01/30/23	830283939001	Fraud Dispute-Cardholder did not authorize the transaction	4163	-$4.50
01/30/23	830283999601	Fraud Dispute-Cardholder did not authorize the transaction	0615	-$6.35
01/30/23	830283999701	Fraud Dispute-Cardholder did not authorize the transaction	0615	-$8.35
01/30/23	830293029401	Fraud Dispute-Cardholder did not authorize the transaction	6175	-$21.28
01/30/23	830283999501	Fraud Dispute-Cardholder did not authorize the transaction	0615	-$8.85
01/30/23	830283999801	Fraud Dispute-Cardholder did not authorize the transaction	0615	-$6.35
01/30/23	830274165501	Cardholder states transaction was not properly processed	2800	-$4.35
01/30/23	830283944101	Fraud Dispute-Cardholder did not authorize the transaction	7042	-$2.35
01/30/23	830293029501	Fraud Dispute-Cardholder did not authorize the transaction	6175	-$16.28
TOTAL				**-$497.98**

ADJUSTMENTS

The amounts credited to, or deducted from, your account to resolve processing and billing discrepancies.

Date	Description	Amount
	No Adjustments for this Statement Period	
Total		**0.00**

FEES

Amount charged to authorize, process and settle card transactions, along with transaction-based and/or fixed amounts charged for specific card processing services.

TRANSACTION FEES	Type	Amount
MASTERCARD		
MC-BUS LEVEL 5 DATA RATE I	Interchange charges	-$433.45
MC-CORP DATA RATE I (US) BUS	Interchange charges	-$275.80
MC-PREM COM STD ACQUSISSCAN	Interchange charges	-$0.63
MC-BUS LEVEL 2 DATA RATE I	Interchange charges	-$112.25
MC-INT CON RTE 1 DIG-CMCE SPRM	Interchange charges	-$179.20
MC-WRLD ELITE SMALL TICKET CNP	Interchange charges	-$1,585.56
MC-WORLD HV SMALL TICKET CNP	Interchange charges	-$212.91
MC-REGULATED COMM (DB)	Interchange charges	-$0.65
MC-PREM COM STD ACQUSISSSAM	Interchange charges	-$0.13
MC-HIGH VAL MERIT I	Interchange charges	-$467.80
MASTERCARD ACCESS FEE 104499 TRANSACTIONS AT 0.0269	Interchange charges	-$2,811.02
MC-WORLDCARD MERIT I	Interchange charges	-$336.58
MC-CORP DATA RATE I (US) CORP	Interchange charges	-$49.54
MC-ENHANCED MERIT I	Interchange charges	-$948.17
MC-INT CON RTE 1 DIG-CMCE CORE	Interchange charges	-$255.62
MC-MERIT I ELECTRONIC COMMERCE	Interchange charges	-$125.89
MC-CORP BUSINESS INTL FLT	Interchange charges	-$42.21
MC-PREM COM STD ACQUSISSLAC	Interchange charges	-$0.54
MC-WORLD SMALL TICKET CNP	Interchange charges	-$171.19
MC-INT CON RTE 3 BASE SPRM	Interchange charges	-$2.60
MC-WORLD ELITE MERIT I	Interchange charges	-$2,827.52
MC-ENHANCED SMALL TICKET CNP	Interchange charges	-$273.38
MC-REG CONSMR US MQ (DB)	Interchange charges	-$1.08
MC-CORE SMALL TICKET CNP	Interchange charges	-$35.12
MC-REGULATED UST POS (DB)	Interchange charges	-$0.43
MC-INT CON RTE 1 DIG-CMCE PREM	Interchange charges	-$169.40
MC-REG CONSM WFRAUD ADJ MC(DB)	Interchange charges	-$1,532.49

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FEES

Amount charged to authorize, process and settle card transactions, along with transaction-based and/or fixed amounts charged for specific card processing services.

	MC-BUS LEVEL 4 DATA RATE I	Interchange charges	-$173.03
	MC-COM DATA RATE I FLT NFUEL	Interchange charges	-$223.66
	MASTERCARD ASSESSMENT FEE 0.0013 TIMES $470699.92	Interchange charges	-$611.91
	MC-DOMESTIC MERIT I PREPAID	Interchange charges	-$48.32
	MC-SM TICKET MPP CON KEY DB PP	Interchange charges	-$201.57
	MC-MERIT I ECOMM (DB)	Interchange charges	-$281.04
	MC-BUS LEVEL 3 DATA RATE I	Interchange charges	-$232.67
	MC-REGULATED FRD ADJ COMM (DB)	Interchange charges	-$1,025.23
	MC-CORP DATA RATE I (US) PUR	Interchange charges	-$53.24
	MC-PREM COM STD ACQUSISSAP	Interchange charges	-$0.05
	MC-SM TCKT MPP REG CON KEY DP	Interchange charges	-$2,566.90
	MC-CORP PURCHASING INTL PUR	Interchange charges	-$1.25
	MC LICENSE VOLUME FEE 0.000082 DISC RATE TIMES $470699.92	Service charges	-$38.60
	MC-AUTH DIGITAL ENABLEMENT MIN 102674 TRANSACTIONS AT 0.02	Fees	-$2,053.48
	MC TPE ACQ MERCH ADVICE CODE 6 TRANSACTIONS AT 0.03	Fees	-$0.18
	MC TPE NOMINAL AMNT AUTH 1 TRANSACTIONS AT 0.045	Fees	-$0.05
	MC TPE EXCESSIVE AUTH 74 TRANSACTIONS AT 0.1	Fees	-$7.40
	MC FOREIGN HANDLING FEE 0.005 TIMES $36578.05	Fees	-$182.89
	MASTERCARD AUTH FEE 104499 TRANSACTIONS AT 0.015	Fees	-$1,567.49
	MC-DECLINE REASON CODE SVC FEE 5589 TRANSACTIONS AT 0.02	Fees	-$111.78
VISA			
	VI INTEGRITY FEE DETAIL REPORT 9,167 TRANSACTIONS AT .002000	Fees	-$18.33
	VI-US BUS TR2 PRD 1	Interchange charges	-$486.32
	VI-US REGULATED COMM (DB)	Interchange charges	-$2,420.36
	VI-US BUS TR3 PRD 1	Interchange charges	-$516.37
	VI-ECOMM BSC P1 SIG PRF INFSQ	Interchange charges	-$9,621.95
	VI-US BUS TR4 PRD 1	Interchange charges	-$359.47
	VI-SUPER PREMIUM EU ISS US ACQ	Interchange charges	-$54.64
	VI-INTER PREM CEMEA ISS US ACQ	Interchange charges	-$15.90
	VI-INTER PREM EU ISS US ACQ	Interchange charges	-$10.56
	VI-CPS/ECOMM-BASIC (PP)	Interchange charges	-$1,571.52
	VI-CORPORATE PREPAID	Interchange charges	-$0.19
	VI-US BUS TR1 PRD 1	Interchange charges	-$355.54
	VI-PURCHASING CARD CNP	Interchange charges	-$154.15
	VI-BUSINESS CARD CNP (DB)	Interchange charges	-$90.07
	VI-INTREG BUS/CORP/PURCH (US)	Interchange charges	-$59.61
	VI-BUS PURCH CNP (PP)	Interchange charges	-$31.76
	VI-SUPER PREMIUM CEMEA ISS US	Interchange charges	-$7.80
	VI-INTER PREM CAN ISS US ACQ	Interchange charges	-$157.97
	VI-REG CONSUMER MQ (DB)	Interchange charges	-$20,076.86
	VI-ECOMM BSC P1 SIG INF SNQ	Interchange charges	-$3,159.46
	VI-ECOMM BASIC P1 TRAD	Interchange charges	-$1,108.41
	VI-SUPER PREMIUM AP ISS US ACQ	Interchange charges	-$6.49
	VI-CPS/ECOMM-BASIC (DB)	Interchange charges	-$1,787.50
	VI-INTREG STANDARD (US)	Interchange charges	-$390.10
	VI-INTER PREM AP ISS US ACQ	Interchange charges	-$12.02
	VISA ACCESS FEE 225023 TRANSACTIONS AT 0.0269	Interchange charges	-$6,053.12
	VI-SUPER PREMIUM LAC ISS US AC	Interchange charges	-$103.32
	VI-INTER PREM LAC ISS US ACQ	Interchange charges	-$53.32
	VISA ASSESSMENT FEE DB 0.0013 TIMES $599166.99	Interchange charges	-$778.92
	VISA ASSESSMENT FEE CR 0.0014 TIMES $465120.20	Interchange charges	-$651.17
	VI-IR REGULATED (DB)	Interchange charges	-$34.78
	VI-ECOMM BASIC P1 REWARDS	Interchange charges	-$1,955.82
	VI-CORPORATE CARD CNP	Interchange charges	-$150.99
	VI-INTERG SPREM CAN ISS US ACQ	Interchange charges	-$45.65
	VI-US BUS TR5 PRD 1	Interchange charges	-$365.03
	VISA AUTH FEE 225023 TRANSACTIONS AT 0.015	Fees	-$3,375.35
	VI-ADDRESS VER SVC FEE 217093 TRANSACTIONS AT 0.001	Fees	-$217.09
	VI NEVER APPROVE REATTEMPT FEE 5148 TRANSACTIONS AT 0.1	Fees	-$514.80
	VI DECLINE TRAN RESUB FEE 1 TRANSACTIONS AT 0.1	Fees	-$0.10

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FEES

Amount charged to authorize, process and settle card transactions, along with transaction-based and/or fixed amounts charged for specific card processing services.

VI NEVER APPROVE REATT XBORFEE 40 TRANSACTIONS AT 0.15	Fees	-$6.00
VISA FOREIGN HANDLING FEE 0.005 TIMES $53183.38	Fees	-$265.92
VI NTWK ACQ PROC FEE INTL D/P 2407 TRANSACTIONS AT 0.0355	Fees	-$85.45
VI NTWK ACQ PROC FEE INTL CR 6730 TRANSACTIONS AT 0.0395	Fees	-$265.84
DISCOVER		
DSCVR PSLECOMMERCE(DB)	Interchange charges	-$15.74
DSCVR PSLECOMMERCE(RW)	Interchange charges	-$546.88
DSCVR PSLMICROTICKET(PPLUS)	Interchange charges	-$1.95
DSCVR PSLMICROTICKET(PREM)	Interchange charges	-$10.60
DSCVR PSLMICROTICKET(DB)	Interchange charges	-$2.04
DSCVR COMML ELECT OTHER	Interchange charges	-$267.34
DSCVR PSLECOMMERCE(PREM)	Interchange charges	-$39.59
DSCVR PSLECOMMERCE(PPLUS)	Interchange charges	-$2.28
DISCOVER ASSESSMENT FEE 0.0014 TIMES $33284.14	Interchange charges	-$46.60
DSCVR-PSLMICROTICKET(RW)	Interchange charges	-$139.52
DISCOVER DATA USAGE FEE 5977 TRANSACTIONS AT 0.0025	Service charges	-$14.94
DISCOVER AUTH FEE 6217 TRANSACTIONS AT 0.015	Fees	-$93.26
ADDRS VERIFICATION SERVICE FEE 6190 TRANSACTIONS AT 0.005	Fees	-$30.95
NETWORK AUTHORIZATION FEE 6216 TRANSACTIONS AT 0.019	Fees	-$118.10
AMERICAN EXPRESS		
AMEX AUTH FEE 56764 TRANSACTIONS AT 0.015	Fees	-$851.46
Other		
DIGITAL INVESTMENT FEE $33284.14 AT0.0001	Service charges	-$3.33
AVS WATS AUTHORIZATION FEE 392489 TRANSACTIONS AT 0.01	Fees	-$3,924.89
TOTAL TRANSACTION FEES		**-$85,737.39**

ACCOUNT FEES	**Type**	**Amount**
MC MONTHLY LOCATION FEE	Fees	-$0.43
VISA NETWORK FEE CNP 2-09	Fees	-$285.89
MERCHANT RSP DAY 1-20 VISA DMS 45 TRANSACTIONS AT 1.05	Fees	-$47.25
VS INTL ACQUIRER FEE 0 TRANS TOTALING $53210.13	Fees	-$239.45
INCOMING CHARGEBACKS ALL 97 TRANSACTIONS AT 5	Fees	-$485.00
NW MC PRE ARBITRATION ACPT FEE 1 TRANSACTIONS AT 15	Fees	-$15.00
MC GLOBAL ACQUIRER FEE 0 TRANS TOTALING $36578.05	Fees	-$310.91
US CROSS BORDER FEE 0 TRANS TOTALING $36318.57	Fees	-$217.91
VISA INTL SERVICE FEE - BASE 0 TRANS TOTALING $53210.13	Fees	-$532.10
TOTAL ACCOUNT FEES		**-$2,133.94**

TOTAL	**-$87,871.33**
Total Interchange Charges	**-$71,989.71**
Total Service Charges	**-$56.87**
Total Fees	**-$15,824.75**
Total (Service Charges, Interchange Charges, and Fees)	**-$87,871.33**

INTERCHANGE

These are the variable fees charged by Card Organizations for processing transactions.
The interchange charges in this section are also reflected in the Fee section of the statement.

Product/Description	Sales Total	% Of Sales	Number of Transactions	% of Total Transactions	Interchange Cost Rate	Interchange Cost Per Transaction	Sub Total	Total Interchange Charges
MASTERCARD								
MC-REGULATED COMM (DB)	$39.55	0%	3	0%	0.0005	$0.210	-$0.65	
MC-INT CON RTE 1 DIG-CMCE SPRM	$9,052.53	2%	1,593	2%	0.0198	0.000	-$179.20	
MC-INT CON RTE 1 DIG-CMCE CORE	$15,976.44	3%	2,347	2%	0.0160	0.000	-$255.62	
MC-DOMESTIC MERIT I PREPAID	$1,426.90	0%	116	0%	0.0176	$0.200	-$48.32	

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INTERCHANGE

These are the variable fees charged by Card Organizations for processing transactions.
The interchange charges in this section are also reflected in the Fee section of the statement.

Product/Description	Sales Total	% Of Sales	Number of Transactions	% of Total Transactions	Interchange Cost Rate	Interchange Cost Per Transaction	Sub Total	Total Interchange Charges
MC-PREM COM STD ACQUSISSCAN	$31.40	0%	4	0%	0.0200	0.000	-$0.63	
MC-HIGH VAL MERIT I	$13,196.29	3%	1,247	1%	0.0260	$0.100	-$467.80	
MC-MERIT I ECOMM (DB)	$10,095.28	2%	763	1%	0.0165	$0.150	-$281.04	
MC-PREM COM STD ACQUSISSSAM	$6.39	0%	1	0%	0.0200	0.000	-$0.13	
MC-PREM COM STD ACQUSISSAP	$2.35	0%	1	0%	0.0200	0.000	-$0.05	
MC-BUS LEVEL 2 DATA RATE I	$2,087.40	0%	538	1%	0.0280	$0.100	-$112.25	
MC-INT CON RTE 3 BASE SPRM	$131.49	0%	18	0%	0.0198	0.000	-$2.60	
MC-WORLD ELITE MERIT I	$79,116.23	17%	7,705	8%	0.0260	$0.100	-$2,827.52	
MC-BUS LEVEL 4 DATA RATE I	$3,299.47	1%	757	1%	0.0295	$0.100	-$173.03	
MC-WORLDCARD MERIT I	$10,648.99	2%	1,023	1%	0.0220	$0.100	-$336.58	
MC-SM TCKT MPP REG CON KEY DP	$74,762.13	16%	25,898	27%	0.0170	$0.050	-$2,566.90	
MC-BUS LEVEL 5 DATA RATE I	$9,121.64	2%	1,598	2%	0.0300	$0.100	-$433.45	
MC-BUS LEVEL 3 DATA RATE I	$4,665.15	1%	997	1%	0.0285	$0.100	-$232.67	
MC-INT CON RTE 1 DIG-CMCE PREM	$9,155.33	2%	1,366	1%	0.0185	0.000	-$169.40	
MC-REGULATED UST POS (DB)	$22.12	0%	2	0%	0.0005	$0.210	-$0.43	
MC-MERIT I ELECTRONIC COMMERCE	$4,394.65	1%	402	0%	0.0195	$0.100	-$125.89	
MC-REG CONSM WFRAUD ADJ MC(DB)	$82,778.74	18%	6,777	7%	0.0005	$0.220	-$1,532.49	
MC-CORP DATA RATE I (US) PUR	$1,349.24	0%	168	0%	0.0270	$0.100	-$53.24	
MC-REGULATED FRD ADJ COMM (DB)	$23,215.96	5%	4,607	5%	0.0005	$0.220	-$1,025.23	
MC-CORP DATA RATE I (US) BUS	$5,946.40	1%	1,182	1%	0.0265	$0.100	-$275.80	
MC-COM DATA RATE I FLT NFUEL	$5,204.50	1%	831	1%	0.0270	$0.100	-$223.66	
MC-ENHANCED SMALL TICKET CNP	$9,373.61	2%	3,819	4%	0.0210	$0.020	-$273.38	
MC-ENHANCED MERIT I	$27,924.04	6%	3,616	4%	0.0210	$0.100	-$948.17	
MC-WRLD ELITE SMALL TICKET CNP	$45,045.38	10%	20,719	22%	0.0260	$0.020	-$1,585.56	
MC-CORP BUSINESS INTL FLT	$2,110.50	0%	307	0%	0.0200	0.000	-$42.21	
MC-PREM COM STD ACQUSISSLAC	$27.05	0%	3	0%	0.0200	0.000	-$0.54	
MC-CORE SMALL TICKET CNP	$1,272.00	0%	516	1%	0.0195	$0.020	-$35.12	
MC-WORLD SMALL TICKET CNP	$5,618.47	1%	2,379	2%	0.0220	$0.020	-$171.19	
MC-REG CONSMR US MQ (DB)	$60.75	0%	5	0%	0.0005	$0.210	-$1.08	
MC-CORP DATA RATE I (US) CORP	$1,141.82	0%	187	0%	0.0270	$0.100	-$49.54	
MC-CORP PURCHASING INTL PUR	$62.45	0%	7	0%	0.0200	0.000	-$1.25	
MC-WORLD HV SMALL TICKET CNP	$6,188.21	1%	2,601	3%	0.0260	$0.020	-$212.91	
MC-SM TICKET MPP CON KEY DB PP	$6,149.07	1%	1,939	2%	0.0170	$0.050	-$201.57	
MASTERCARD TOTAL	**$470,699.92**		**96,042**					**-$14,847.10**
VISA								
VI-ECOMM BSC P1 SIG INF SNQ	$75,666.80	7%	16,080	8%	0.0205	$0.100	-$3,159.46	
VI-US BUS TR4 PRD 1	$7,602.96	1%	1,352	1%	0.0295	$0.100	-$359.47	
VI-CORPORATE CARD CNP	$3,235.68	0%	636	0%	0.0270	$0.100	-$150.99	
VI-BUSINESS CARD CNP (DB)	$2,259.87	0%	347	0%	0.0245	$0.100	-$90.07	
VI-CORPORATE PREPAID	$3.35	0%	1	0%	0.0265	$0.100	-$0.19	
VI-INTER PREM LAC ISS US ACQ	$2,962.33	0%	523	0%	0.0180	0.000	-$53.32	
VI-SUPER PREMIUM LAC ISS US AC	$5,244.75	0%	980	0%	0.0197	0.000	-$103.32	
VI-INTER PREM CAN ISS US ACQ	$8,776.34	1%	1,319	1%	0.0180	0.000	-$157.97	
VI-SUPER PREMIUM EU ISS US ACQ	$2,773.45	0%	455	0%	0.0197	0.000	-$54.64	
VI-REG CONSUMER MQ (DB)	$463,248.07	44%	90,198	44%	0.0005	$0.220	-$20,076.86	
VI-INTREG BUS/CORP/PURCH (US)	$2,980.70	0%	477	0%	0.0200	0.000	-$59.61	
VI-SUPER PREMIUM AP ISS US ACQ	$329.65	0%	44	0%	0.0197	0.000	-$6.49	
VI-PURCHASING CARD CNP	$3,771.42	0%	523	0%	0.0270	$0.100	-$154.15	
VI-ECOMM BASIC P1 REWARDS	$48,865.40	5%	9,593	5%	0.0204	$0.100	-$1,955.82	
VI-BUS PURCH CNP (PP)	$670.07	0%	140	0%	0.0265	$0.100	-$31.76	
VI-INTER PREM EU ISS US ACQ	$586.56	0%	87	0%	0.0180	0.000	-$10.56	
VI-US BUS TR1 PRD 1	$7,408.07	1%	1,592	1%	0.0265	$0.100	-$355.54	
VI-US BUS TR5 PRD 1	$7,934.33	1%	1,270	1%	0.0300	$0.100	-$365.03	
VI-US REGULATED COMM (DB)	$56,627.11	5%	10,872	5%	0.0005	$0.220	-$2,420.36	
VI-ECOMM BASIC P1 TRAD	$28,220.03	3%	5,751	3%	0.0189	$0.100	-$1,108.41	
VI-CPS/ECOMM-BASIC (DB)	$43,470.28	4%	7,134	3%	0.0165	$0.150	-$1,787.50	
VI-IR REGULATED (DB)	$910.83	0%	156	0%	0.0005	$0.220	-$34.78	

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INTERCHANGE

These are the variable fees charged by Card Organizations for processing transactions.
The interchange charges in this section are also reflected in the Fee section of the statement.

Product/Description	Sales Total	% Of Sales	Number of Transactions	% of Total Transactions	Interchange Cost Rate	Interchange Cost Per Transaction	Sub Total	Total Interchange Charges
VI-US BUS TR2 PRD 1	$10,204.30	1%	2,006	1%	0.0280	$0.100	-$486.32	
VI-SUPER PREMIUM CEMEA ISS US	$396.08	0%	68	0%	0.0197	0.000	-$7.80	
VI-CPS/ECOMM-BASIC (PP)	$31,977.41	3%	5,060	2%	0.0175	$0.200	-$1,571.52	
VI-ECOMM BSC P1 SIG PRF INFSQ	$208,967.02	20%	43,959	21%	0.0250	$0.100	-$9,621.95	
VI-INTER PREM CEMEA ISS US ACQ	$883.08	0%	168	0%	0.0180	0.000	-$15.90	
VI-INTREG STANDARD (US)	$24,381.28	2%	3,864	2%	0.0160	0.000	-$390.10	
VI-INTERG SPREM CAN ISS US ACQ	$2,317.35	0%	362	0%	0.0197	0.000	-$45.65	
VI-INTER PREM AP ISS US ACQ	$667.73	0%	80	0%	0.0180	0.000	-$12.02	
VI-US BUS TR3 PRD 1	$10,944.89	1%	2,044	1%	0.0285	$0.100	-$516.37	
VISA TOTAL	**$1,064,287.19**		**207,141**					**-$45,163.93**
DISCOVER								
DSCVR PSLECOMMERCE(DB)	$510.90	2%	34	1%	0.0175	$0.200	-$15.74	
DSCVR PSLMICROTICKET(PPLUS)	$43.72	0%	21	0%	0.0205	$0.050	-$1.95	
DSCVR PSLMICROTICKET(PREM)	$538.28	2%	197	3%	0.0197	0.000	-$10.60	
DSCVR PSLECOMMERCE(RW)	$18,526.19	56%	1,708	29%	0.0203	$0.100	-$546.88	
DSCVR PSLMICROTICKET(DB)	$113.43	0%	48	1%	0.0180	0.000	-$2.04	
DSCVR PSLECOMMERCE(PPLUS)	$67.10	0%	6	0%	0.0250	$0.100	-$2.28	
DSCVR COMML ELECT OTHER	$5,045.62	15%	958	16%	0.0245	$0.150	-$267.34	
DSCVR PSLECOMMERCE(PREM)	$1,282.45	4%	133	2%	0.0205	$0.100	-$39.59	
DSCVR-PSLMICROTICKET(RW)	$7,156.45	22%	2,872	48%	0.0195	0.000	-$139.52	
DISCOVER TOTAL	**$33,284.14**		**5,977**					**-$1,025.94**
AMERICAN EXPRESS								
AMEX PASS-THRU	$256,398.38	100%	55,700	100%	0.0000	0.000	0.00	
AMERICAN EXPRESS TOTAL	**$256,398.38**		**55,700**					**0.00**
TOTAL	**$1,824,669.63**		**364,860**					**-$61,036.97**

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ATTACHMENT C

SUNBIZ & PROPOSAL RESPONSE TO RFQ

Detail by Entity Name

Florida Profit Corporation
PAYBYPHONE US INC.

Filing Information

Document Number	P23000076110
FEI/EIN Number	NONE
Date Filed	10/26/2023
State	FL
Status	ACTIVE

Principal Address

1290 HOMER STREET
UNIT 600
VANCOUVER, BC V6B 2-Y5 CA

Mailing Address

1290 HOMER STREET
UNIT 600
VANCOUVER, BC V6B 2-Y5 CA

Registered Agent Name & Address

NRAI SERVICES, INC.
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Officer/Director Detail

Name & Address

Title P

SAMRA, SATYAJIT, MR
600-1290 HOMER STREET
VANCOUVER, BC V6B 2-Y5 CA

Title SEC

BOCHKARYOVA, OLGA, MRS
600-1290 HOMER STREET
VANCOUVER, BC V6B 2-Y5 CA

Title TREA

BID SUBMITTAL QUESTIONNAIRE

SECTION 1 – BID CERTIFICATION FORM

This document is a **REQUIRED FORM** that must be submitted fully completed and submitted.

Solicitation No:	Solicitation Title:
BID NUMBER	*PROJECT TITLE*

BIDDER'S NAME: **PayByPhone US Inc.**		
NO. OF YEARS IN BUSINESS: **22**	NO. OF YEARS IN BUSINESS LOCALLY: **22**	NO. OF EMPLOYEES: **289**
OTHER NAME(S) BIDDER HAS OPERATED UNDER IN THE LAST 10 YEARS: **N/a**		
BIDDER PRIMARY ADDRESS (HEADQUARTERS): **6th Floor, 1290 Homer Street, Vancouver, BC, Canada, V6B 2Y5**		
CITY: **Vancouver**		
STATE: **British Columbia**	ZIP CODE: **V6B 2Y5**	
TELEPHONE NO.: **6046424286**		
TOLL FREE NO.: **N/a**		
FAX NO.: **1.866.286.5401**		
BIDDER LOCAL ADDRESS: **6th Floor, 1290 Homer Street**		
CITY: **Vancouver**		
STATE: **British Columbia**	ZIP CODE: **V6B 2Y5**	
PRIMARY ACCOUNT REPRESENTATIVE FOR THIS ENGAGEMENT: **Teresa Trussell**		
ACCOUNT REP TELEPHONE NO.: **6046424286**		
ACCOUNT REP TOLL FREE NO.: **N/a**		
ACCOUNT REP EMAIL: **ttrussell@paybyphone.com**		
FEDERAL TAX IDENTIFICATION NO.: **87-3652865**		

By virtue of submitting a bid, bidder agrees: a) to complete and unconditional acceptance of the terms and conditions of this document and the solicitation, including all addendums specifications, attachments, exhibits, appendices and any other document referenced in the solicitation c) that the bidder has not divulged, discussed, or compared the proposal with other bidders and has not colluded with any other bidder or party to any other bid; d) that bidder acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; e) if bid is accepted, to execute an appropriate City of Miami Beach document for the purpose of establishing a formal contractual relationship between the bidder and the City of Miami Beach, Florida, for the performance of all requirements to which the bid pertains; and f) that all responses, data and information contained in the bid submittal are true and accurate.

The individual named below affirms that s/he: is a principal of the applicant duly authorized to execute this questionnaire, and that the contents of said document(s) are complete, true, and correct to the best of his/her knowledge and belief.

Name and Title of Bidder's Authorized Representative:	Signature of Bidder 's Authorized Representative:
Sonny Samra	**Sonny Samra**

SECTION 2 - ACKNOWLEDGEMENT OF ADDENDUM

After issuance of solicitation, the City may release one or more addendum to the solicitation, which may provide additional information to bidders or alter solicitation requirements. The City will strive to reach every bidder having received solicitation through the City's e-procurement system. However, bidders are solely responsible for assuring they have received any and all addendum issued pursuant to solicitation. This Acknowledgement of Addendum section certifies that the bidder has received all addendum released by the City pursuant to this solicitation. Failure to obtain and acknowledge receipt of all addenda may result in proposal disqualification.

Enter Initial to Confirm Receipt		Enter Initial to Confirm Receipt		Enter Initial to Confirm Receipt	
SS	Addendum 1		Addendum 6		Addendum 11
SS	Addendum 2		Addendum 7		Addendum 12
	Addendum 3		Addendum 8		Addendum 13
	Addendum 4		Addendum 9		Addendum 14
	Addendum 5		Addendum 10		Addendum 15

If additional confirmation of addendum is required, submit under separate cover.

SECTION 3 - CONFLICT OF INTEREST

All bidders must disclose the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Further, all bidders must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the bidder entity or any of its affiliates.

	FIRST AND LAST NAME	RELATIONSHIP
1	**N/A**	
2		
3		
4		
5		
6		

SECTION 4 - FINANCIAL CAPACITY

At time of request by the City, bidder shall request that Dun & Bradstreet submit its Supplier Qualifier Report directly to the City, with bid or within three (3) days of request. Bidder shall arrange for Dun & Bradstreet to submit a Supplier Qualification Report (SQR) directly to the City. No proposal will be considered without receipt (when requested), by the City, of the SQR directly from Dun & Bradstreet. The cost of the preparation of the SQR shall be the responsibility of the bidder. The bidder shall request the SQR report from D&B at:
https://supplierportal.dnb.com/webapp/wcs/stores/servlet/SupplierPortal?storeId=11696
Bidders are responsible for the accuracy of the information contained in its SQR. It is highly recommended that each bidder review the information contained in its SQR for accuracy prior to submittal to the City and as early as possible in the solicitation process. For assistance with any portion of the SQR submittal process, contact Dun & Bradstreet at 800-424-2495.

SECTION 5 - REFERENCES AND PAST PERFORMANCE

Project No.	*BID NUMBER*
Project Title	*PROJECT TITLE*

Bidder shall submit at least three (3) references for whom the bidder has completed work similar in size and nature as the work referenced in solicitation. Bidder may submit additional references as part of its bids submittal.

Reference No.1

Firm Name: **Miami Parking Authority**

Contact Individual Name and Title: **Angel Diaz, Director of Operations**

Address: **40 Northwest 3 Street, Miami, FL 33128**

Telephone: **1-305-373-6789 x267**

Contact's Email: **adiaz@miamiparking.com**

Narrative on Scope of Services Provided, Project Budget, and Project Dates:
Provide city with mobile payment services since 2008 (initial go live), our resident rate feature, rights and rates for resident discounts, and enforcement and in-house integrations. The City has continued to renew with PayByPhone since this timeâ□□ to cover us on the duration portion. The project budget part always blows my mind and never makes sense to me. PThe City has continued to renew with PayByPhone since this time. PayByPhone negotiated with the City regarding budget expectations at the time of contract execution, and we have performed within these expectations (or exceeded them).

Reference No.2

Firm Name: **City of Pompano Beach Florida**

Contact Individual Name and Title: **Jeff Lantz, Parking Manager**

Address: **3460 NE 3rd Street, Pompano, Florida 33060**

Telephone: **954-786-5580**

Contact's Email: **Jeff.Lantz@copbfl.com**

Narrative on Scope of Services Provided, Project Budget, and Project Dates:
Provide city with mobile payment services since April 21 (initial go live) and enforcement and enforcement integrations. The City has continued to renew with PayByPhone since this time. PayByPhone negotiated with the City regarding budget expectations at the time of contract execution, and we have performed within these expectations (or exceeded them).

Reference No.3

Firm Name: **City of Seattle Washington**

Contact Individual Name and Title: **Mary Catherine Snyder, Parking Strategist**

Address: **700 5th Avenue, Seattle, Washington 98104**

Telephone: **1-206-684-8110**

Contact's Email: **Marycatherine.snyder@seattle.gov**

Narrative on Scope of Services Provided, Project Budget, and Project Dates:
Provide city with mobile payment services since July 2013 (initial go live) and enforcement and enforcement integrations. The City has continued to renew with PayByPhone since this time. PayByPhone negotiated with the City regarding budget expectations at the time of contract execution, and we have performed within these expectations (or exceeded them).

SECTION 6 – SUSPENSION, DEBARMENT, OR CONTRACT CANCELLATION

Has bidder ever been debarred, suspended or other legal violation, or had a contract cancelled due to non-performance by any public sector agency?

☐ YES ☑ NO

If answer to above is "YES," bidder shall submit a statement detailing the reasons that led to action(s):

SECTION 7 - SMALL AND DISADVANTAGED BUSINESS CERTIFICATION

Pursuant to Resolution 2020-31519, the City is tracking the Small and Disadvantaged Businesses, as certified by Miami-Dade County that have been certified as Small or Disadvantaged Business by Miami-Dade County.

Does bidder possess Small or Disadvantaged Business certification by Miami-Dade County?

☐ YES ☑ NO

SECTION 8 - LGBT BUSINESS ENTERPRISE CERTIFICATION

Pursuant to Resolution 2020-31342, the City is tracking the utilization of LGBT owned firms that have been certified as an LGBT Business Enterprise by the National Gay and Lesbian Chamber of Commerce (NGLCC).

Does bidder possess LGBT Business Enterprise Certification by the NGLCC?

☐ YES ☑ NO

SECTION 9 - BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION FORM

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Contractor certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq*., apply to this certification and disclosure, if any.

By virtue of submitting bid, bidder certifies or affirms its compliance with the Byrd Anti-Lobbying Amendment Certification.

Name and Title of Bidder’s Authorized Representative: **Sonny Samra**	Signature of Bidder ’s Authorized Representative: **Sonny Samra**

SECTION 10 - SUSPENSION AND DEBARMENT CERTIFICATION

The Contractor acknowledges that:

(1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions."

By virtue of submitting bid, bidder certifies or affirms its compliance with the Suspension and Debarment Certification.

Name and Title of Bidder's Authorized Representative: **Sonny Samra**	Signature of Bidder 's Authorized Representative: **Sonny Samra**

SECTION 11 – CONE OF SILENCE

Pursuant to Section 2-486 of the City Code, all procurement solicitations once advertised and until an award recommendation has been forwarded to the City Commission by the City Manager are under the "Cone of Silence." The Cone of Silence ordinance is available at https://library.municode.com/fl/miami_beach/codes/code_of_ordinances?nodeId=SPAGEOR_CH2AD_ARTVIISTCO_DIV4PR_S2-486COSI

Any communication or inquiry in reference to this solicitation with any City employee or City official is strictly prohibited with the of exception communications with the Procurement Director, or his/her administrative staff responsible for administering the procurement process for this solicitation providing said communication is limited to matters of process or procedure regarding the solicitation. Communications regarding this solicitation are to be submitted in writing to the Procurement Contact named herein with a copy to the City Clerk at rafaelgranado@miamibeachfl.gov .

By virtue of submitting bid, bidder certifies that it is in compliance with the Cone of Silence Ordinance, pursuant to Section 2-486 of the City Code.

SECTION 12 – CODE OF BUSINESS ETHICS

Pursuant to City Resolution No.2000-23789, the Bidder shall adopt a Code of Business Ethics prior to executing a contract with the City. The Code of Business Ethics shall be submitted to the Procurement Department with its response or within three (3) days of request by the City. The Code shall, at a minimum, require the Bidder, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City Code. In lieu of submitting Code of Business Ethics, bidder may indicate that it will adopt, as required in the ordinance, the City of Miami Beach Code of Ethics, available at http://www.miamibeachfl.gov/city-hall/procurement/procurement-related-ordinance-and-procedures/

Bidder will submit firm's Code of Business Ethics within three (3) days of request by the City?

☑ YES ☐ NO

Bidder adopts the City of Miami Beach Code of Business Ethics?

☑ YES ☐ NO

SECTION 13 – LOBBYIST REGISTRATION & CAMPAIGN CONTRIBUTION REQUIREMENTS

This solicitation is subject to, and all bidders are expected to be or become familiar with, all City lobbyist laws, including lobbyist registration requirements and prohibition on campaign contributions, including:

- Lobbyist Registration Requirements sections 2-397 through 2-485.3 of City Code (https://library.municode.com/fl/miami_beach/codes/code_of_ordinances?nodeId=SPAGEOR_CH2AD_ARTVIISTCO_DIV3LO)
- Campaign Contribution Requirements sections 2-487 and 2-488 of City Code (https://library.municode.com/fl/miami_beach/codes/code_of_ordinances?nodeId=SPAGEOR_CH2AD_ARTVIISTCO_DIV5CAFIRE)

By virtue of submitting bid, bidder certifies or affirms that they have read and understand the above Lobbyist Registration & Campaign Contribution Requirements.

SECTION 14 – NON-DISCRIMINATION

The Non-Discrimination ordinance is available at:
https://library.municode.com/fl/miami_beach/codes/code_of_ordinances?nodeId=SPAGEOR_CH2AD_ARTVIPR_DIV3COPR_S2-375NSCCOREWA

By virtue of submitting bid, bidder agrees it is and shall remain in full compliance with Section 2-375 of the City of Miami Beach City Code.

SECTION 15 – FAIR CHANCE REQUIREMENT

The Fair Chance Ordinance No. 2016-4012 is available at:
https://library.municode.com/fl/miami_beach/codes/code_of_ordinances?nodeId=SPAGEOR_CH62HURE_ARTVFACHOR

By virtue of submitting bid, bidder certifies that it has adopted policies, practices and standards consistent with the City's Fair Chance Ordinance. Bidder agrees to provide the City with supporting documentation evidencing its compliance upon request. Bidder further agrees that any breach of the representations made herein shall constitute a material breach of contract, and shall entitle the City to the immediate termination for cause of the agreement, in addition to any damages that may be available at law and in equity.

SECTION 16 – PUBLIC ENTITY CRIMES

Please refer to Section 287.133(2)(a), Florida Statutes, available at:
https://www.flsenate.gov/Laws/Statutes/2012/287.133

By virtue of submitting bid, bidder agrees with the requirements of Section 287.133, Florida Statutes, and certifies it has not been placed on convicted vendor list.

SECTION 17 – VETERAN BUSINESS ENTERPRISES PREFERENCE

Pursuant to City of Miami Beach Ordinance No. 2011-3748, https://library.municode.com/fl/miami_beach/codes/code_of_ordinances?nodeId=SPAGEOR_CH2AD_ARTVIPR_DIV3COPR_S2-374PRPRPRVECOGOCOSE the City shall give a preference to a responsive and responsible bidder which is a small business concern owned and controlled by a veteran(s) or which is a service-disabled veteran business enterprise, and which is within five percent (5%) of the lowest and best bidder, by providing such bidder an opportunity of providing said goods or contractual services for the lowest responsive bid amount. Whenever, as a result of the foregoing preference, the adjusted prices of two (2) or more bidders which are a small business concern owned and controlled by a

veteran(s) or a service-disabled veteran business enterprise constitute the lowest bid pursuant to an ITB, RFP, RFQ, ITN or oral or written request for quotation, and such bids are responsive, responsible and otherwise equal with respect to quality and service, then the award shall be made to the service-disabled veteran business enterprise.

Is the bidder a service-disabled veteran business enterprise certified by the ***State of Florida***?

☐ YES ☑ NO

Is the bidder a service-disabled veteran business enterprise certified by the ***United States Federal Government***?

☐ YES ☑ NO

SECTION 18 - EQUAL BENEFITS FOR EMPLOYEES WITH SPOUSES AND EMPLOYEES WITH DOMESTIC PARTNERS

When awarding competitively solicited contracts valued at over $100,000 whose contractors maintain 51 or more full time employees on their payrolls during 20 or more calendar work weeks, the Equal Benefits for Domestic Partners Ordinance 2005-3494 requires certain contractors doing business with the City of Miami Beach, who are awarded a contract pursuant to competitive bids, to provide "Equal Benefits" to their employees with domestic partners, as they provide to employees with spouses. The Ordinance applies to all employees of a Contractor who work within the City limits of the City of Miami Beach, Florida; and the Contractor's employees located in the United States, but outside of the City of Miami Beach limits, who are directly performing work on the contract within the City of Miami Beach.

Does bidder provide or offer access to any benefits to employees with spouses or to spouses of employees?

☑ YES ☐ NO

Does bidder provide or offer access to any benefits to employees with (same or opposite sex) domestic partners or to domestic partners of employees?

☑ YES ☐ NO

Please check all benefits that apply to your answers above and list in the "other" section any additional benefits not already specified. Note: some benefits are provided to employees because they have a spouse or domestic partner, such as bereavement leave; other benefits are provided directly to the spouse or domestic partner, such as medical insurance.

BENEFIT	Bidder Provides for Employees with Spouses	Bidder Provides for Employees with Domestic Partners	Bidder does not Provide Benefit
Health	**Yes**	**Yes**	
Sick Leave	**Yes**	**Yes**	
Family Medical Leave	**Yes, based on state/provincial laws where person resides**	**Dependent on state/provincial laws where person resides**	
Bereavement Leave	**Yes**	**Yes**	

If Bidders cannot offer a benefit to domestic partners because of reasons outside your control, (e.g., there are no insurance providers in your area willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent and submit a completed Reasonable Measures Application with all necessary documentation. Your Reasonable Measures Application will be reviewed for consideration by the City Manager, or his designee. Approval is not guaranteed and the City

Manager's decision is final. Further information on the Equal Benefits requirement is available at http://www.miamibeachfl.gov/city-hall/procurement/procurement-related-ordinance-and-procedures/

SECTION 19 – MORATORIUM ON TRAVEL TO AND THE PURCHASE OF GOODS OR SERVICES FROM MISSISSIPPI

Pursuant to Resolution 2016-29375, the City of Miami Beach, Florida prohibits the purchase of goods or services sourced in Mississippi. Are any of the products for which the applicant is seeking to be prequalified sourced in Mississippi?

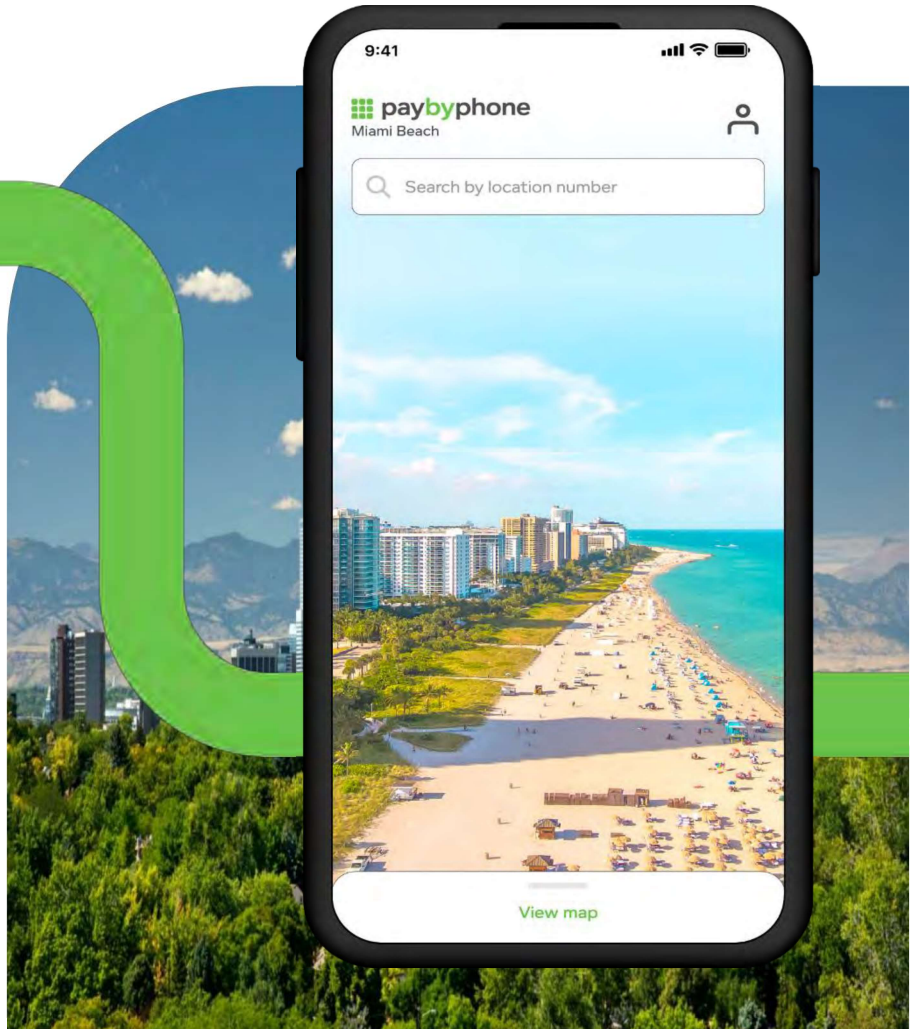
☐ YES ☑ NO

If yes, explain.

Simplifying Your Journey

Mobile Parking Payment System – City of Miami Beach, FL

Request for Qualification No. 2023-051-WG
April 3, 2023



Teresa Trussell
Senior Sales Director

PayByPhone Technologies Inc.
6th Floor, 1290 Homer Street
Vancouver, BC, Canada, V6B 2Y5

Phone: 740.416.0948
Email: ttrussell@paybyphone.com

paybyphone

6th Floor, 1290 Homer Street
Vancouver, BC, Canada, V6B 2Y5
paybyphone.com

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Confidentiality Statement

The information contained in this document is confidential, privileged, and only for the information of the intended recipient and may not be used, published, or redistributed without the prior written consent of PayByPhone.

1.1 Cover Letter

April 5, 2023

William Garviso
City of Miami Beach, Procurement Division
1700 Convention Center Drive
Miami Beach, FL 33139

Re: Mobile Payment Solutions Request for Proposals

Dear William:

PayByPhone seeks to partner with the City of Miami Beach (City) to deliver a world-renowned mobile parking payment solution creating a seamless and contactless parking experience. Founded in 2001, PayByPhone is the largest and most successful mobile parking payments company in the world. We have over 55M users in thousands of locations and are owned by Volkswagen Financial Services (VWFS), AG.

We believe PayByPhone is the best solution for you for the following reasons:

- **Local User Base & Adoption –** PayByPhone has been present in the Miami area since 2008, and since that time, we have expanded into 55 unique locations throughout the state. During 2022, this resulted in nearly 1M active users - 50% of these are in the Miami area alone - and 21M+ transactions in Florida with 52% of these occurring in the Miami area. This demonstrates PayByPhone's regional saturation, and a combination of our strong local presence and marketing endeavors can exponentially grow your adoption while creating a seamless parking experience for your drivers.
- **Flexible Rates and Self-serve –** We handle rate policies for local cities such as the Miami Parking Authority, North Bay Village, Surfside Beach, Bal Harbour, Coral Gables, and even the Miami Marlins. Across North America, we are present in Cities such as San Francisco, CA; Seattle, WA; and Lexington, KY—to name a few. We support the largest variety of rates, including resident rate features, to meet all your needs, which can be independently adjusted by you and your team.
- **A solution that drivers love –** The PayByPhone app delivers the best experience for drivers, with the highest ratings in the industry (4.9 out of a five-star rating from 458,675 reviewers in iOS app store, America).
- **12 languages –** PayByPhone is a multilingual app with global appeal available in English, Spanish, and French—to name a few!

We look forward to working with you to facilitate a simpler, faster, and better parking experience for your drivers– freeing you up to focus on what matters most: helping your customers get the most out of mobility as a service. If you have any questions, please feel free to contact me at the details below.

Sincerely,

Sonny Samra, Senior Director of Business Growth
Tel: 720-710-7198
Email: ssamra@paybyphone.com

Teresa Trussell, Sales Director
Tel: 740.416.0948
Email: ttrussell@paybyphone.com

TAB 2 Experience and Qualifications

2.1 Qualifications of Proposing Firm

PayByPhone delivers high levels of application ratings and digital payments through service design, full cycle marketing, and the customer support experience. Our service turns high volumes of digital payments into reduced infrastructure costs for cities. As more people use the application to pay for parking, cities may eventually remove meters and pay stations completely.

Having digital payment technology is only one piece — drivers also need to use the service to show it's a true benefit to the City. Our mobile application is easy to use, and supported by targeted marketing campaigns that boost awareness and adoption. Our application is recognized globally and across North America by drivers who regularly use their mobile devices to pay for parking, which includes nearby areas such as the Miami Parking Authority (MPA), Miami Dade County Parks, The City of Tampa, The Miami Marlins, Miami Dade Metro Rail, Paradise Parking Miami, Florida International University (FIU), DEC Parking Way LLC Miami, Diamond Parking Miami, LAZ South Beach, The City of Pompano Beach, and the City of South Miami.

With digital transaction volumes driven by consumer behavior and compliance to parking regulations, the City will experience decreased costs in enforcement and equipment maintenance. With our service, the City will have a turnkey solution — smart city technology available to monitor program performance and a popular mobile parking application for drivers who already know and love it. Partnership for mutual success is a mantra at PayByPhone. Our long-term partnerships result in the highest adoption rates in the industry – a metric that helps define project success.

PayByPhone's mobile payments account for greater than 50 percent of parking revenue for many of our clients and greater than 90 percent for some of our key clients. These high adoption rates are because PayByPhone provides ongoing promotional support to the City to accelerate driver adoption. As well, the nature of PayByPhone's service as a single, globally available app helps boost adoption rates because drivers are often already familiar with the app from their use of privately-owned off-street lots that feature PayByPhone. The single, globally available mobile app means that clients will automatically benefit from enhancements that we are constantly making to the platform without incurring additional and costly "app upgrade" fees. At the same time, PayByPhone's optional dynamic labeling feature enables clients to provide a locally relevant user experience for City drivers.

Simply offering a mobile payment service is not enough. Drivers must love the solution in order to change their habits. Our app is simple to use, widely recognized across North America and internationally, and is supported by effective marketing campaigns that promote awareness and encourage drivers to use it.

Our seasoned professionals are supported by dedicated engineers and staff and will be available to the City through the duration of our partnership. Our team has successfully deployed the PayByPhone application many times and has developed a collaborative implementation plan that will suit your needs. Our typical timeline for implementation is approximately six to eight weeks from initiation to go-live and another two weeks for administrative wrap-up. With the PayByPhone solution, the benefits to the City include the following:

- A user-friendly and widely recognized system that is robust and provides top-level security, including PCI-DSS Level 1 compliance.
- High adoption rates with a globally recognized mobile application.

- Secure and easy to use payment methods including credit card, Apple Pay, Google Pay, and PayPal.
- Minimized implementation and operational costs for the system through vendor supplied training.
- Optimized market exposure, consistent branding, and engagement with community merchants by PayByPhone's award winning marketing department.
- Collaboration in the process of identifying requirements, needs for configuration, and development of customization. Testing, training, and soft launch will facilitate a smooth launch to go-live.
- Extensive experience driving high adoption rates and included promotional support to ensure the program achieves maximum value for the City.
- A practical investment in a scalable mobile parking payment program that optimizes implementation, continual growth, with future revenues.

PayByPhone is a global leader in mobility payment solutions, having moved the needle in this space long before anyone else did. We were founded in Vancouver, BC, in 2001 with the sole purpose of creating a frictionless, enjoyable parking experience for drivers and all who work in the parking industry – using mobile and Web technologies to do this. We are now a global company and a subsidiary of Volkswagen Financial Services (VWFS), AG, (think brands such as Audi, Porsche, Bentley, Lamborghini, Bugatti, VW) committed to investing in parking innovation, mobility, and exceptional service.

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We continue to reach milestones in the parking space. Consider the following:

- 60 million users (and counting) in 1,300+ cities – Vancouver, Seattle, San Francisco, London, Paris, and more – and 1,000+ locations.
- Operating in 7 countries; 1,459 clients worldwide
- 193+ million in yearly transactions
- US $814+ million payments processed.
- Financially secure – subsidiary of Germany's VWFS since 2016
- Nearly 300 dedicated full-time staff.
- Unique features such as self-serve rates engine, dynamic white label, guest accounts

With such impressive metrics, it's no wonder PayByPhone is considered the most used and loved mobility parking payment app in the world. When you partner with us, you will be implementing an unrivaled product that offers not just an unmatched user-friendly experience, but also a significant cost savings to the City's parking operations.

Included here and within the required questionnaire, are examples where PayByPhone is present and provide mobile payment services.

PayByPhone References

Miami Parking Authority

Agency Address	40 Northwest 3 Street, Miami, FL 33128
Contact Phone Number	1-305-373-6789 x267
Contact Name & Title	Angel Diaz, Director of Operations
Contact Email	adiaz@miamiparking.com
Project Description	Provide city with mobile payment services since 2008 (initial go live), our resident rate feature, rights and rates for resident discounts, and enforcement and in-house integrations. The City has continued to renew with PayByPhone since this time. PayByPhone negotiated with the City regarding budget expectations at the time of contract execution, and we have performed within these expectations (or exceeded them).
Application/Solution Furnished & Implemented	Mobile Payment and resident rate services
Firm or Principal Experience	Firm
Enforcement Integration	Genetec LPR

City of Pompano Beach Florida

pompano beach
Florida's Warmest Welcome

Agency Address	3460 NE 3rd Street, Pompano, Florida 33060
Contact Phone Number	954-786-5580
Contact Name & Title	Jeff Lantz, Parking Manager
Contact Email	Jeff.Lantz@copbfl.com
Project Description	Provide city with mobile payment services since April 21 (initial go live) and enforcement and enforcement integrations. The City has continued to renew with PayByPhone since this time. PayByPhone negotiated with the City regarding budget expectations at the time of contract execution, and we have performed within these expectations (or exceeded them).
Application/Solution Furnished & Implemented	Mobile Payment Services
Firm or Principal Experience	Firm
Enforcement Integration	NuPark

City of Seattle Washington (SDOT)

Seattle Department of Transportation

Agency Address	700 5th Avenue, Seattle, Washington 98104
Contact Phone Number	1-206-684-8110
Contact Name & Title	Mary Catherine Snyder, Parking Strategist
Contact Email	Marycatherine.snyder@seattle.gov
Project Description	Provide city with mobile payment services since July 2013 (initial go live) and enforcement and enforcement integrations. The City has continued to renew with

	PayByPhone since this time. PayByPhone negotiated with the City regarding budget expectations at the time of contract execution, and we have performed within these expectations (or exceeded them).
Application/Solution Furnished & Implemented	Mobile Payment Services
Firm or Principal Experience	Firm
Enforcement Integration	Gtechna & IPS

2.2 Qualifications of Proposing Team

PayByPhone has a team of dedicated and experienced personnel who will help drive forward a successful implementation of this project, should it be awarded to us. The designated project administrator will be Shalini Diaz. Our Implementation (100 percent), Onboarding Management (100 percent), Client Success (100 percent), Sales Director (15 percent), and Marketing (15 percent) teams will work with the City to execute on the required deliverables for the proposed work. The following will be the project's key stakeholders. Resumes have been provided in **Appendix 1 – Resumes**

Teresa Trussell, CAPP, Senior Sales Director

Teresa has decades of parking industry experience. Prior to joining PayByPhone in 2019, Teresa served as Ohio University's Parking Operations Supervisor for nearly 20 years where she earned her Certified Administrator of Public Parking (CAPP) certification through the International Parking & Mobility Institute (IPMI). Teresa served as an active IPMI CAPP board member through 2020, and actively serves on the Accessible Parking Coalition Advisory Council for IPMI.

In her current role at PayByPhone, Teresa is responsible for sales and client relationship building within Central Southeast regions. Teresa leverages her operational background along with her extensive training in client service leadership to tap into her clients' needs to ensure our services match their desired outcomes. Her personable and client-focused approach allows her to create long-lasting relationships that build trust and are the key to PayByPhone's and the client's success. Teresa will be servicing the account on an ongoing basis.

Shalini Diaz, Director, Client Success

Shalini Diaz has been a noteworthy leader in the parking and mobility industry for over 20 years, bringing a vast degree of technical knowledge with her, along with a reputation for problem solving and account management. Her consultative approach inevitably builds long-term relationships with clients and develops trust and loyalty that leads to increasing development and expansion into emerging markets.

Shalini is responsible for the strategic direction of the North American Client Success division, starting with the onboarding phase and carrying into post-implementation and account management. Holding a bachelor's degree in Public Administration from Florida International University, Shalini is known for understanding clients' needs and providing innovative solutions that match their desired goals. Shalini will be servicing the account on an ongoing basis.

Carmen Donnell, CAPP. Managing Director, North America

Carmen brings 15 years of parking, transportation, and mobility industry experience alongside a keen interest in relationship management. Carmen is a respected sales leader and an active participant in many industry organizations. As such, Carmen prides herself in viewing parking solutions from the client's perspective. She has the knowledge and background to customize operations to serve any need.

Recently promoted to Managing Director of North America for PayByPhone, Carmen is responsible for functional aspects and members of the Commercial team in the US and Canada. This includes Sales, RFP, Marketing, Implementation and Client Success groups. Working closely alongside the Chief Client Officer, and other PayByPhone operative departments, Carmen's top focus is to deliver results that are aligned with PayByPhone's overall growth strategy and ensuring that the clients are happy, all while creating a team that promotes personal and professional growth and development.

Jonny Combe, President, and CEO

Jonny joined PayByPhone in 2018 from the BMW Group, where he spent 12 years in senior management roles. He spearheaded the UK Digital and Innovation Programs and pioneered the birth of the award-winning BMW Innovation Lab. At PayByPhone, Jonny leverages his inclusive and engaging leadership style to drive a winning team mindset globally. Before being appointed CEO in 2022, Jonny led PayByPhone's expanding corporate portfolio in North America and Europe, and was UK CEO from 2018 to 2022, driving massive growth in the market. Jonny is passionate about how PayByPhone and parking fit into the wider technology ecosystem.

Anthony Cashel, Chief Client Officer

Anthony Cashel is PayByPhone's Chief Client Officer and brings more than 15 years' experience in the automotive industry. He also sits on the British Parking Association's Technology and Innovation Board. Anthony oversees the day-to-day commercial aspects of the business, safeguarding the company culture, leading, mentoring, and developing all staff in Europe and North America. Anthony will spearhead the development and execution of PayByPhone's growth strategy in on- and off-street commercial parking and successfully expand into new markets that align with the company's international growth strategies.

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Nigel Carroll, Chief Technology Officer

Nigel is a business-oriented, decisive technology leader who has been building ecommerce solutions since 2001. He built his global delivery track record leading teams through multiple U$50 million plus change portfolios during 20 years at HSBC, RBS, and IBM. Over the last 10 years he has held leadership roles in start-up and public sector organizations. He is a change agent with experience in strategy formation and execution, banking, digital channel enablement, and multi-site delivery. As PayByPhone's chief technology officer, Nigel leads the global Development organization, focusing on product, people, and technology. Nigel will be on hand in an advisory capacity throughout the project's term.

Jessica Britton, Director, Product Marketing

Jessica Britton is an accomplished marketing, communications, and business development executive with many years' experience in her field. She is passionate about enterprise growth and bringing product value to users and clients.

As PayByPhone's Global Product Marketing Director and interim North America Marketing Communications Manager, Jessica develops and maintains the overall North American marketing strategy to increase adoption, usage, and reactivation of users on a large scale. She also develops the overall go-to market strategy for PayByPhone products and services on a global and regional level. Jessica is accredited with creating a business-to-business marketing presence for PayByPhone from ground zero quickly, thereby earning her a directorship role. Challenging the status quo and forging long-term relationships with key partners, clients, prospects, and departments, Jessica strives to go above and beyond to add value and growth to the parking and mobility industry. Jessica will be hands-on during project launch.

PayByPhone will provide a variety of professional services, which are included as part of the City's initial implementation and ongoing program. Each role is outlined below with a short description.

Below is a list of professional team member roles and their respective definitions within PayByPhone who will be directly or indirectly involved in the City's project.

Sales Director: The Sales Director will work closely with the City through the RFP, negotiation, and contract execution stages. They will also participate in weekly calls during the onboarding process and work with the onboarding manager as needed. After go-live, they work closely with the City to grow adoption via in-person visits, which include go-live street teamwork and routine check ins. During this time, they work closely with the assigned Client Success Account Manager to ensure success.

Project/Onboarding Manager: The Project/Onboarding Manager will work closely with the City to coordinate implementation needs and ensure the City meets its anticipated go-live date. They coordinate any third-party integrations that may be necessary and facilitate weekly meetings during the implementation process. Onboarding managers additionally provide training in advance of the City's go-live based on a mutually developed schedule.

Programmer/Developer: Programmers and developers are utilized as needed based on integration needs during the implementation phase.

Client Success Account Manager: The Client Success Manager will serve as the City's primary point of contact from go-live onward with an overall goal of answering questions the University may have, assisting with updates and changes as necessary, scheduling and conducting routine check-ins with the City, and measuring and driving adoption.

Integration Specialist: The Integration Specialist will work with any third-party vendors to ensure all integrations are properly set up and tested. They collaborate closely with the Project and Onboarding Manager during the Implementation phase as well as with Client Success Managers when an existing client adjusts their integrations.

Support Agent: Customer Support Agents work closely with drivers to ensure consumer satisfaction, assist with parking needs, and deliver top-notch customer service to drivers.

Tester: During the implementation phase, a tester is responsible for running routine test transactions to ensure integrations are properly functioning and revenue is being processed as expected. Routine tests are also conducted on existing accounts as needed.

Furthermore, the City's parking administrative staff will have a dedicated client manager to contact via email or toll-free number, between 8 a.m. and 5 p.m. PST, Monday to Friday. We can respond to administrative staff within 24 hours, exempting calls and emails received on weekends. In this case, depending on the complexity and urgency, a response is still usually provided on Monday. PayByPhone can usually respond to technical inquiries within 60 minutes. However, this is largely dependent on the complexity and coordination of the response to the appropriate groups. The process to trigger an emergency support issue simply requires the UNC Charlotte staff to call the toll-free emergency support phone number or email sys911@paybyphone.com, providing the specific details of the issue.

The following organizational chart illustrates the proposed personnel who will be involved in the performance of this potential contract. Resumes have been provided in **Appendix 1 – Resumes.**

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TAB 3 System Capabilities

3.1.1 Provide a detailed description of the system being proposed and its functionality.

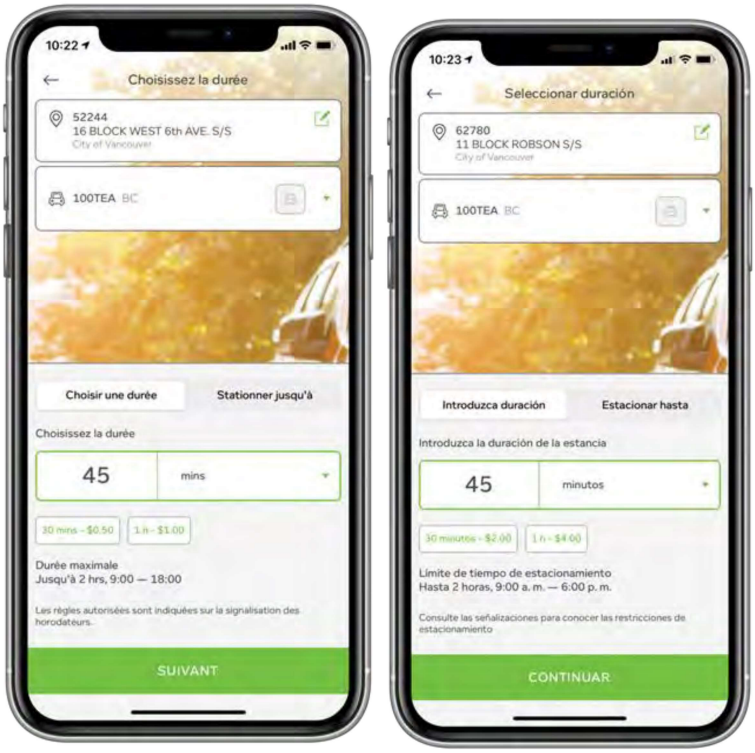
The PayByPhone app, already utilized by drivers within Miami and the surrounding areas, is compatible with iOS (including Apple Watch) and Android mobile devices, is simple to use and very dynamic in what it delivers. No hardware or network requirements are needed to operate the app. Put to the test, our well-known and top-rated app (800,000 five-star reviews globally across all platforms; 4.9 out of a five-star rating in iOS app store, America) will show how simplicity and convenience streamline the parking payment process for the driver and increase the City's revenues significantly. Parking transactions can be completed in three easy steps.

1. Enter **location #** 2. Enter **parking duration** 3. Choose **payment method**

To make a payment or create an account (optional), the driver enters their phone number, email address, license plate number, and credit card number. The system accepts payments in Visa, MasterCard, Amex, Discover, Google Pay, Apple Pay, and PayPal.

Implementing the PayByPhone app means the City will always have the latest and greatest features and capabilities that come from partnering with clients from around the world to innovate parking. Additionally, our partnership with tech titans such as Apple, Google, and Amazon allows us to constantly scale and improve our solution. For example, Apple Watch users can extend parking time from their wearable; Amazon patrons can tap into Alexa from within their car to begin a new parking session at their desired spot and location; and drivers can leverage voice assisted technology such as Siri to pay for parking and extend their parking session using Shortcuts in the language of their choice.

Our app can be localized to support the City's language of choice. We support at least 12 region-specific languages for the Web app and display whatever language the driver's phone supports.



Our flexible rates engine, hosted in the cloud-based PayByPhone Portal, gives the City complete control into how it configures and controls its rates. Our rates engine supports the complete pallet

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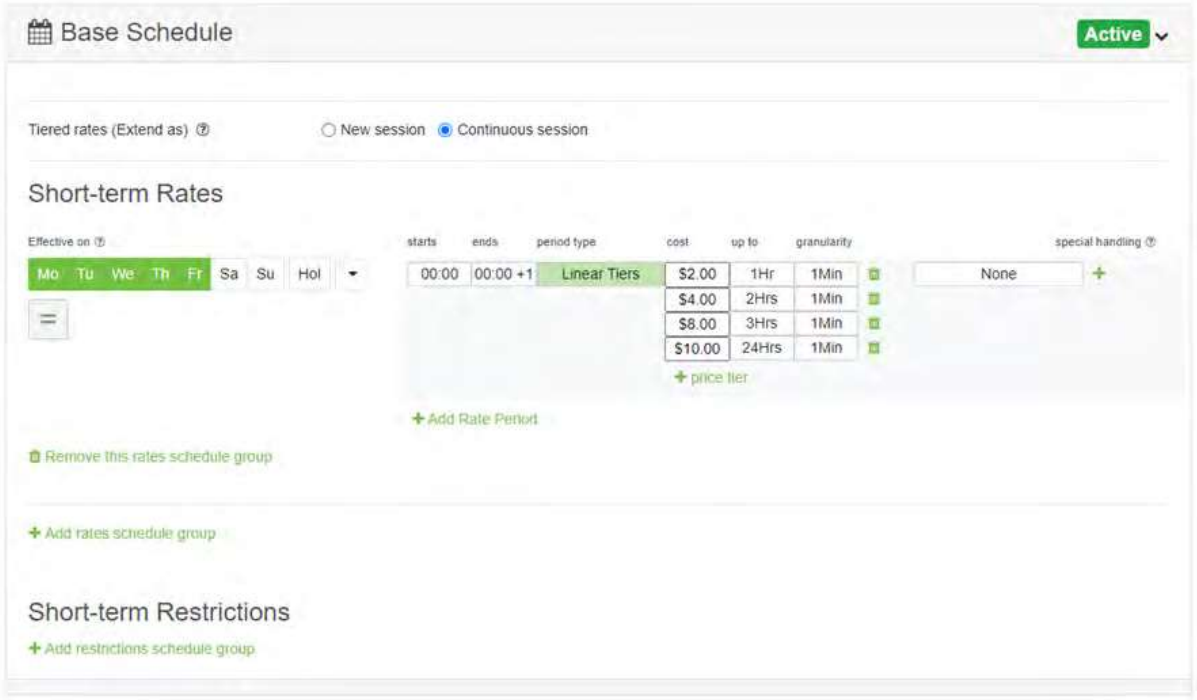
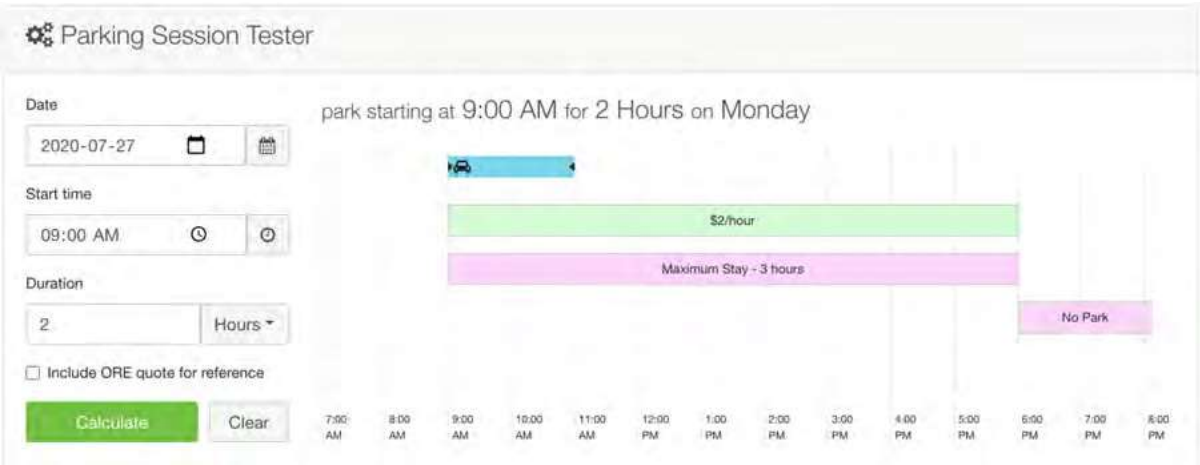
of pricing structures including tiered, dynamic pricing, and even allows for event rates. All these features are available as self-serve.

A wide range of policy formats can also be set up in the rates engine, from establishing time duration to enforcing parking restrictions. Below are examples of the self-serve rate portal, which provides the ability to adjust your base schedule or set up a temporary override as well as our session tester, a PayByPhone exclusive feature that allows you to test your rate settings before going live.





PayByPhone's solution is designed to seamlessly integrate with all common enforcement hardware and software vendors. Some of these include Civic Smart, Complus, Conduent, Genetec, gtechna, iParq, IPS, MacKay, NuPark, T2Systems, Turbo Data Systems, VenTek, and Vigilant Solutions—among many others. The following is a snapshot of our partners offering enforcement, license plate recognition (LPR), and pay station solutions.

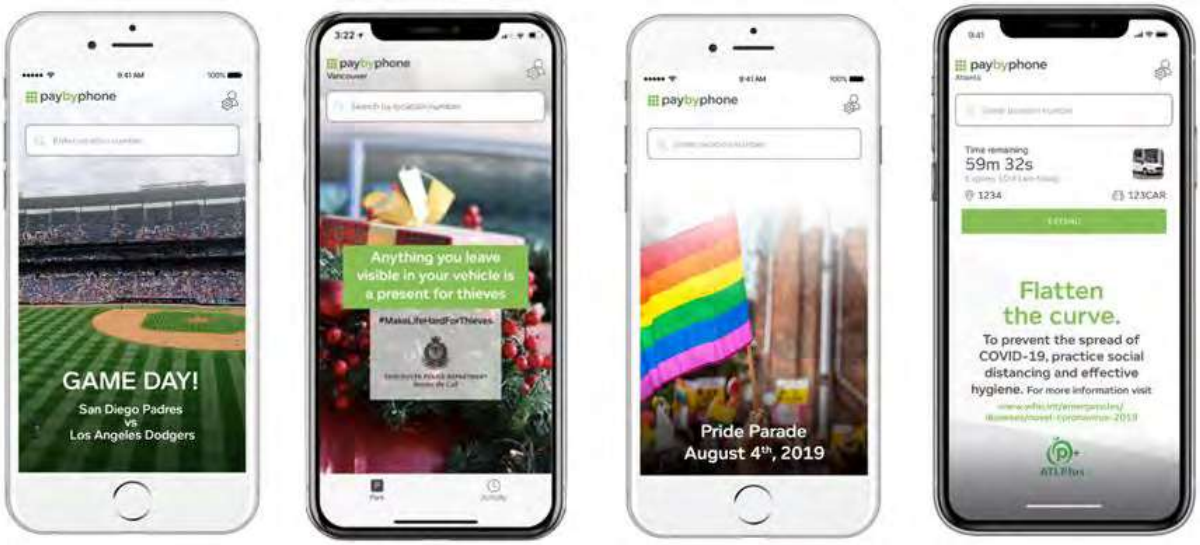
Part of what makes PayByPhone a successful adoption story and sets us apart from our competitors, is access to our customer support service. This free service (utilizing a local rate telephone number) connects the driver to a live agent who can set them up with a PayByPhone account should they experience any issues doing so themselves. The customer support line (available in English, French, and Spanish) also addresses questions and escalates technical queries. Underpinning it all is our PCI-DSS Level-1 compliancy, which we've maintained ever since being accredited in 2008.

PayByPhone can support different rate structures for different profile types through the optional PayByPhone **Rights and Rates** feature. During COVID-19, PayByPhone's **Rights and Rates** feature was used by municipalities to waive parking fees for healthcare and other essential workers as well as remove the maximum stay restrictions for these drivers, thereby allowing crucial services to continue uninterrupted.

The Miami Parking Authority (MPA) and the City of Fort Lauderdale have utilized PayByPhone's **Rights and Rates** feature to provide discounted parking to residents. These resident discount programs with the MPA encourage drivers to seek local options for shopping and entertainment, and with the discount only being eligible when paying for parking through the app, residents experience a truly contactless payment method while remaining connected to their City. Additionally, the resident discount essentially works like an added "tax" to all visitors to the City since non-resident license plates do not receive a discount.

These are the features unique to PayByPhone innovation:

Dynamic white label – Dynamic white labeling changes the way drivers see the City's parking landscape. This add-on service allows the City to customize the home screen real estate by highlighting its brand, promoting local events, or celebrating national and regional holidays. Leveraging this service gives you a powerful new marketing tool to help enhance your brand recognition, build goodwill among drivers, and potentially create a new revenue stream for your parking operations by offering to promote local festivals and cultural and sporting events, as well as corporate partnerships and local businesses for a fee. Enable this add-on to maximize visibility of your locale each time a driver interacts with the app.



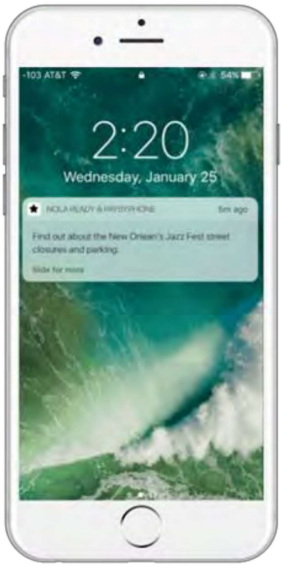
"Alexa, ask PayByPhone to start parking" – PayByPhone's integration with Amazon takes the in-car parking payment experience to another level and brings mobility as a service (MaaS) into sharp focus as a value add to any City looking to progressively streamline its technological outreach in parking services. Amazon Echo Auto connects to Alexa using a mobile device and plays through car speakers via Bluetooth or auxiliary input, allowing the driver access to over 90,000 skills. By enabling the skill and connecting their existing PayByPhone account through account linking, drivers simply say: "Alexa, ask PayByPhone to start parking" to begin a new parking session at the desired spot and location.

"Hey Siri, park me at work" – PayByPhone has enhanced the parking experience, leveraging voice command technology to offer complete hands-free mobile parking. Voice assisted technology offers a safe and convenient way to transact throughout the parking journey. Drivers in all PayByPhone regions can use the iOS app, Siri to pay for parking and extend their parking session using Shortcuts in the language of their choice. The supported languages are Dutch, English, French, German, Italian, Punjabi, Simplified Chinese, Spanish, Traditional Chinese, and Welsh. Once configured, paying for parking is as simple as saying "Hey Siri, park me at work."

Optionally, drivers can create a Siri Shortcut through the PayByPhone app, or through the Apple Shortcut app. The default phrase is "Park with PayByPhone." This Shortcut guides the driver through a series of steps to start a new parking session. Drivers can create as many variations of a voice command as they wish, for example, "park at work," "park at the gym," or "park at school." Drivers can voice-command using either their phone or the technology in their car to activate Siri.

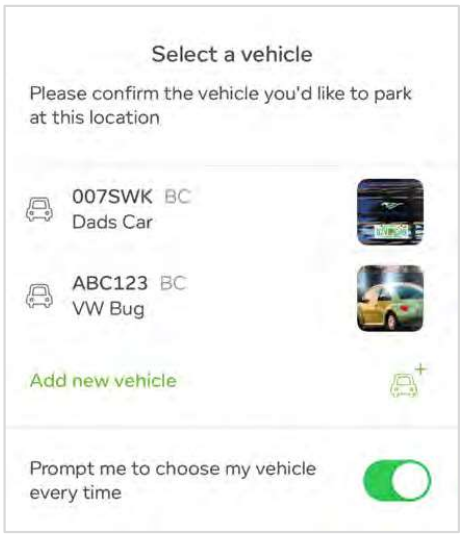
- *On the phone*
  - The driver doesn't have to unlock their phone or open the PayByPhone app to park with Siri. They simply interact with Siri on their device or complete an entire parking session using only voice commands.
- *In the car*
  - A driver can pay for parking, extend parking, or get information on an active session by pressing the steering wheel voice button, or simply say "Hey Siri" followed by their Shortcut.

Push notifications – Along with in-app messaging, PayByPhone's push notifications maximize driver engagement and retention, which help drive adoption rates in the City. Based on the geolocation of the driver, PayByPhone uses a real-time push and email engagement tool with built-in analytics. This allows the City to engage drivers with transactional, promotional, and service-level messaging on a segmented audience basis. Notifications could include items such as parking bans, snow emergencies, or parking changes during City special events or sporting events.



Pay-by-License Plate – The versatility of the PayByPhone app is such that it allows drivers to register multiple vehicle license plates with an active account and then to choose which vehicle's license plate to use when initiating a parking session. Images of a vehicle and its corresponding license plate help to identify the correct license plate, especially when more than one vehicle is linked to a PayByPhone account.

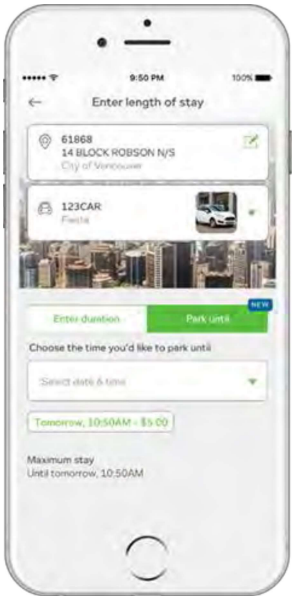
Prior to implementing this complimentary feature (adding the imagery), 20 percent of all service tickets created were related to drivers "parking the wrong vehicle." With this visual cue now assisting drivers to select the right vehicle, the percentage of tickets opened for this issue has since averaged eight. This is a true testament to the success of this seemingly simple user feature, and also reiterates PayByPhone's mantra to create a better parking experience for all.



Dark mode – The PayByPhone app is available in dark mode for both the iOS and Android platforms. Dark mode reduces a driver's exposure to blue light at night, which is disruptive to sleep.

Park Until – PayByPhone's Park Until feature allows drivers to specify when to end their parking session. This means drivers won't have to estimate the duration of their stay nor will they have to return to the meter to add extra time. The feature is a continuation of PayByPhone's seamless, contactless parking experience.

The **Park Until** feature contains built-in respect for all existing parking rules. In other words, drivers who select Park Until while parking in an area with maximum stay times or defined No Parking Periods won't be able to select times that violate the in-place parking restrictions. This feature will also automatically extend (at no extra cost) to the end of a non-chargeable parking period if a driver initially selects an end time outside of chargeable parking hours.



QR Codes - PayByPhone supports **QR codes.** These codes can easily be added to signage and decals. Once the QR code is scanned via the driver's mobile device, the application will automatically launch, and the driver can easily download the app if they don't have it already or complete their session if they are an existing PayByPhone user.

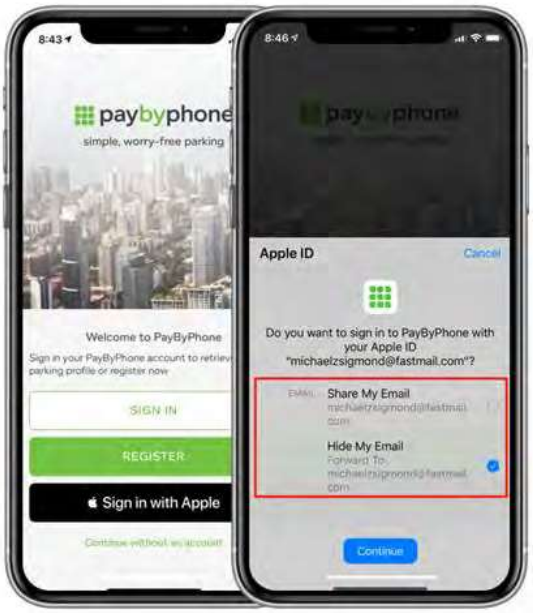
Guest Parking - was a first-to-market feature of the PayByPhone app. It's an appealing feature because it lets drivers use the app without necessarily installing and registering for it. Through the Guest Account, drivers enter a location code, parking duration, and license plate number on a mobile supported website. This feature particularly appeals to drivers who are a one-time park-and-pay customer. Guest Parking is known to have increased usage of and loyalty to the brand across multiple cities. This in turn has resulted in guests converting to registered customers.

Extending time remotely – PayByPhone can notify the driver via an SMS alert that their parking session is about to expire. It allows for the extension of time, provided the additional time purchased does not exceed the maximum time allowed for that specific parking space.

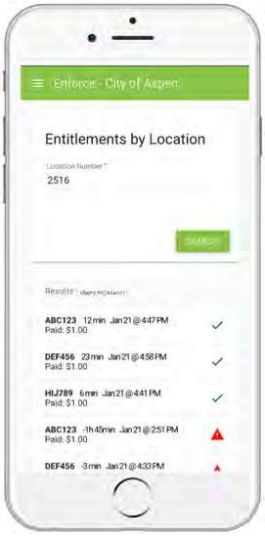
Nearby locations and maps – Maps is a great way to visually understand parking at a city level, encourage driver adoption of digital parking, and reduce traffic by empowering drivers to plan for parking ahead of time. This feature is an intuitive way for drivers to find and enter their location number. In so doing, drivers avoid entering the wrong location number and save time looking for parking options. Occasionally, drivers may pay with cash to start their parking session and then may want to extend that session.

Maps enable drivers to find the correct location number instead of rushing back to their vehicle. When location services are turned on, drivers are able to visualize parking locations around them or wherever PayByPhone is available. Drivers can also interact with the map to stay informed of hours, restrictions, and accepted payment methods. Combined with **Nearby** Parking, **Recent**, and **Favorite** locations, PayByPhone makes it easier than ever to park.

Apple Sign In – For a much faster onboarding app experience, drivers can use Apple Sign-In to register and log into the PayByPhone app. Apple Sign-In enables drivers on the iOS platform to register a new PayByPhone account or log into an existing account using their Apple ID credentials and biometric authentication on iOS (Face ID and Touch ID). This means no need to enter an email address or create a password. The feature also offers more control over privacy with the hide my email option.

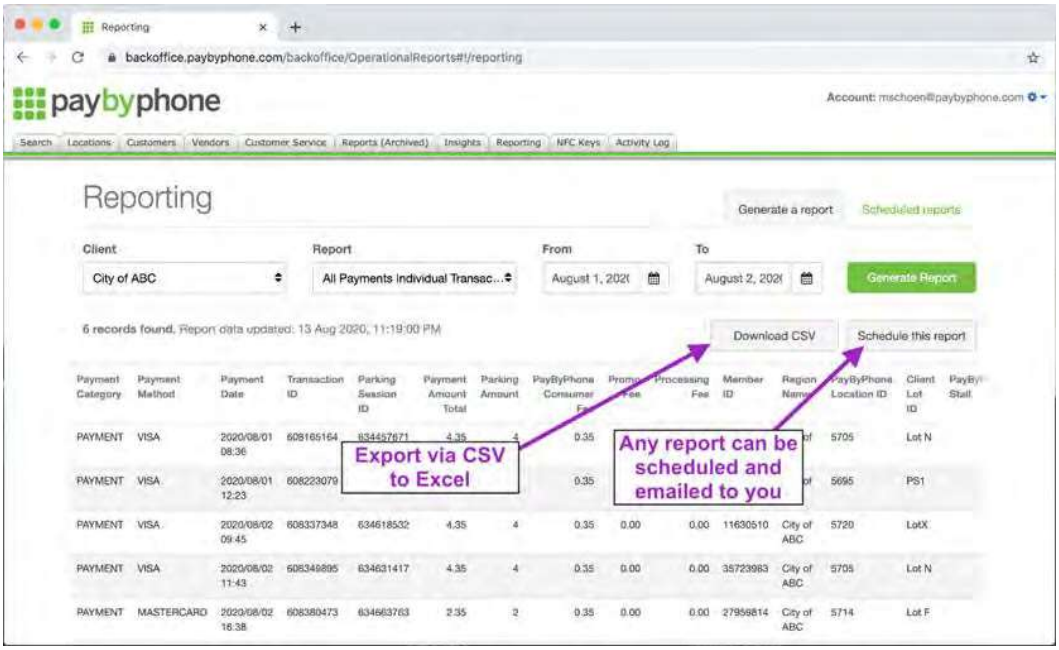


ParkEnforce – A complimentary solution to check mobile payments for your enforcement team. While PayByPhone specializes in integrations, and we can integrate with the enforcement solution of your choice, we offer our own enforcement app, which allows your enforcement team to verify payment activity by license plate or location number and is often viewed as a backup enforcement tool for operations.



Adjust rates independently and in real-time – Our flexible rates engine, hosted in PayByPhone Portal, gives you complete oversight into how you configure and control your rates and variable rate structure, even allowing for dynamic pricing and event rates. You can personalize rates based on driver eligibility and permissions, for example, residents, disabled persons, or car shares. Our preview feature, called the parking session tester, lets you preview the rate and restriction schedule prior to these going live. This allows you to quickly identify and eliminate errors before deploying complex rates and restriction schedules. A wide range of policy formats can also be set up in the rates engine, from establishing time duration to enforcing parking restrictions.

PayByPhone Portal – Our cloud-based PayByPhone Portal is your mission control center where you're empowered to customize parking rates and schedules, view data analytics, and call up reports – all self-serve in real-time. This rich source of data information can be mined for the visually appealing, true transactional value of the PayByPhone app. The dashboard showcases key performance indicators (KPIs) that reveal insights into parking behavior, identify overutilized/underutilized parking locations, and visualize parking revenue trends. As well, the administrative PayByPhone Portal allows you to generate comprehensive reports at any time and see useful data on everything from daily operations to transaction details.

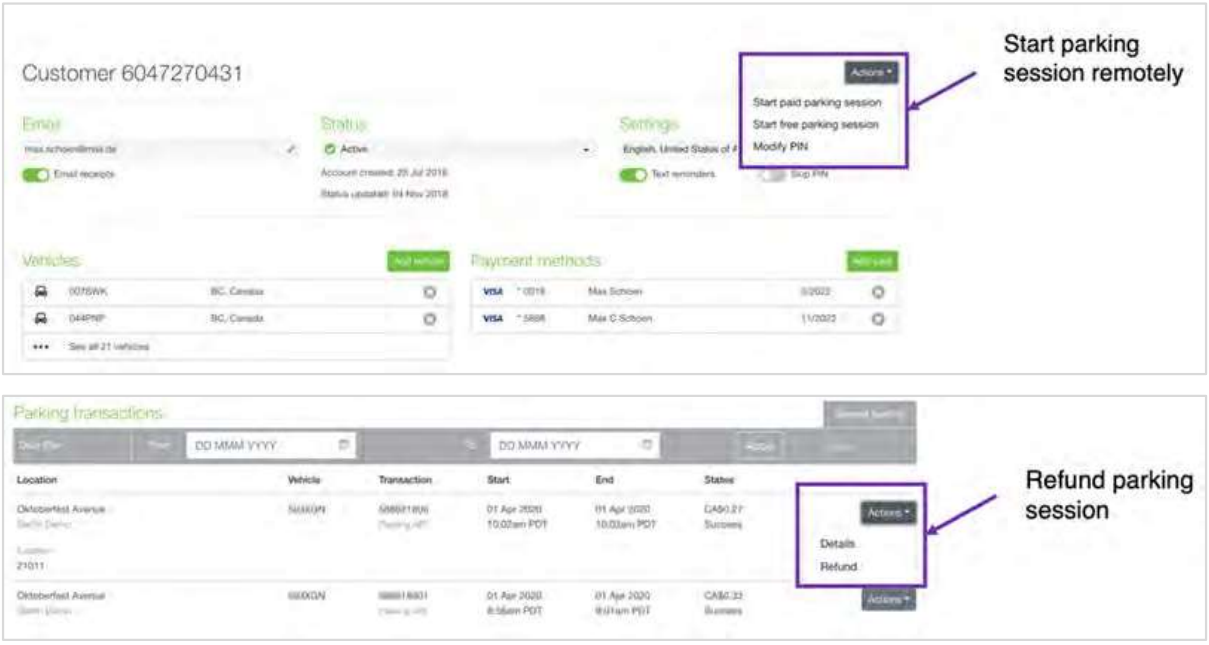


This self-serve backend platform gives you complete control of your parking operations. It supports different levels of access depending on your employees' administrative rights.

With many configurable options, you can set up accounts, book and end parking sessions, process refunds, and search for any active (or historic) parking session via the driver's license plate number, telephone number, or last name.

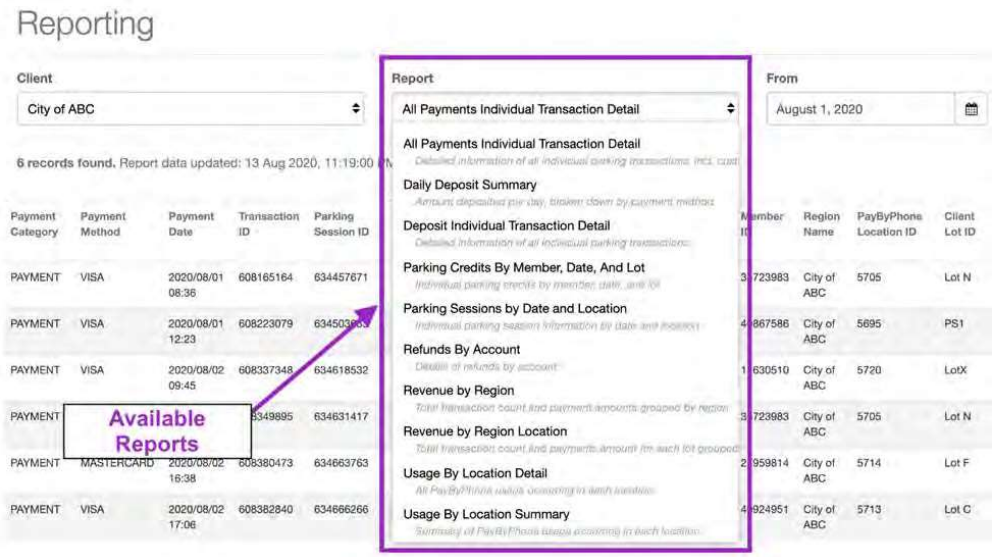
The PayByPhone Portal dashboard showcases key performance indicators (KPIs) that reveal insights into parking behavior, identify overutilized/underutilized parking locations, and help visualize parking revenue trends. The platform also allows you to generate comprehensive reports at any time to view data on everything from daily operations to transaction details. You can even schedule these reports to run at regular intervals and be emailed to you.

For audit purposes, PayByPhone logs the details of the City's employees' interactions with PayByPhone Portal by activity, date, and time. We log the details of the parking enforcement officers' activity too, so that we can assist the City in responding to disputed parking citations.



PayByPhone Reporting includes all reports that are needed for your finance department, parking studies, and reporting to management. Reports generated include:

- All Payments Individual Transaction Detail
- Daily Deposit Summary
- Deposit Individual Transaction Detail
- Parking Credits by Member, Date, and Lot
- Parking Sessions by Date and Location
- Refunds by Account
- Revenue by Region
- Revenue by Region Location
- Usage by Location Detail
- Usage by Location Summary



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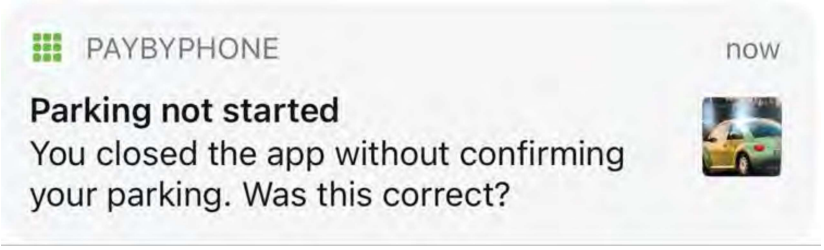
Our reporting engine is located on a separate server that is optimized for reporting purposes, allowing even large datasets with over a million data points to load within moments.

Customer support – Part of what makes PayByPhone a successful adoption story and sets us apart from our competitors—is access to our customer support service. This complimentary service (utilizing a local rate telephone number) connects the driver to a live agent who can set them up with a PayByPhone account should they experience any issues doing so themselves. The customer support line (available in English, French, and Spanish) also addresses questions and escalates technical queries.

Driver Support Services

Reminder to complete – Reminder to complete is a message that pops up if a parking transaction has been started but not completed. This unique feature stems from in-depth analysis of driver behavior in real situations. This point of detail is a good example of the constant refinement and enhancement to the PayByPhone service thanks to its many international deployments.



We provide a unique, localized marketing program that runs throughout the year. For maximum success, we submit a marketing plan for the City's input and approval prior to launch. This plan is then revised and improved upon each year, with key data insights and performance metrics, to ensure all learnings can be applied, thereby helping to increase adoption and usage.

Figure: *We Are Where You Dine Sweepstakes, Miami, FL, 2020*.

Figure: *2020 Seattle holiday campaign.*

PayByPhone Business means one convenient payment method for fleet parking, with expense reporting made simple as parking transactions are billed to one account and consolidated into a single report. Fleet managers can manage and verify parking expenses from any device, and only authorized drivers and vehicles can use the business payment method.

PayByPhone Business brings a fleet's parking under one easy-to-use, centralized system, so fleet managers have visibility over all parking activity in a simple solution – one app and one interactive dashboard. The PayByPhone Business solution is scalable, so there is no limit to the number of drivers and commercial vehicles a company can add to the system.

Fleet managers can add, remove, and authorize drivers and vehicles easily. Payment can be made from one credit card for maximum simplicity. And for added security, once a driver or vehicle is deleted, the associated business payment card will immediately be unlinked from that driver's PayByPhone account, safeguarding the business account.

In addition, PayByPhone has the ability to offer adjusted rates to a limitless amount of user categories:

- Commercial vehicles by classification/type
- Healthcare workers
- Telecommunication services
- Service providers
- Non-profits

Benefits for fleets:

- Save time by automating processes.
- Stay on top of parking fines by equipping drivers with an app to pay and extend parking.
- Visibility into parking expenditures and activity: locations, dates, frequency, cost
- Remove the need to submit individual parking expenses.
- Access consolidated reports to reconcile transactions.
- Self-service management of business account

Benefits to the City:

- Increase compliance.
- Increase revenue.
- Insights/data – know more about where commercial fleets are parking.
- Control
- Reduce abuse.
- Seamless enforcement

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City of Aspen, CO

The City of Aspen has been a pioneer in the parking industry, being one of the first adopters of mobile parking payments. Aspen has actively and closely worked alongside PayByPhone since 2008 building opportunities that help promote the service to residents and visitors. Over the years, Aspen has increased its parking rates and, as a result, created a program for commercial fleets conducting business in the City. The program offers discounted rates to approved commercial vehicles; however, the management of this program was very labor-intensive for the administrative and enforcement teams.

Aspen was seeking a digital, seamless solution for its already well-received service vehicle program. With increasing compliance and revenue as a goal, it was an easy decision to introduce PayByPhone Business to commercial fleets. A collaborative effort was developed to ensure fleets was a smooth onboarding onto the PayByPhone Business platform. Our Rights and Rates feature was incorporated to offer adjusted rates to approved fleets. The approved license plates are identified as a commercial fleet and the app displays an adjusted rate. With the roll-out of PayByPhone Business, our Client and Customer support teams were able to streamline this program, and as a result, the City has seen a reduction in administrative tasks. Our already existing integration with the City's enforcement provider continues to offer consistent enforcement.

The transition to PayByPhone Business was smooth. The app has been embraced by the City's commercial fleets, which have reported back this is convenient and easy to use. Collectively, the City of Aspen and PayByPhone continue to provide support to local Aspen businesses. A truly symbiotic relationship.

3.1.2 Include information regarding enhancements or additional modules expected to be available within the next year, including a software refresh schedule.

Partnership for mutual success is a mantra at PayByPhone. Our long-term partnerships result in the highest adoption rates in the industry – a metric that helps define project success.

PayByPhone's mobile payments account for greater than 50 percent of parking revenue for many of our clients and greater than 90 percent for some of our key clients. These high adoption rates are because PayByPhone provides ongoing promotional support to the City to accelerate driver adoption. As well, the nature of PayByPhone's service as a single, globally available app helps boost adoption rates because drivers will often already be familiar with the app from their use of privately-owned off-street lots that feature PayByPhone.

The single, globally available mobile app means that clients will automatically benefit from enhancements that we are constantly making to the platform without incurring additional and costly "app upgrade" fees. At the same time, PayByPhone's optional dynamic labeling feature enables clients to provide a locally relevant user experience for City drivers. As a SaaS company, PayByPhone performs continuous refreshes using a continuous deployment model.

Please see images below regarding work recently completed by PayByPhone, plans for this year, and a timeline of development.

2022

- Site Reliability manager hired
- Graduated On-Call Process (Shadowing)
- Bi-Monthly On-Call Bootcamp trainings
- Monitoring/Alerting Improvements/Additions
- Red Alert
- Release Warranty Procedure
- On-Call rotation schedule changed to 7 days
- Incident management process/mitigation process
- Globalized Platform Visualization dashboards (SRM)
- Detailed Incident reporting and analysis

2023

- Further 1 FTE on Site Reliability
- Code Deployment audit/improvements
- Monitoring modifications/additions
- Event Orchestration implementation
- New Disaster Recovery Plan
- Expanding SRM/SRE
- Service Excellence Council (Led by SRM)
- Migrating out of local data center to AWS (next slide)

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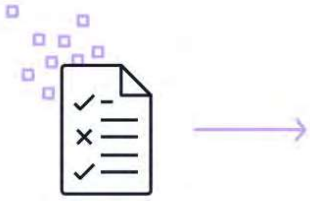
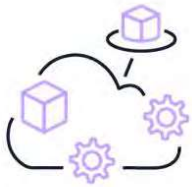


Assess

1. Assess the resources ☑
2. Define scope of work ☑
3. Determine technical requirements ☑

Mobilize

1. Create a plan and schedule ☑
2. Engage teams ☑
3. Begin mobilizing ☑



Migrate & Modernize

1. Modernize Architecture ☑
2. Monitor Migration ☑
3. Test and verify
4. Better reliability, observability, performance

PayByPhone - Timeline

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3.1.3 What is your level of commitment to continuous system improvements (upgrades), expansion of system capabilities and providing client support?

PayByPhone's commitment to continually innovates to keep abreast of consumer and client needs has and always will be a top priority--one of the reasons we are the most used and loved mobility parking payment app in the world. We are dedicated to offering drivers a host of features that facilitate a contactless, frictionless, and enjoyable parking experience. We know that by implementing our solution, the City will always have the latest and greatest value add features and capabilities that come from partnering with clients from around the world to innovate parking. Expansion requests must be evaluated for scoping to determine feasibility.

City administrative staff will have a dedicated client account manager to contact via email or toll-free number, between 8 a.m. and 5 p.m., Monday to Friday. We can respond to administrative staff within 24 hours, exempting calls and emails received on weekends. In this case, depending on the complexity and urgency, a response is still usually provided on Monday. PayByPhone can usually respond to technical inquiries within 60 minutes. However, this is largely dependent on the complexity and coordination of the response to the appropriate groups. The process to trigger an emergency support issue simply requires City staff to call the toll-free emergency support phone number or email sys911@paybyphone.com, providing the specific details of the issue.

3.1.4 Describe user interface capabilities, including remote and mobile access.

The PayByPhone solution supports least privilege and role-based access controls. Drivers access our mobile app or website to initiate a parking transaction. Users of the solution with access to the PayByPhone Portal can view/manage parking inventory, rates, and transactions based on individual, independent access authorizations assigned per user. This is assessed in our annual PCI-DSS and SOC 2 Type 2 assessments.

3.1.5 Provide a complete description of any client-side technical specifications and/or hosting requirements for the platform proposed.

PayByPhone is a SaaS solution. Access to the PayByPhone portal will require authorization by the City and credentials for each authorized representative. The Cities staff will require an Internet connection and a modern browser (i.e., Chrome, Firefox, Edge) on a workstation or laptop. There are no hosting requirements for PayByPhone's proposed solution.

3.1.6 Identify any third-party software required to provide the functionality required by the City.

PayByPhone is a software as a service (SaaS) solution, therefore, no IT hardware or third-party software required to deploy the app as outlined by the City and acquire functionality. An API integration with the City's enforcement provider(s) will be necessary to ensure a seamless flow of payments occurring within the PayByPhone app to enforcement devices, but this will not require a third-party software.

3.1.7 Describe the customer registration process for the proposed Mobile Parking Payment System, including whether pre-registering over the internet or other method is required for first-time users.

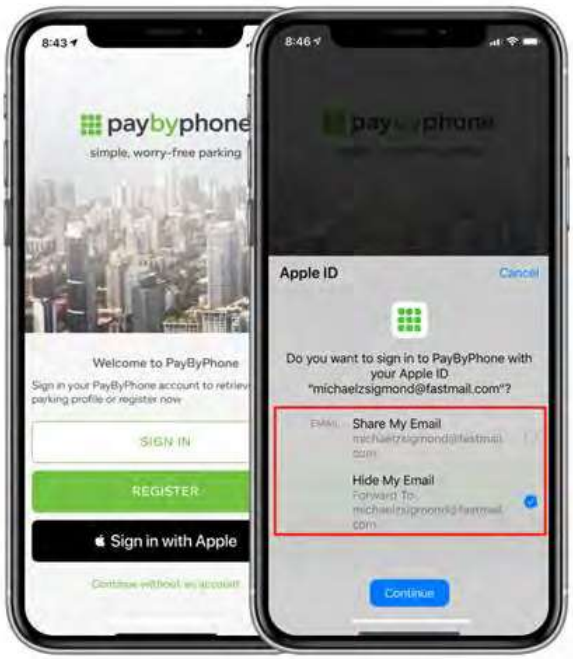
PayByPhone supports a variety of options for drivers to initiate that first session via our services. These include both web and app options. Pre-registration is not required with both options using our guest feature. We accept a variety of payment methods including Mastercard, Visa (debit and credit), American Express, Discover, Apple Pay, Google Pay, and PayPal. Our app enables drivers to pre-purchase parking outside of designated parking hours. Our rates engine always calculates the lowest possible rate, which means the driver will never be charged for free parking times. Our list of options are outlined below:

Guest Parking was a first-to-market feature of the PayByPhone app. It's an appealing feature because it lets drivers use the app without necessarily installing and registering for it. Through the Guest Account, drivers enter a location code, parking duration, and license plate number on a mobile supported website. This feature particularly appeals to drivers who are a one-time park-and-pay customer. Guest Parking is known to have increased usage of and loyalty to the brand across multiple cities and has resulted in guests converting to registered customers. This feature is available on the Web and the App.

Direct Registration - Drivers may choose to directly register for a PayByPhone account within the app or via the Web. The user's phone number serves as their account number for quick and easy registration. Only a phone number, email address, and a selected password is required to create an account. This feature is available on the Web and the App.

Facebook Sign In - New users may choose to utilize the "sign in with Facebook" option to skip full account creation utilizing their Facebook credentials for quick sign-up and log-in. This feature is available on the Web and the App.

Apple Sign In – For a much faster onboarding app experience, drivers can use **Apple Sign In** to register and log into the PayByPhone app. **Apple Sign In** enables drivers on the iOS platform to register a new PayByPhone account or log into an existing account using their Apple ID credentials and biometric authentication on iOS (Face ID and Touch ID). This means no need to enter an email address or create a password. The feature also offers more control over privacy with the hide my email option.



W paybyphone.com

3.1.8 Describe billing process. Web based invoices? Mailing out of invoices?

Typically, transaction fees are invoiced to the City monthly and are distributed by email in the form of an invoice within the first few days following month end.

3.1.9 Describe the customer's enrollment process, including 24 hour availability, and local vs. toll free number registration number.

The driver enrollment process is described above in question 3.1.7 (customer registration).

Part of what makes PayByPhone a successful adoption story - and sets us apart from our competitors - is access to our 24-hour customer support service. This complimentary service (utilizing a local rate telephone number) connects the driver to a live agent who can set them up with a PayByPhone account should they experience any issues doing so themselves. The customer support line (available in English, French, and Spanish) also addresses questions and escalates technical queries.

3.2.0 Describe your customer support services. Hours of Operation? Customer notification process? Ability to provide speedy and accurate resolution? Policy for addressing complaints? Ticket resolution?

Please additionally refer to our response in question 3.1.9 for customer support services. PayByPhone uses Zendesk, the world's biggest cloud-based helpdesk solution, to track and manage drivers' support tickets. Tickets are received via the Web or our browser based on user input, and our full-time resolve is currently 1 business day for North America. PayByPhone is committed to quick and accurate responses to address driver concerns. We also use Zendesk's advanced analytics and machine learning capabilities to continuously enhance our processes around user satisfaction and performance. Additionally, we offer an in-app chat support service that's available to your drivers 24/7 to assist with questions.

When a driver approaches our customer service team with a question related to a ticket (citation), we refer to parameters set in place with the City to determine our next steps and response. Based on these parameters, we may advocate for the driver with the City; however, PayByPhone does not have the ability to remove citations directly.

3.2.1 Does the system identify the car by the license plate or stall number?

The PayByPhone system can support both pay by license plate and pay by space (stall) setups.

3.2.2 Is your mobile technology actively used in over 250,000 spaces? If not, how many?

Yes, PayByPhone is a global operation with 20+ years' experience. We are actively present within more than 1,300 cities worldwide and across 7 countries with 60+ million users and actively present within 3,750,310 spaces globally as of October 2022.

3.2.3 Do users receive a text message reminder before a parking session expires?

As a driver opt-in feature, PayByPhone sends parking session expiry reminders via push notifications and SMS prior to parking expiration.

3.2.4 Can users review their profile and parking history online?

Drivers can view their parking transaction history via the mobile app (under Parking History) and on the PayByPhone website (after signing in). Each transaction can be exported individually to a PDF file. For a detailed view of transaction history by selectable date range with the ability to print receipts as needed, drivers need to visit their Detailed Parking Transactions page (accessible via the PayByPhone website only). Detailed parking transactions can be searched by date-range and exported to CSV or PDF files.

3.2.5 Can users park using any phone (e.g. not restricted to the phone they registered with)?

Yes, drivers have the option to pay using the web as well as an app and can log into their account on any device—not just the one they used for initial registration. Additionally, drivers can pay via phone call (optional interactive voice response [IVR]), app, or mobile website. For the website option, drivers can park and pay quickly without registering for an account. PayByPhone doesn't require pre-registration to park, and we also operate a "guest account" service for drivers (an industry first). With this variety of options, the City's drivers are provided equitable options to park regardless of the phone type.

3.2.6 Does the system have the ability to:

Please see responses for each item below:

a. **Utilize maximum stay restrictions?**

Yes, PayByPhone's dynamic rate's engine provides the ability to set limits on locations regarding how long a driver may select to park based on the City's policies. For example, if a location has a 2-hour maximum stay, the driver will not be able to initiate a session that exceeds 2 hours. Additionally, our system will prohibit them from extending time that collectively exceeds the City's maximum stay, and the City may choose how much time must pass between transactions before the driver can begin a new session within the same location.

b. Restrict people from re-parking for a set period even after parking expires?

Yes. Please refer to our response in section 3.2.6 (a).

c. Have different rates based on the day of the week?

Yes, PayByPhone's dynamic rate's engine supports a wide variety of rate structures from simple to quite complex. We can support different rates based on particular days of week as well as the time of day. Additionally, all rate related changes are self-serve in the cloud-based administrative platform, PayByPhone Portal and can be adjusted at any time. PayByPhone is happy to assist the City with this functionality if required. Our flexible rates engine allows for many different pricing structures including, but not limited to, linear pricing or tiered pricing and meets the City's request to provide pricing that varies based on the days of the week. For any upcoming rate changes, a new rate can be created and an **Effective from** date selected to implement the new structure.

d. Have different rates based on time of day?

Yes, please refer to our response in 3.2.6 (c)

f. Rates and restrictions can be different for every meter (if desired)?

Yes. Rates and restrictions are set per location number assigned to the area (meter).

g. Rates and restrictions can be set by zones?

Yes. Rates and restrictions are set per location (zone) number assigned to the area or (meter).

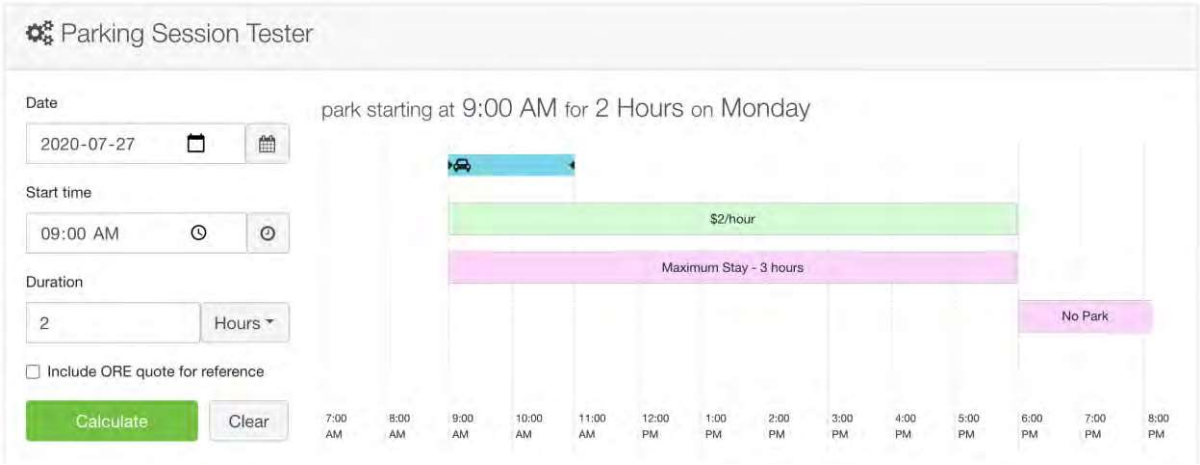
h. Restrict user access based on their ID/Password?

Yes, the **PayByPhone Portal:** PayByPhone Portal, our back-office administrative platform, is a cloud-based software that allows the City to authorize user access. Each user's access is unique to them with view/edit abilities according to the authorizations selected by the City.

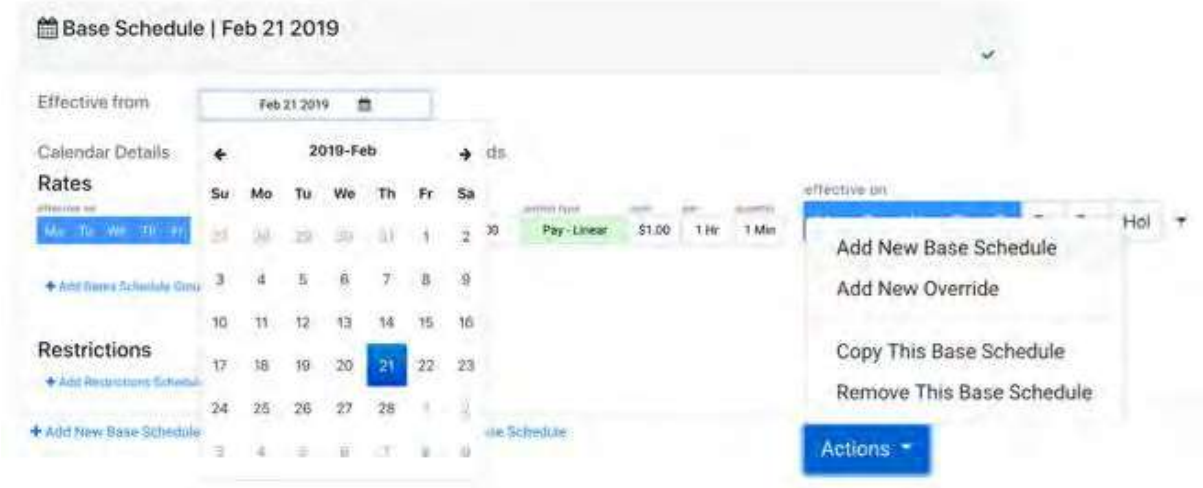
i. Allow one-time event parking?

Our flexible rates engine, hosted in the cloud-based PayByPhone Portal, gives the City complete control into how it configures and controls their rates. Our rates engine supports the complete pallet of pricing structures including tiered, dynamic pricing, and even allows for event rates. All these features are available as self-serve. That means you don't have to contact Client Success in order to perform a rate change (unless you want to).

Our **Parking Session Tester** that lets you preview the rate and restriction schedule prior to these going live. This allows you to quickly identify and eliminate errors before deploying complex rates and restriction schedules.



A wide range of policy formats can also be set up in the rates engine, from establishing time duration to enforcing parking restrictions. Event Parking will override your current rate schedule with a special set of rates and restrictions only for the event date and only for the affected location.



j. Multiple (flat vs. hourly) rate structure in one (1) facility?

Yes, our flexible rates engine, hosted in the cloud-based PayByPhone Portal, gives the City complete control into how it configures and controls its rates. Our rates engine supports the complete pallet of pricing structures including tiered, dynamic pricing, and meet's the City's

requirement for flat vs hourly rate structures within 1 facility by designating individual location numbers for each rate structure area.

3.2.7 Can users park using Text Messaging (SMS)?

PayByPhone offers the ability for users to pay for parking through QR code, which behaves the same way as if a user was texting a location code and getting access to a weblink to initiate payment [how current text-to-pay services work]. PayByPhone is exploring adding the text-to-web interface to its roadmap in the future.

3.2.8 Can users pay for parking using dial tone and/or voice-based vendor-hosted interactive voice response system?

Yes, as an opt-in solution for the City, drivers can pay for their parking using our smartphone app, via call (optional interactive voice response [IVR]), or our mobile website.

3.2.9 Will there be a toll-free number to initiate or extend parking sessions?

Yes, a toll-free number is provided for drivers to initiate and extend parking sessions via our opt-in IVR solution.

3.3.0 Do users have to pay an annual membership fee? If so, how much?

No, PayByPhone does not charge users to pay annual or membership fees to utilize our standard mobile payment services.

3.3.1 Does the system require integration with the meters?

No, the PayByPhone service does not require an integration with the City's meters to offer drivers full functionality.

3.3.2 Is the system in live use where it integrates to multi-space meters? If so, please provide location and system integration details.

Yes, PayByPhone has active integrations with multi-space meters. Below are a few examples of integrations we have in place.

Location/Client	Pay Station Brand	Details
City of San Francisco (SFMTA)	IPS & MacKay	PayByPhone has an active integration to push our payment data through the IPS platform, which allows consolidation of transactional data in one location. We also "light up" the MacKay meters on street

		where applicable when a payment has occurred within our app.
City of Redondo Beach, CA	Luke 2 (T2) & MacKay	PayByPhone has an active integration to push our payment data through the Digital Iris Platform, which allows consolidation of transactional data in one location. Iris also provides a final check for payment look-up, which requires a push from PayByPhone to Iris.
Lexington Parking Authority	Luke 2 (T2) & Cosmo	PayByPhone has an active integration to push our payment data through the Digital Iris Platform, which allows consolidation of transactional data in one location. Iris also provides a final check for payment look-up, which requires a push from PayByPhone to Iris.
Parking Authority of River City (Louisville)	Cale/Flowbird	PayByPhone has an active integration to push our payment data through the Cale/Flowbird Platform, which allows consolidation of transactional data in one location.
Translink	Luke 2 (T2)	PayByPhone has an active integration to push our payment data through the Digital Iris Platform, which allows consolidation of transactional data in one location. Iris also provides a final check for payment look-up, which requires a push from PayByPhone to Iris.

3.3.3 Has the pay-by-phone service integrated with or is in use at any gated revenue control systems? If so, please provide location and system integration details.

We are working hard to create a solid integration for gated environments that create a truly frictionless, touchless, and seamless experience for drivers. Our feature is being developed with drivers in mind, and already active in Europe where drivers authenticate their account for the AutoPass feature, which allows seamless parking in gated environments. In North America, we are open to exploring an existing partnership integration we currently have with Fennix, which ingests our payment data to open exit gates when a valid credential exists. We are currently still planning our North American strategy and welcome the City's input and partnership to assist in development of such a project.

3.3.4 Is your service in live use at over five US locations? If so, where?

Yes, PayByPhone is a global operation with 20+ years' experience. We are actively present within 155 US cities and in more than 1,300 cities worldwide and across 7 countries with 60+ million users and actively present within 3,750,310 spaces globally as of October 2022. Please refer to our attached references document for examples of five US locations.

3.3.5 Does your service integrate with wireless handheld systems? If yes, provide examples of live sites.

Yes, the PayByPhone solution integrates with a variety of enforcement providers using a real-time API, which includes wireless handheld systems as well as LPR. Please refer to our attached references document, which includes examples of sites with live enforcement integrations.

3.3.6 Is the system/software user-friendly? Please describe in detail.

Yes, PayByPhone's Web and App experience is user friendly with a process developed with the driver in mind. The steps to complete a parking transaction are intuitive with a logical flow that makes initiating a session frictionless and simple. Drivers can pay for their parking using our smartphone app, by calling a toll-free number from any phone, or by using our mobile website. PayByPhone accepts all major and many emerging payment options including Mastercard, Visa (debit and credit), American Express, Discover, Apple Pay, Google Pay, and PayPal. For the website option, drivers can park and pay quickly without registering for an account. PayByPhone doesn't require pre-registration to park, and we also operate a "guest account" service for drivers (an industry first). Drivers simply click the **Park** button on the website and are prompted to enter a location code, parking duration, vehicle plate number, email address, and valid credit card.

PayByPhone collects only the minimal data set required from drivers to deliver the services we provide. All data is collected in compliance with industry standards and adheres to the requirements dictated by state and federal laws. Core information, including license plate, phone number, and payment card details that are necessary to complete a transaction is entered directly by the driver for an initial set-up. Returning users only need to select their location and process their payment utilizing saved vehicle and payment data. This creates a user-friendly system that creates a frictionless parking experience for your drivers. Added features, such as our Apple Sign-In encourages quick and easy user registration to assist your drivers be on their way!

3.3.7 Do you have a marketing plan; i.e. recruitment process, decals, signage, advertisement mediums, etc.?

Our in-house marketing team will work with the City to design a unique Marketing Campaign to accompany the launch of the services that will effectively advertise and promote the service and engage the community. Our main objective is to increase the uptake of cashless parking throughout the life of the contract.

Marking Campaign

We have provided an example marketing campaign below. During implementation, our marketing team will work in partnership with you to design and deliver a customized marketing strategy which includes:

- PayByPhone marketing investment, at **no cost to the City**

- **Dynamic Labelling** provides a customed home screen image for the mobile apps.
- B2C campaigns throughout the year
- Clear concise **signage**
- **Social media** campaigns

We continuously measure and monitor our campaigns performance to identify gaps in the market. Each campaign will be delivered on a national and international level, designed to increase awareness of our customer focused service.

The following section provides an overview of the marketing campaign activities we recommend for launching and promoting the PayByPhone services while successfully encouraging drivers to sign up for the service.

The purpose of the campaign is to make the community, visitors and tourist aware that that the service is changing (and what to do)' when using PayByPhone to pay for parking. The aim of the communication is to make the changeover as stress-free as possible, and with minimal service disruption.

To ensure we are effective in communicating the service, we work with your communication and marketing teams to ensure news of the launch is featured prominently on both the City's and PayByPhone website.

Social Media is a powerful tool reaching a larger audience and an effective way to raise awareness and encourage drives to sign up in advance to the PayByPhone services in the form of:

- How to download and register the PayByPhone app
- Promoting local events
- Competitions and promotions
- Advertising new functionalities

We have social media presence on all major platforms including Facebook, Twitter, LinkedIn and YouTube. News and events are shared to reach a larger audience including the residents and tourist of Miami.

Posting content which announces that the service is coming soon with links to the customer videos showing how to download and register with the PayByPhone app, raises awareness and encourages new drivers to sign-up in advance.

We have provided below some example social posts we could include for the City of Miami.

Social Media Videos: A selection of PayByPhone generic videos are available to the City to use. These videos can be used on the Cities website, social media channels.

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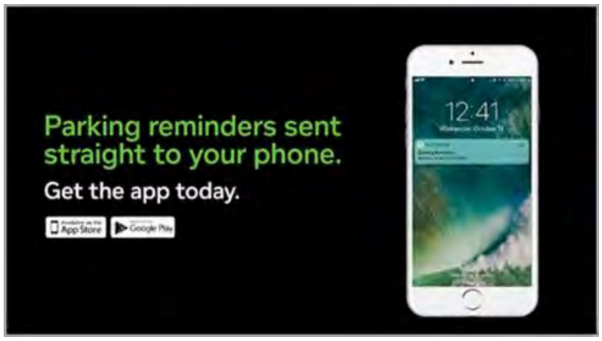
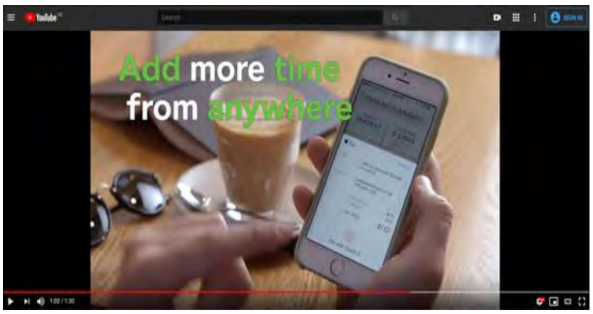
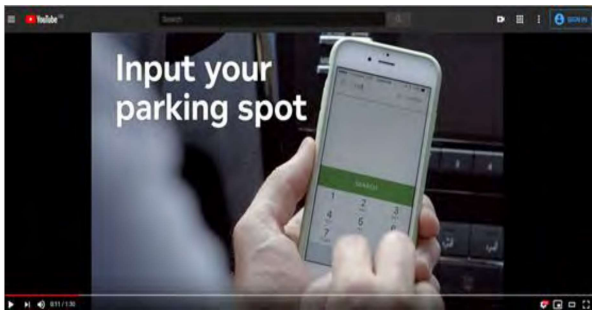


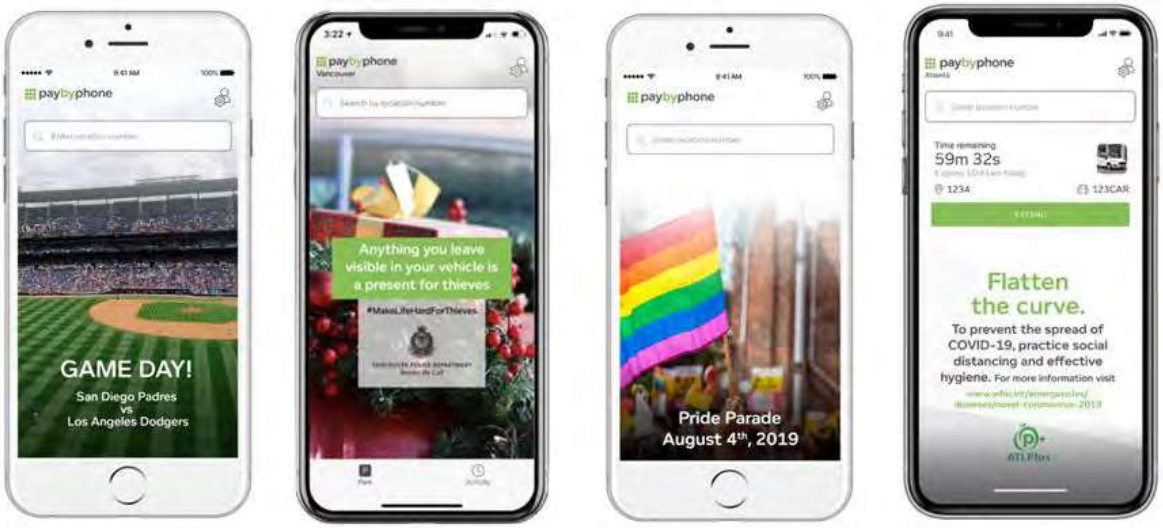




Landing Page: A customized landing page will be created containing information specific to the drivers of the City. This page contains information and videos on how to use the service and parking locations across Miami Beach.

Promoting the service post launch.

Dynamic Label: We 'localize'' our mobile apps for each client so they can choose an image of their choice which (using geo-locations) changes when the customer parks in their locations.



Signage: Having the right signage for each parking location is a key element in gaining awareness of the service and in achieving high levels of uptake. Signage will be attractive, authoritative, clear, and informative.

Multilingual

Linked to our global coverage our mobile apps supports a wide range of languages at the click of a tab, very helpful for tourists and visitors.

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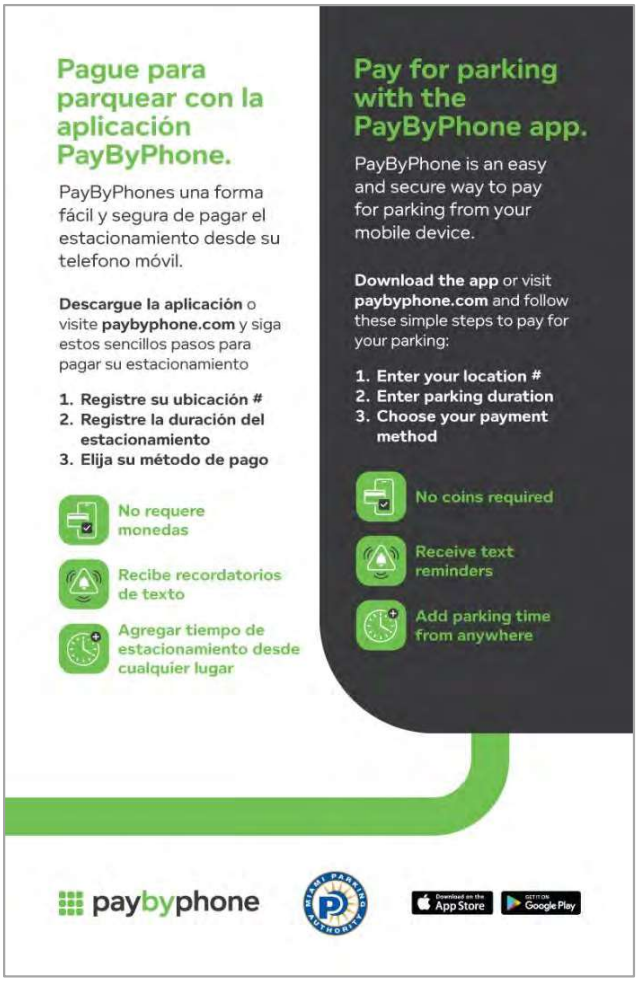
We recognize that Spanish is a dominant language spoken by over 50% of the population. We have provided below examples of marketing campaigns we can provide to the City of Miami Beach in Spanish.

Language Launch Package Example – City of Miami Beach, FL

Launch Poster:



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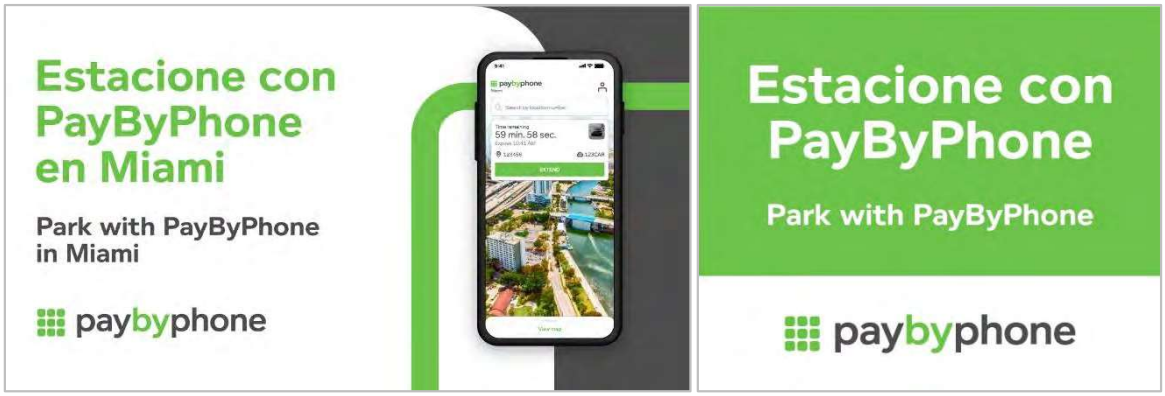
Launch Post Card:

Launch Social Posts:

Launch Website & Email Content:



Summer Campaigns

These campaigns offer fun give-aways for drivers using the service. We have provided an example of a mock marketing campaign that promotes the Miami Beach area.

'Discover Miami Beach with PayByPhone – Explore Your City like a Tourist'

The purpose of this campaign is to create community awareness about using PayByPhone when paying for parking, highlighting fun things to do in the Miami Beach are, and a fun giveaway to win '**Go City 5 Choice Explorer Passes'.**

The giveaway will be hosted on a dedicated landing page that will outline full contest details, prizes available to be won, a form where users can enter to win (requiring their PayByPhone account number), information about using the PayByPhone, and links to download the app.

To bolster awareness about the giveaway we will share boosted social posts on our Instagram and Facebook channels, and organic posts on Twitter, that link back to the landing page so people can easily enter to win and share the giveaway with others in their networks.

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Example Caption – 'Giveaway Time'

Miami Beach residents and visitors can now enjoy the convenience of PayByPhone when parking their vehicles across the city! Whether streamlining your commute, or facilitating your visit to the city, this partnership is sure to simplify your journey.

To celebrate the launch of PayByPhone in Miami Beach, we're hosting a GIVEAWAY! Two winners will each receive 2 'Go City 5 Choice Explorer Passes', that will get you access to some of the city's finest attractions, like the Zoo Miami, Speed Boat adventures, and the Miami Seaquarium!

Head to the link in bio and fill out the form to submit your entry. The contest closes [DATE].
It's that easy! Full contest details are available here.

https://park.paybyphone.com/simplifyyoursummer-miami/. Good luck!
[Short form terms and conditions will be listed here]

City Guide to Miami Beach

In keeping with the theme of things to do in Miami Beach and exploring the city like a tourist, we will also share a city guide blog article highlighting activities, shops, restaurants, and cafes people can enjoy near PayByPhone parking.

Experience: We Know the Aera and Clientele

With our established presence across southern Florida, PayByPhone knows the local audience, the clientele, and how to engage these communities to drive app adoption. Our community engagement campaigns illustrate our dedication to connecting with people in each area where PayByPhone operates.

We have provided examples below of some successful marketing campaigns we have launched in Miami.

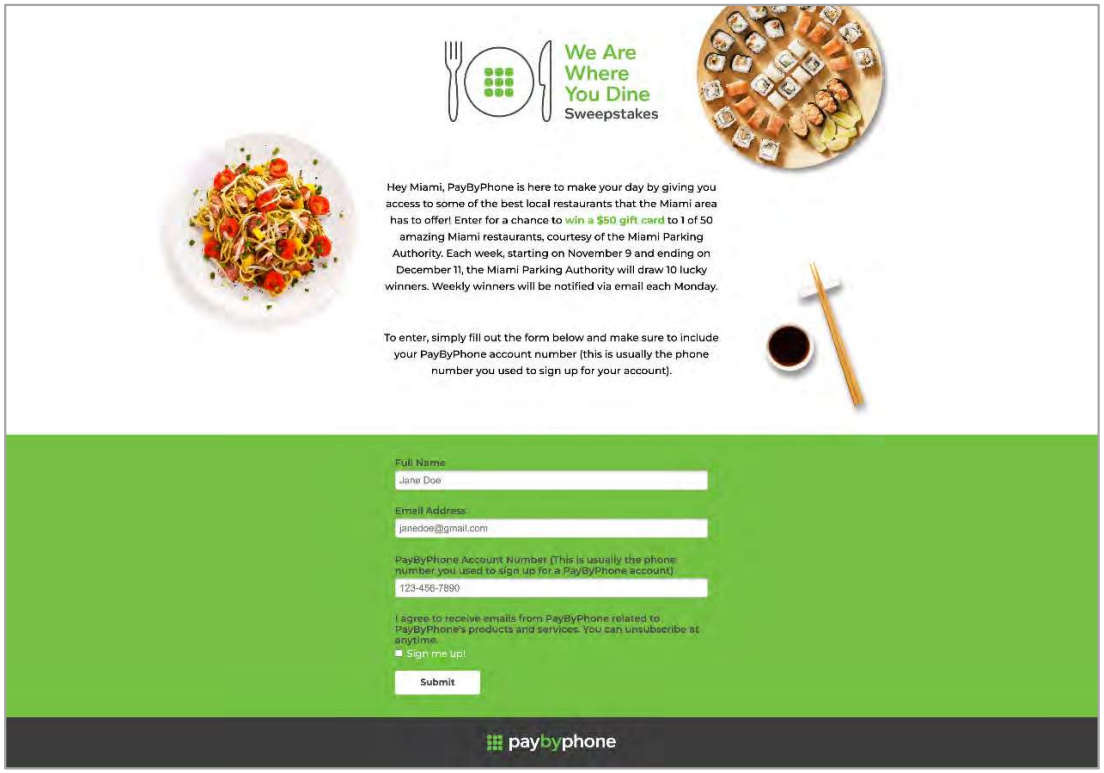
'We Are Where You Dine' Campaign

In 2020 we ran a contest in the City of Miami promoting awareness of PayByPhone, by hosting a giveaway campaign giving winners access to some of the best local restaurants that the city has to offer. PayByPhone users had the chance to win a $50 gift card to one of the many participating local restaurants, courtesy of the Miami Parking Authority (@mpacommunity).

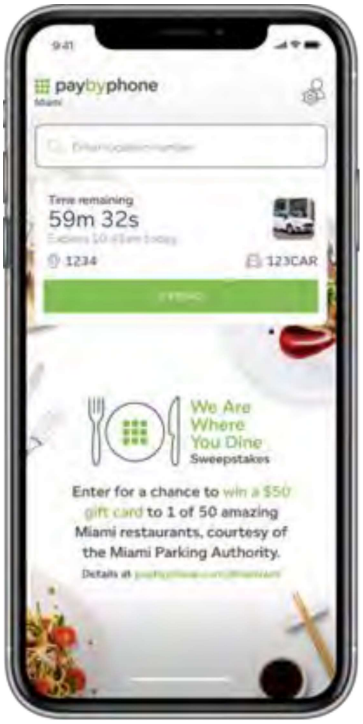
Campaign Tactics Used:

- Dedicated Landing Page
- Custom Dynamic Label Image
- Boosted Social Posts
- Giveaway Sweepstakes

Landing Page:



Dynamic Label Image:



Social Posts:

This campaign reached over 51,000 people.

Partnerships

Our existing partnerships with the following municipalities and parking providers shed light on our expertise in the area:

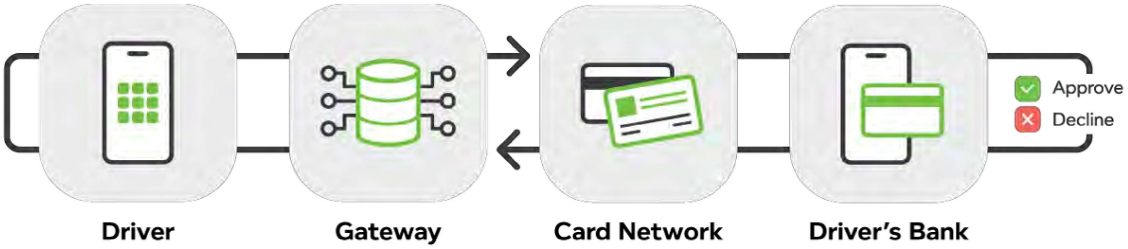
1. Bal Harbor
2. Bay Harbor Islands
3. Broward County
4. Carolina Beach
5. Coral Gables
6. Dadeland
7. Dania Beach
8. Florida International University
9. Fort Lauderdale
10. Hallandale Beach
11. Lauderdale – By – The – Sea
12. Miami
13. Miami Arts Charter School (MAC)
14. Miami Dade County Parks
15. Naples
16. North Bay Village
17. Nova Southeastern University (NSU)
18. Orange County
19. Pompano Beach
20. Sunny Isle Beach
21. Surfside
22. Tampa
23. University of Miami
24. Miami-Dade Aviation, Miami International Airport Park & Ride Lot

T +1.866.783.7787 E sales@paybyphone.com W paybyphone.com

3.3.8 What is the settlement process of your system/software?

Mobile parking payments involve transferring funds between a driver's credit card, PayByPhone, the credit card network, and the parking operator's bank.

The step-by-step transaction credit card process is as follows:



Transactions Settlement Workflow

At the start of a parking session, the driver's credit card is authorized in real-time to confirm funds are available for the requested payment transaction. Transactions are characterized as "card not present" and are batched (collected) daily. Settlement times are configurable, but typically happen between midnight and 4:00 a.m.

If the driver's bank approves the transaction, it sends funds to the card network.

The card network sends funds to the Merchant of Record (MoR) bank account. (**Note:** Discover cards are not accepted if PayByPhone is the MoR for Canadian clients.)

Multiple Fees

- Transaction fees are charged by the card network whether funds transfer or not.
- Service fees are charged by PayByPhone.
- Interchange fees, card association fees, and processing fees are charged by the MoR bank.

Transaction Reports

- Transaction and daily deposit reports can be generated by PayByPhone Portal.
- Transactions and transaction summary reports are provided by the payment gateway service — CreditCall — in most cases.
- Daily summary reports are provided by the MoR bank.

Merchant Processors

We integrate with all common merchant processors, including Chase Paymentech, Elavon, First Data, Heartland, TSYS, Vantiv, and Worldpay. While Truist is not currently an active PayByPhone approved partner, we are exploring avenues to add them.

3.3.9 Is there interface capability?

Yes, PayByPhone has an open API with the ability to integrate as either a push service or a pull-on-demand service. The push service will send transactions in real-time. As long as the integration conforms to our API, PayByPhone can send transaction information. Scoping for enhanced features can take place once additional information is provided to determine feasibility, price, and timelines.

3.4.0 Is there system portability, expandability, and support?

Yes, PayByPhone's architecture is designed to be extremely scalable. Our platform has sufficient capacity to meet the City's anticipated volume both for today's usage and future growth. We successfully process more than 190 million transactions a year (over 500,000 transactions a day). Our enterprise data is hosted on Amazon Web Services (AWS). This allows us to quickly and easily scale up server capacity when required. Both driver and customer support is addressed with each respective section in other areas.

3.4.1 Can the system maintain the security, confidentiality of transactions and information? If yes, please describe in detail.

Yes, as a PCI-DSS Level 1 certified provider, PayByPhone is responsible for the security of cardholder data, which it possesses or otherwise stores, processes, or transmits on behalf of its clients. PayByPhone abides by the rules and regulations set forth in the PCI-DSS regulations. PayByPhone has policies and procedures in place for Information Security which are owned by the Security and Compliance team. These policies and procedures are written in accordance with PCI-DSS standards and reviewed annually. All PayByPhone employees and contractors are required to familiarize themselves with and acknowledge the Information Security policies and procedures. Information Security policies and procedures are assessed in our annual PCI-DSS and SOC 2 Type 2 assessments.

PayByPhone has a mature and advanced vulnerability management program. It is based on four steps, which occur monthly or ad-hoc if out-of-band critical security patches are released by manufacturers. The four steps are:

1. **Corporate security patching**:
    a. Operating systems
    b. Third-party software patching (for example, Firefox, Adobe, Java etc.)
2. **Production security patching**:
    a. Operating systems
    b. Third-party software patching

3. Infrastructure security patching in all environments:

a. Firewalls, switches, databases etc.

4. Vulnerability scan of all environments:

a. Remediate any discovered vulnerabilities until the scan returns clean. This process is repeated monthly and is easily repeatable due to the extensive use of automation tooling and processes.

In addition, PayByPhone also performs the following monthly activities:

1. External network vulnerability scanning

2. External web application vulnerability scanning

Finally, PayByPhone employs full-time security personnel to maintain these processes as well as perform external, internal, and application penetration testing to identify any vulnerabilities or weaknesses in the platform.

3.4.2 Is your system PCI compliant?

Yes, as a PCI-DSS Level 1 certified provider, PayByPhone protects drivers' card data (whether in transmission or in storage) using a combination of industrial-grade encryption technologies. Clients aren't able to view cardholder data. The PayByPhone Portal system and consumer applications don't read from the credit card database table. Cardholder applications only have access to pre-formatted and redacted card data. Our cardholder environment and our database servers are physically isolated from the Internet. To protect our systems further, we've put in place a range of active monitoring systems (including DDOS mitigation appliances, intrusion detection appliances, file integrity appliances, hardware and software firewall appliances, antivirus appliances, and log aggregation systems). PayByPhone repeats the PCI attestation process annually. Our PCI-DDS Level 1 compliancy can be validated at any time by visiting the VISA portal at https://www.visa.com/splisting/searchGrsp.do. Please see our PCI-DSS Certificate below.

3.4.3 Do you allow the City to use our own merchant accounts for credit card processing? This is the City's preferred process.

Yes, PayByPhone can work with whichever merchant processor the City chooses. We integrate with all common merchant processors, including Chase Paymentech, Elavon, First Data, Heartland, TSYS, Vantiv, and Worldpay. Mobile parking payments involve transferring funds between a driver's credit card, PayByPhone, the credit card network, and the parking operator's bank.

Transactions Settlement Workflow

At the start of a parking session, the driver's credit card is authorized in real-time to confirm funds are available for the requested payment transaction. Transactions are characterized as "card not present" and are batched (collected) daily. Settlement times are configurable, but typically happen between midnight and 4:00 a.m.

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The card network sends funds to the Merchant of Record (MoR) bank account. (**Note:** Discover cards are not accepted if PayByPhone is the MoR for Canadian clients.)

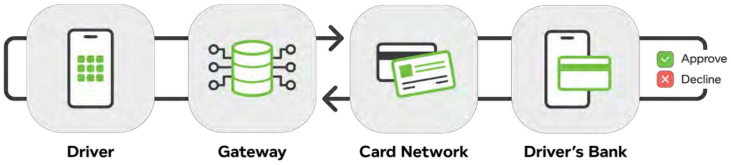
3.4.4 If the merchant account is not the City's, what is the turn-around time for payment to the City? The City requires that payment be made within 24 hours of point of sale.

PayByPhone can work with whichever merchant processor the City chooses to have us connect to. Parking funds are deposited directly to the allocated merchant account and are typically settled daily at 3 am EST. If PayByPhone serves as merchant of record, funds are collected within our merchant account through the current month. At the close of the month, PayByPhone electronically transfers the City's funds within 3 days of the month closure.

3.4.5 Does the City directly receive the credit card payments from our consumers' parking transactions?

Yes, mobile parking payments involve transferring funds between a driver's credit card, PayByPhone, the credit card network, and the parking operator's bank.

The step-by-step transaction credit card process is as follows:



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Transaction Reports

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- Transactions and transaction summary reports are provided by the payment gateway service — CreditCall — in most cases.
- Daily summary reports are provided by the MoR bank.

3.4.6 Can you report on average downtime of service?

At PayByPhone, availability is defined as the percentage derived by dividing the total sum of minutes in the given month ("X"), minus the total sum of the experienced incident, divided by the sum total of availability minutes ("X"). Availability is calculated and measured by impact on the end user.

The customer impact is determined by leveraging experienced trends over numerous historical periods (durations) and applying the nearest trending rate as the expected base. During an incident, the availability calculation is thus determined by the expected trends, minus the current trend (incident) and the anticipated duration, based on normal trends, to recover the delta.
By leveraging historical trends, the formula allows the availability metric to much more accurately assess and determine availability based on experienced impact. The Site Reliability Team tracks and analyzes our availability and is able to provide, upon request, the overall availability of the platform on a monthly basis. Additional detailed reporting may be available upon request and at the discretion of PayByPhone.

3.4.7 Do you have web-based parking permits for monthly off-street parking?

The PayByPhone app can accommodate monthly sessions in the same manner it manages hourly sessions for off-street parking areas, which is available via both the Web and our app. The City may choose to utilize our optional Rights & Rates feature to determine which user profiles have authorized access to monthly options.
.

3.4.8 Do you have web-based parking permits for event off-street parking?

PayByPhone's override feature, located within our self-serve portal, allows the City to override a locations base rate with an event-based rate. This will result in drivers seeing a different rate based on the City's override date/time specifications. This can be utilized for locations in both on and off street locations and would be available via the web and our app.

3.4.9 Do you have web-based parking permits for residential, student, and business parking?

City staff can utilize PayByPhone's Rights and Rates subscription program to administratively manage parking needs by profile type such as residential, student, and businesses. Rights and Rates is a subscription program that provides parking fees based on the driver's pre-authorized profile while supporting different rate structures for different profile types through the optional PayByPhone Rights and Rates feature. This feature can provide special rates for residents,

accessible parking spots for people with disabilities, or longer stay times for commercial cars. Parking rules depend on the driver profile. Drivers would have access to these features via the web as well as our app.

3.5.0 Do you have a phone & web-based violation payment system? If so, does it interface with other violation payment system platforms?

PayByPhone can provide custom text within the app that includes a link to the City's online payment portal for parking citation payment. While we can process any payment through the PayByPhone app, there would be nothing linking this payment to the citation and would simply only reference the license plate.

3.5.1 Do you have an Electronic Validation System for hotels, businesses, restaurants, etc.?

PayByPhone offers validations, which may be used for hotels, restaurants, and other businesses as requested. Parking clients across North America – including municipalities, universities, healthcare campuses, hotels, event venues, and parking operators – can leverage the combined technology solutions of PayByPhone and Off-street to digitally manage their parking validations and paid parking exemptions. Our parking validation software is a license plate-based Web app that allows you to create user accounts to manage your organization's needs as well as to authorize drivers to register for parking validations via an online portal. Digital parking validations will allow you to:

- Self-manage your employee, customer, and visitor parking.
- Increase your visitor compliance.
- Eliminate your decals and paper parking permits.

Our Web-based validation app integrates with leading parking enforcement technology to minimize parking infractions.

3.5.2 Does your organization develop and own its core technology or is it licensed from a third party?

PayByPhone owns and develops their own core technology, and we do not acquire from a third-party.

3.5.3 Describe your customer dispute process.

Drivers can view their parking transaction history via the mobile app (under Parking History) and on the PayByPhone website (after signing in). Each transaction can be exported individually to a PDF file. For a detailed view of transaction history by selectable date range with the ability to print receipts as needed, drivers need to visit their Detailed Parking Transactions page (accessible via

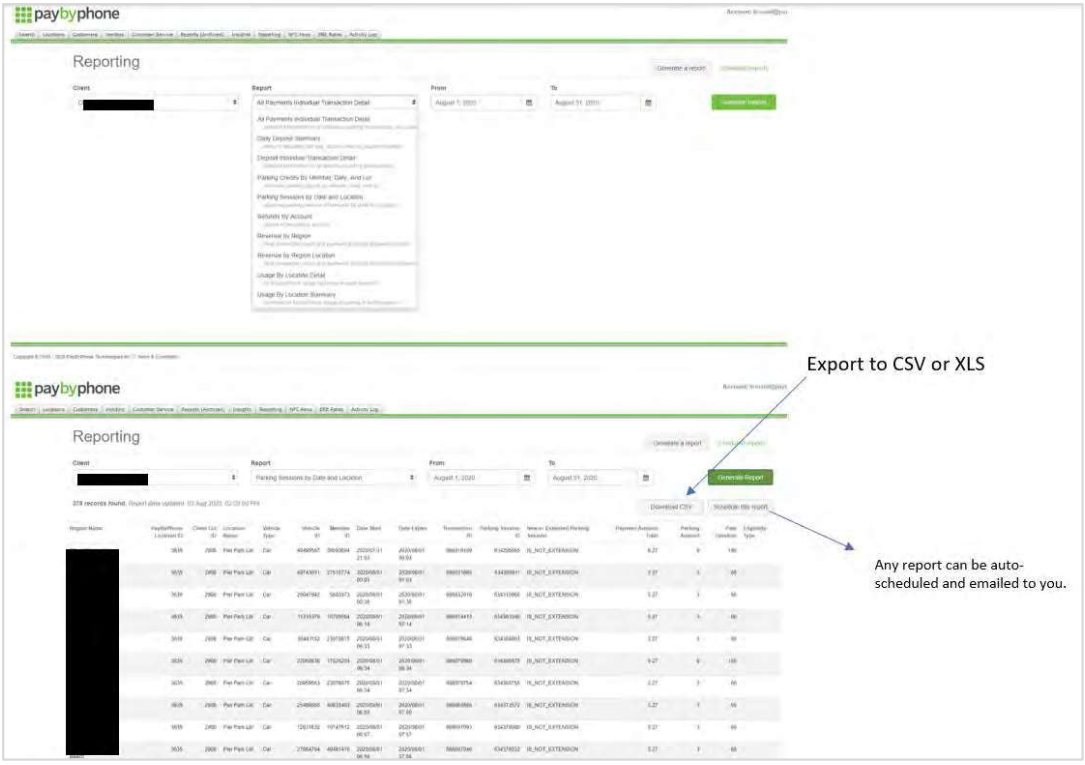
the PayByPhone website only). Detailed parking transactions can be searched by date-range and exported to CSV or PDF files.

PayByPhone provides free telephone customer support in English, French, and Spanish. Drivers who are having difficulties with registration, starting parking or resolving account problems/disputes can get help right away by connecting to our toll-free number. Disputes are managed according to provisions set in place between PayByPhone and the City based on data collected during the implementation phase on how best to manage these situations.

3.5.4 Are all reports exportable to Excel or other file formats?

Yes—reports are available via the PayByPhone Portal, our back-office administrative platform, which is a cloud-based software that allows the City to authorize user access. Each user's access is unique to them with view/edit abilities according to the authorizations selected by the City. Transaction data can be searched using our **to - from** date filter, and our robust reporting tool provides the City with the ability to view current and historical parking sessions and associated transaction data. All reports can be exported to CSV, Excel, and PDF formats, and reports can even be scheduled for routine delivery to an authorized email. Transaction data can be retrieved at any time and meets the two- and three-year requirements.

A variety of reports are available and meet the City's requirement for specified fields listed above.



3.5.5 Will the City have access to the system database? Who owns the data?

PayByPhone provides secure, administrative password access to its PayByPhone Portal administrative database where only the minimal data set required from drivers to deliver the services we provide is stored. Core information that the City can access from the database

includes license plate, phone number, and payment card details entered directly by drivers to initiate a transaction.

PayByPhone owns customer data and shares ownership of transactional data with the City. It has two redundant servers in secure, state-of-the-art data centers. The primary location is with Aptum Technologies in Vancouver, BC, and the secondary with Amazon Web Services (AWS) in Montreal, QC. Both data centers are equipped with redundant power, fire control systems, and advanced video surveillance.

3.5.6 Does the system provide any report writing/generating tool?

No, our PayByPhone Portal does not currently support the ability to write your own reports. A wide variety of reports are provided to meet the City's needs, and all reports can be exported to CSV, Excel, and PDF formats, and reports can even be scheduled for routine delivery to an authorized email. However, if a custom report is desired, PayByPhone can assist the City in acquiring such report.

3.5.7 How is the Mobile Parking user fee assessed? Per transaction; monthly; etc. Please explain.

Typically, the per transaction fee is set up as a "fee-on-top" structure, which is paid by the driver by form of a convenience or service fee. This means the transaction fee can be paid by the driver and is added on top of the City's parking fee. However, we support a variety of transaction set-up scenarios based on the City's preference. In many cases, if the City offers both hourly and monthly parking options where both are offered and supported via our platform with a varying transaction fee for each type.

3.5.8 Will you provide Miami Beach Residents a discount on your pay-by-phone user fees (per transaction or monthly)? Please explain.

Yes, PayByPhone can support different rate structures for different profile types through the optional PayByPhone **Rights and Rates** feature. This could include discounted rates for eligible drivers or the right to park in a restricted location such as providing discounted parking rates for residents, accessible parking spots for people with disabilities, or longer stay times for commercial cars.

The Miami Parking Authority utilizes this same feature to offer resident rate discount, and the same efforts can be duplicated for the City of Miami Beach based on your unique needs and can be per transaction or monthly based on the City's needs.

Parking rules depend on the driver profile. PayByPhone can either pull these eligible license plates automatically from an existing database or the City can manually add license plates to a **Rights and Rates** group. During COVID-19, PayByPhone's **Rights and Rates** feature was used by municipalities to waive parking fees for health care and other essential workers as well as remove the maximum stay restrictions for these drivers, thereby allowing crucial services to continue uninterrupted.

3.5.9 Will you provide Miami Beach Residents Mobile Parking service at no charge? Please explain.[i]

PayByPhone can support different rate structures for different profile types through the optional PayByPhone **Rights and Rates** feature. This could include discounted rates for eligible drivers [such as residents or disabled parkers] or the right to park in a restricted location such as longer stay times for commercial cars. This feature does not currently have the ability to support transaction-free options for specified accounts, but we are currently working with our product team to get the needed development work on our roadmap in time for the Miami Beach roll out. In the interim, we have the ability to work with the City to decrease the driver's parking fee by the amount of the transaction fee, essentially offering this at no cost to the driver and absorbed by the City and can message accordingly so users understand. This would be a potential stop gap until this development work is done.

3.6.0 Do you host and update your system?

PayByPhone is a global SaaS product offering. Our app is supported on Apple iOS, Android, and Windows operating systems. Our service is accessible using any modern Internet browser or the app itself. No infrastructure is required to be installed inside the City's network.

PayByPhone is responsible for patching systems and services supporting our service. This is assessed in our annual PCI-DSS and SOC 2 Type 2 assessments. PayByPhone's architecture is designed to be extremely scalable. Our platform has sufficient capacity to meet the City's anticipated volume both for today's usage and future growth.

We successfully process more than **100 million transactions a year** (over 300,000 transactions a day). Our enterprise data is hosted on Amazon Web Services (AWS). This allows us to quickly and easily scale up server capacity when required.

3.6.1 Is your software Microsoft SQL? Please provide the version of the software.

No, PayByPhone does not use Microsoft SQL.

3.6.2 Is your software web-based?

Yes, the self-serve administrative PayByPhone Portal is a secure, Web-based platform that can be managed from any modern Web browser.

3.6.3 Is your software compatible with the Skidata gated revenue control system for payment at garages (OffStreet only).

Please refer to our response in question 3.3.3

TAB 4 - Approach and Methodology

4.1 Project Planning and Implementation Information

4.1.1 Provide a complete sample project plan for this project. Include your firm's approach to project management, implementation, migration, and training issues. Describe the implementation strategy that would be employed to successfully complete the project as well as meet the requirements of the City within the required timeline.

PayByPhone will provide an implementation plan for review and approval by the City within 30 days of contract award. A typical implementation can take between six and eight weeks depending on City staff availability. Dates can be adjusted upon being selected vendor of choice and are contingent upon award assumptions from the solicitation schedule. There are several key, high-level items in a transition plan (from implementation to go-live) that are worth noting.

- Launch call.
- Identify key stakeholders.
- Set up merchant information.
- System configuration (new location setup, if applicable)
- Design and produce signage and stickers.
- Testing
- Soft go-live – testing phase
- Go-live – (projected go-live date)

Our implementation plan below provides a detailed overview of the proposed scope of work a date/timeline assumed based on this RFP release since the dates are listed as TBD but may be adjusted based on additional information provided by the City, while **Tentative Project Schedule** below highlights the key milestones the project will meet during each phase of its six- to eight-week implementation. Implementation time frames vary from operation to operation based on information provided to us within the implementation workbook and merchant account setup.

April 2023: Contract Execution

- **Finalize the contract:** The City will work directly with PayByPhone's Sales Director and our Legal team.
- **Schedule kick-off call:** The City's Sales Director will coordinate a kick-off call with the assigned PayByPhone Client Success team to begin work on project implementation.

April 2023: Project Kick-off

- **Client Success Onboarding Manager:** Primary point of contact and project lead during onboarding phase. Weekly meetings and coordination for merchant account, signage planning, geolocation coordination, dynamic label, and communication. Before go-live, the Client Success team will conduct training that also includes the sales director. Virtual training is also available if needed.
- **Sales Director:** Attends weekly calls and provides input as needed. Works with the Client Success team to conduct on-site training. Virtual training is also available if needed.
- **Implementation Manager:** Works closely with the team to coordinate and execute necessary integrations and conduct test transactions.

- **Marketing:** Works with the team to plan marketing strategies for go-live and future adoption success strategies.

May 2023: Soft Launch Go-Live

- **Client Success Onboarding Manager:** Works with the City to confirm a go-live date for soft launch. Upon go-live, transactions and processes will be monitored and there will continue to be communications with the City to troubleshoot if needed.
- **Sales Director:** Works with the Client Success team and provides input where needed.
- **Client Success Account Manager:** Introduction to your Account Manager who will serve as your primary point of contact from full go-live forward. Responsible for routine check-ins to ensure adoption growth and client success. Available for routine questions and routine meetings at the discretion of the City.
- **Implementation Manager:** Monitors integrations and works with the team to ensure all is working as expected. Makes adjustments as needed.
- **Marketing:** Monitors marketing activities and works with the City to implement new marketing endeavors that will complement City events and assist with adoption growth.

May 2023: Soft Launch Evaluation and Full Launch Implementation Planning

- **Client Success Onboarding Manager:** Remains the primary point of contact for the City and works with the City to monitor soft launch locations, evaluate issues, and implement solutions. Works with the City to begin setting up new locations for future full launch. Meetings conducted weekly or as dictated by the City for full launch planning.
- **Sales Director:** Remains in contact with the Client Success team and continues to attend meetings as scheduled by the Client Success team. Provides input as needed.
- **Client Success Account Manager:** Introduction to your Account Manager who will serve as your primary point of contact from full go-live forward. Responsible for routine check-ins to ensure adoption growth and client success. Available for routine questions and routine meetings at the discretion of the City.
- **Implementation Manager:** Works with the Client Success team to set up any new integrations that have developed since initial launch (for example, change in enforcement provider) and remains available if needed.
- **Marketing:** Works with the City to begin marketing strategy planning to market upcoming full launch in the City.

June 2023: Full Launch Go-Live

- **Client Success Onboarding Manager:** Works with the City to confirm a go-live date for full launch. Upon go-live, transactions and processes will be monitored and there will continue to be communications with the City to troubleshoot if required. At this time, the City will also be introduced and transitioned to its assigned Account Manager, who will serve as the City's primary point of contact for its account.

- **Client Success Account Manager:** The PayByPhone Account Manager will serve as the primary point of contact to work with the City for both routine needs as well as develop and implement strategic marketing activities and ensure adoption success.
- **Sales Director:** Works with the Client Success team and provides input where needed.
- **Implementation manager:** Monitors integrations and works with the team to ensure all is working as expected. Makes adjustments as needed.
- **Marketing:** Monitors marketing activities and works with the City to implement new marketing endeavors that will complement City events and assist with adoption growth.

4.1.2 Include a sample project schedule based on the above project plan. Indicate the significant "milestones" in a project of this nature and magnitude.

Please refer to our response in question 4.1.1

4.2 Training Information

4.2.1 Describe the training program approach for the City. Include Administrator, Power User, and Full User roles; including in-house training ("Live");.

Training is one of the most important steps to a successful implementation. The City's parking administrative staff and its partners will be offered complimentary training during the implementation phase. We use a "train the trainer" model.

Our main training program consists of four key elements:

- PayByPhone – who we are, what we do, core processes.
- Enforcement – parking location numbers, enforcement protocols.
- PayByPhone Portal system (Administrator) – how it works, reporting functions, dashboards.
- Customer service (Full User & Power Users) – registration, payment, account management.

PayByPhone's instructional training will be planned to accommodate training needs. It will also allow time for question-and-answer sessions as needed by the City's staff to ensure everyone is comfortable with their understanding of the software and associated integrations. We'll submit a proposed instruction schedule where the City can adjust and suggest changes to the content and schedule to ensure efficiency and a mutually agreeable planning process. We'll provide training materials that can be copied and distributed as needed for ongoing training purposes.

PayByPhone will put together a comprehensive training plan related to its cloud-based administrative PayByPhone Portal system which can include on-street teams if applicable (civil enforcement officers) during the service implementation phase. We'll run multiple "train the trainer" sessions as needed. Additionally, live training can be conducted at the City's request.

4.2.2 Describe all training manuals and formats available. Describe other methods or training available to City users.

Please refer to our response in question 4.2.1

4.3 Maintenance/Support/Warranty Information

4.3.1 Describe the levels and types of ongoing system support and maintenance provided by your firm. Specify the current version of your system, next major upgrade, how often the system is upgraded, and how the upgrades are accomplished.

PayByPhone is a software as a service (SaaS) solution, therefore, as software updates are made, they're available to drivers and clients immediately. Ongoing refresher training can be provided as needed.

Upgrades and patches are applied by PayByPhone. This is assessed in our annual PCI-DSS and SOC 2 Type 2 assessments. In situations where an update requires an interruption of service, Client's are notified in advance, and a time is carefully selected to disrupt clients as little as possible. For example, a typical update may occur est. after 4 am with little to no impact on the City's drivers.

4.3.2 Indicate how support would be provided to our location (hotline telephone support, email, onsite, helpdesk, etc.). Describe the support escalation process should initial methods of support not adequately address the issue(s).

City administrative staff will have a dedicated client success account manager to contact via email or toll-free number, between 7 a.m. and 4 p.m., Monday to Friday. We can respond to administrative staff within 24 hours, exempting calls and emails received on weekends. In this case, depending on the complexity and urgency, a response is still usually provided on Monday. PayByPhone can usually respond to technical inquiries within 60 minutes. However, this is largely dependent on the complexity and coordination of the response to the appropriate groups.

The process to trigger an emergency support issue simply requires City staff to call the toll-free emergency support phone number or email sys911@paybyphone.com, providing the specific details of the issue.

For driver support, PayByPhone uses Zendesk, the world's biggest cloud-based helpdesk solution, to track and manage drivers' support tickets. We also use Zendesk's advanced analytics and machine learning capabilities to continuously enhance our processes around user satisfaction and performance. Drives may contact our free telephone customer support in English, French, and Spanish, which is available 24/7. Drivers who are having difficulties with registration, starting parking or resolving account problems can get help right away by connecting to our toll-free number.

4.3.3 Describe software and services warranty coverage. Provide any available Service Level Agreement(s) ("SLA") for the City's consideration.

PayByPhone provides an uptime service level guarantee surrounding all mission critical services. Uptime guarantees are exclusive of outages related to third-party suppliers, including, but not limited to, payment gateways, messaging suppliers, telephony suppliers, third-party revenue control, and enforcement handheld systems. A copy of PayByPhone's **Service Level Agreement** has been attached at **Appendix 2.**

Appendix 1 – Resumes

TERESA TRUSSELL, CAPP, Sales Director, Midwest and Southern California

Teresa has decades of parking industry experience. Prior to joining PayByPhone in 2019, Teresa served as Ohio University's Parking Operations Supervisor for nearly 20 years where she earned her Certified Administrator of Public Parking (CAPP) certification through the International Parking & Mobility Institute (IPMI). Teresa served as an active IPMI CAPP board member through 2020, and actively serves on the Accessible Parking Coalition Advisory Council for IPMI. In her current role at PayByPhone, Teresa is responsible for sales and client relationship building within Ohio, Indiana, West Virginia, Pennsylvania, Michigan, and Southern California. Teresa leverages her operational background along with her extensive training in client service leadership to tap into her clients' needs to ensure our services match their desired outcomes. Her personable and client-focused approach allows her to create long-lasting relationships that build trust and are the key to PayByPhone's and the client's success.

PayByPhone Technologies Inc.
Sales Director, Midwest and Southern California — **2019 – Present**

- Create and manage sales opportunities.
- Build and nurture prospective and client relationships.
- Work with existing clients to create adoption growth campaign activities.
- Perform on-site meetings and participate in on-site activities.

Ohio University, Parking Operations Supervisor
Parking Operations Supervisor — **2000 – 2018**

- Managed day-to-day parking operations.
- Evalluated technology and planned/executed implementation process.
- Developed routine communication lans for internal and external use.

Ohio University
Master of Social Science — **2019**

Ohio University
Bachelor of Human and Consumer Sciences — **2017**

T +1.866.783.7787 E sales@paybyphone.com W paybyphone.com

SHALINI DIAZ, Director, Client Success

Shalini Diaz has been a noteworthy leader in the parking and mobility industry for over 20 years, bringing a vast degree of technical knowledge with her, along with a reputation for problem solving and account management. Her consultative approach inevitably builds long-term relationships with clients and develops trust and loyalty that leads to increasing development and expansion into emerging markets. Shalini is responsible for the strategic direction of the North American Client Success division, starting with the onboarding phase and carrying into post-implementation and account management. Holding a bachelor's degree in Public Administration from Florida International University, Shalini is known for understanding clients' needs and providing innovative solutions that match their desired goals.

PayByPhone Technologies Inc.
Director, Client Success
2022 – Present

- Establish, implement, and communicate the strategic direction of the Client Success North America division, starting with the onboarding phase and carrying into post-implementation and account management.
- Lead a high performing Client Success team, delivering on client satisfaction, engagement, and retention and growth

PayByPhone Technologies Inc.
Director, Enterprise Sales
2019 – 2022

- Grew PayByPhone's corporate presence in North America, and increased revenue by generating new sales leads, while working within existing client relationships.
- Planned and managed projects, aligning business goals with technology solutions to drive process improvements.

T2 Systems, Inc.
Regional Sales Manager
2017 – 2019

- Collaborated with senior executives to establish and execute sales goal.
- Developed and executed on sales strategies while building and nurturing relationships across territory.

Florida International University
Bachelor of Public Administration
2009

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CARMEN DONNELL, CAPP, Managing Director, North America

Carmen brings 15 years of parking, transportation, and mobility industry experience alongside a keen interest in relationship management. Carmen is a respected sales leader and an active participant in many industry organizations. As such, Carmen prides herself in viewing parking solutions from the client's perspective. She has the knowledge and background to customize operations to serve any need. Recently promoted to managing director of North America for PayByPhone, Carmen is responsible for functional aspects and members of the Commercial team in the US and Canada. This includes Sales, RFP, Marketing, Implementation and Client Success groups. Working closely alongside the Chief Client Officer, Global, and other PayByPhone operative departments, Carmen's top focus is to deliver results that are aligned with PayByPhone's overall growth strategy and ensuring that the clients are happy, all while creating a team that promotes personal and professional growth and development.

PayByPhone Technologies Inc.
Managing Director, North America
2022 – Present

- Responsible for overall strategy and execution for North American Commerical team.
- Report monthly KPIs on progress towards company and team goals to executive stakeholders.
- Lead Sales, RFP, Marketing, Implementation, and Client Manamgement team members.

PayByPhone Technologies Inc.
Vice President, Sales, North America
Vice President Sales West, North America
2019 – 2022

- Provided mentoring, coaching, and industry experience to build sales directors' knowledge and skill sets.
- Led RFP production and content team.
- Created and executed annual strategy and produced regular KPIs of progress towards company and team goals.

T2 Systems Canada Inc.
Regional Sales Manager and Team Lead
2008 – 2019

- Coached and mentored pay station regional sales managers.
- Engaged in large opportunity strategy across company pay station portfolio and pipeline.
- Managed a territory with 150+ existing accounts and responsible for all new logo acquisition.

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JONNY COMBE, President and CEO

Jonny is the President and CEO of PayByPhone with nearly two decades of experience in sales and service leadership within the automotive and technology sectors. As President and CEO, Jonny ensures PayByPhone shareholder maximization and the long-term success of the company by defining and executing effective strategies.

PayByPhone Technologies Inc.
President and CEO

2022 – Present

- Support the Board of PayByPhone Technologies Inc. in developing a meaningful long-term vision and an effective strategy for the company.
- Oversee all business activities in the areas of product development, commercial, and HR to ensure they produce results consistent with overall strategy.
- Build strong relations with key partners and stakeholders and act as central point of contact for important shareholders.

PayByPhone Limited
CEO, Corporate

2022 – 2022

- Responsible for implementing effective strategies to accelerate the growth and development of PayByPhone's global B2B business.
- Led the global Business division to build a business line that would generate increased monthly recurring revenue.

PayByPhone Limited
Chief Executive Officer, UK

2018 – 2022

- Developed and implemented a new business strategy to ensure successful, rapid growth over a 36-month period.
- Oversaw a complete restructure of the business including building a new management team and worked with leaders to develop a culture of high performance across the entire business.

University of Stirling
BA, Marketing

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ANTHONY CASHEL, Interim Chief Client Officer

Anthony Cashel is PayByPhone's interim Chief Client Officer and brings more than 15 years' experience in the automotive industry. He also sits on the British Parking Association's Technology and Innovation Board. Anthony oversees the day-to-day commercial aspects of the business, safeguarding the company culture, leading, mentoring, and developing all staff in Europe and North America. Anthony will spearhead the development and execution of PayByPhone's growth strategy in on- and off-street commercial parking and successfully expand into new markets that align with the company's international growth strategies.

PayByPhone Technologies Inc. Interim Chief Client Officer

2022 – Present

- Responsible for the overall strategic direction of our Global City and Parking Operator business.
- Reports monthly to the Management Board on progress of strategic goals.
- Drives cross-functional synergies and best practice across all markets.

PayByPhone UK Limited Managing Director, UK

2022 – 2022

- Developed the strategic direction for the UK business, including development and mentoring of the team.
- Oversaw the development of the company culture and ensured alignment with our internal goals.
- Developed best practice approaches to the utilization of data as part of our ongoing growth strategy.

PayByPhone UK Limited Marketing & Operations Director, UK

2020 – 2022

- Oversaw the rebuilding of the UK Marketing and Operations team into a highly effective cross-functional team capable of seamlessly delivering multiple campaigns, projects, and client implementations.
- Developed and launched the multi-award winning Meters for Trees environmental programme.
- Responsible for the mangement of all PayByPhone marketing campaigns, including the successful Park with Pudsey and Green Christmas initiatives.

Anthony holds a degree in Marketing from the University of Greenwich having graduated in 2003. He also holds a Green Belt in Six Sigma achieved in 2008.

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JESSICA BRITTON, Director, Marketing, North America

Jessica is responsible for the management of PayByPhone's award-winning North America Marketing Communications and Global Product Marketing teams that work tirelessly and closely with each client to develop communication and adoption campaigns that fit each client's unique needs.

PayByPhone Technologies Inc.
Director, Product Marketing, Global **2021-Present**

- Develops the overall go-to market strategy for PayByPhone products and services on a global and regional level.
- Oversees and ensures the quality of the positioning and branding of PayByPhone's products.

PayByPhone Technologies Inc.
Director, Marketing, North America **2020 – 2021**

- Serve as a key and active member of the leadership operating team for North America.
- Develop and maintain a North American marketing strategy to increase adoption, usage, and reactivation of users in all regions.
- Work with the wider Consumer team and regional clients to design and execute innovative, data-driven B2C, B2B, and P2C marketing campaigns.

PayByPhone Technologies, Inc.
Senior Manager, B2B Marketing, North America **2019 – 2020**

- Developed campaigns to build awareness, generate prospect engagement, and drive market positioning and user growth through relevent content for PR and B2B Events.

Photon Control, Inc.
Director of Marketing. Global **2010 – 2018**

- Spearheaded efforts to define an overall optimum product and technology portfolio strategy that drove the long-term growth of the organization

Thompson Rivers University
Bachelor of B. Comm Marketing **2018**
Bachelor of Management Studies and Leadership **2017**

British Columbia Institute of Technology
Diploma of Marketing Management and Public Relations **2007**

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NIGEL CARROLL, Chief Technology Officer

Nigel is a business-oriented, decisive technology leader who has been building ecommerce solutions since 2001. He built his global delivery track record leading teams through multiple U$50 million plus change portfolios during 20 years at HSBC, RBS, and IBM. Over the last 10 years he has held leadership roles in start-up and public sector organizations. He is a change agent with experience in strategy formation and execution, banking, digital channel enablement, and multi-site delivery. As PayByPhone's chief technology officer, Nigel leads the global Development organization, focusing on product, people, and technology.

PayByPhone Technologies Inc.
Chief Technology Officer
2022 – Present

- Lead PayByPhone's global Development organization.
- Responsible for the definition and execution of the tech strategy, day-to-day operations, and delivery of the business change.

BCLDB - Canadian Provincial Government
Chief Information Officer
2019 – 2022

- BCLDB is a multi billion dollar wholesale and retail company. Responsible for definition and execution of the digital strategy, day to day operations and delivery of the business change. With a CAD$70-million annual budget and 300 team members.

SLC - UK Government
Chief Technology Officer
2017 – 2019

- SLC is responsible for student loans in the UK. Responsible for definition and execution of the technology strategy, day to day operations and delivery of business change. With a £90-million annual budget and 700 team members.

Enliven Financial
Chief Technology Officer
2015 – 2016

- Enliven is a Consumer Finance FinTech. Responsible for establishing all digital capabilities through technology partners.

MBA - Edinburgh Business School, UK

Bachelor of Electrical Engineering - Warwick University, UK

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Appendix 2 – Service Level Agreement

Cooperation and Service Agreement

This Cooperation and Service Agreement (the "Agreement") is entered into as of _____ (the "Effective Date") between PayByPhone US Inc., a provider of enhanced mobile commerce solutions, a Delaware corporation with its address at 48 Wall Street, Suite 1100, New York, New York 10005 ("PayByPhone") and The City of Miami, a provider of parking services with its address at: [client address] ("Client").

Recitals

The objective between PayByPhone and Client provided for in this Agreement is for PayByPhone to provide wireless applications to enhance the payment process for parking at parking facilities and metered parking stalls owned and/or managed by Client, described in more detail in Appendix A (each address listed is a "Parking Location"). PayByPhone mobile commerce solutions will also provide Client with a management information system, including real-time operation and transaction reports.

Agreement

Section 1 The PayByPhone Mobile Payment Platform And Applications

1.1 PayByPhone Mobile Payment Application

PayByPhone agrees to roll out the PayByPhone mobile payment service for use at Client's managed and owned parking facilities as agreed upon by PayByPhone and Client, to allow for consumers to pay for the use of Client's parking facilities through personal wireless devices (e.g., cellular telephones) or other wireless systems. QR code access to the payment service is not included.

1.2 PayByPhone Management Information System

PayByPhone will operate and manage a software application for Client that will provide near real time information and management reports on the transactions conducted utilizing the PayByPhone mobile payment service (the "Portal"). PayByPhone will host the Portal on its network. Client will access the Portal through a browser-based program installed on Client's computer hardware.

1.3 Computer, Networking and Telecommunication Systems

PayByPhone will own or possess, and will operate and maintain, all computer and networking hardware and software and data required to operate the PayByPhone mobile payment services service as contemplated in this Agreement, other than Client's existing computer and telecommunications systems.

1.4 Mobile Payment Service Enforcement

Client agrees to supply Wireless Devices to employees in the field to provide real time confirmation of validly parked vehicles.

1.5 Reports

PayByPhone will provide Client with a set of standard self-serve reports in the Portal. Any changes or customizations to the standard set of reports will be subject to PayByPhone's prior approval and then-current PayByPhone professional services fees.

See https://www.paybyphone.com/pdf/us/pbp_professionalservicessamplerates.pdf for sample rates.

[OPTIONAL, ADD-ON PRODUCTS—items not selected would be removed]

1.6 PayByPhone Interactive Voice Response

PayByPhone will provide the PayByPhone interactive voice response solution ("IVR") for use at Client's managed and/or owned parking facilities, as agreed upon by PayByPhone and Client, to allow for consumers to call and pay for the use of the Parking Location by calling the applicable service number displayed on the parking sign, parking meter, and/or pay station. Client is responsible for paying all Transaction Fees, as outlined in Appendix A, for each Transaction made through IVR.

1.7 PayByPhone Rights & Rates

PayByPhone will provide Client with the PayByPhone Rights & Rates service ("Rights & Rates") to allow Client to control eligibility to park at Client parking facilities and to assign special parking rules and prices to select segments of drivers. In this Agreement, a "Right" is the entitlement to start a parking session at a Parking Location and/or qualify for a specific rate/restriction. Client is responsible for paying the Rights & Rates implementation and subscription fees, as outlined in Appendix A, for the number of Client parking spaces as agreed upon between PayByPhone and Client.

1.8 Use of QR Code

At Client's request, as part of the PayByPhone mobile payment service, PayByPhone will provide to Client, and include on the relevant signage at Client's parking facilities or in marketing materials, QR codes which will allow consumers to access the PayByPhone mobile payment service through QR code scanning, at no additional cost. Client acknowledges that inclusion of QR codes in the payment service is associated with a material risk of fraudulent activity by third parties who may manually replace QR codes on Client signage with their own codes and redirect the consumers to their sites for payment, resulting in losses to Client, PayByPhone and consumers. Client releases PayByPhone from any liability for any claims, actions or losses resulting from or associated with such fraudulent activity at Client's parking facilities and, to the extent permitted by law, agrees to indemnify PayByPhone against any and all third party claims, actions, losses resulting from or arising out of such fraudulent activity, as set out in section 8.2 of this Agreement. Client will reimburse PayByPhone for the cost of removing fraudulent QR signage from Client's parking facilities and for the costs of customer support and call centre fees associated with calls related to fraudulent signage at Client's parking spaces. PayByPhone will provide evidence supporting determination of the costs, but PayByPhone's calculations will be conclusive of the same. PayByPhone reserves the right to discontinue the support for the QR code feature with 10 day written notice to Client if the fraudulent activity at Client's parking facilities persists for longer than 6 weeks.

1.9 PayByPhone Validations Portal

Subject to the terms and conditions of this Agreement, PayByPhone will provide Client a parking validation subscription service, which allows Client to access a web-based parking validation and

complimentary parking management portal to enter and manage license plate information to validate consumer parking sessions (the "Validations Portal"). Client is responsible for paying all Validations Portal fees, as set out in Appendix A, for the Parking Location(s), as agreed upon between PayByPhone and Client. Notwithstanding anything contrary to this Agreement, Client may not terminate its subscription to the Validations Portal for any reason for six months from the date the Validations Portal is set up for Client. Client shall not: (a) reverse engineer, decompile, dissemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, know-how or algorithms relevant to the Validations Portal; (b) create derivative works based on the Validations Portal; or (c) encourage or assist any third party to do the foregoing.

Section 2 Fees and Payments

2.1 Pricing and Payment

Client agrees to pay the fees, as outlined in Appendix A. All amounts payable hereunder are exclusive of any and all taxes, including taxes applicable on fees paid by the consumer, and Client is responsible for payment of such taxes. All prices are stated, and Client shall pay, in US dollars. Payment is due within 30 days of invoicing. PayByPhone may, acting reasonably, increase any fees outlined in Appendix A, not more often than once in a calendar year, to adjust for inflation and any increase in the cost of PayByPhone providing the services to Client.

2.2 Merchant Account

Merchant account refers to Client's merchant account set up with Client's acquiring bank. PayByPhone will cover the cost of linking one (1) Client merchant account with PayByPhone's gateway provider. Client agrees to cover the cost of merchant account updates including all third party fees and then-current PayByPhone professional services fees. See https://www.paybyphone.com/pdf/us/pbp_professionalservicessamplerates.pdf for sample rates.

2.2 Transaction Testing

PayByPhone reserves the right to execute test transactions from time to time to ensure top performance of the system and account. PayByPhone may execute up to ten test transactions per month without adjusting the Client invoice.

2.4 Third Party Integration

In the event that system changes (such as upgrades) by a third party impact the PayByPhone integration with Client sub-systems such as enforcement, Client agrees to pay for all PayByPhone development costs required to maintain such integration. PayByPhone will notify Client, in advance, of any such integration costs that could be added.

Section 3 Exclusivity

Client agrees that PayByPhone will be the sole and exclusive provider of all mobile payment service applications (using whatsoever technology) for Client, including, but not limited to, all wireless payment applications employing wireless devices to pay for parking at the specific Client parking lots where PayByPhone is deployed pursuant to this Agreement during the term of this Agreement.

[if not exclusive above is replaced with]: The parties expressly acknowledge that Client currently engages, and/or may in the future, at its option, add, other providers of mobile parking payment applications ("Third Party Providers"), through contracts for the same parking facilities and metered stalls covered by this Agreement.]

Section 4 Marketing, Promotion and User Education

4.1 Signage

4.1.1 Client agrees to provide adequate space for and permit placement of PayByPhone signage at each parking facility at which the PayByPhone mobile payment service is to be available. Specific placement of the signage is to be mutually agreed by PayByPhone and Client acting reasonably. PayByPhone will provide the first round of signage (excluding installation) for each Initial Parking Location and any Additional Parking Location implementing PayByPhone as mobile payment service provider at its own cost. The first round of signage includes:

a) Standard signage template listing PayByPhone as the sole provider of the mobile payment service and, if requested by Client, incorporating, alongside logos, fonts, colours and design of PayByPhone, logos, fonts, colours and design of Client.
b) The maximum size of any signage will be [include size]; the maximum size of any decal will be [include size].
c) The number of signs included for a Parking Location will be determined by the number of parking spots at the Parking Location divided by 20, plus one sign or decal per pay station and one decal per meter at the Parking Location.

All additional and replacement signage is at Client's cost. Client agrees to either use PayByPhone's standard signage template or ensure that its non-standard signage complies with all PayByPhone's marketing and branding guidelines (available on request). Client shall not modify PayByPhone's logos, fonts, colours, design, and other brand/marketing related items without PayByPhone's prior written consent and approval. In the event Client requests that PayByPhone produce non-standard signage for Client, such customization work will be subject to PayByPhone's prior approval and then-current PayByPhone professional services fees. See https://www.paybyphone.com/pdf/us/pbp_professionalservicessamplerates.pdf for sample fees. Client will be responsible for installation of all decals and signs at the Parking Locations, including the first round of signage.

[In the event Client wants, in addition to PayByPhone standard signage paragraph, an option to install multi-vendor signage and is looking for PayByPhone to pay part of cost, use this in combination with the standard paragraphs:]

If instead of PayByPhone's standard signage template, Client chooses to install signage that includes reference to both PayByPhone and the Third Party Providers, PayByPhone will bear a share of the reasonable cost of the first round of signage, in proportion to the total number of providers listed on the signage. For greater clarity, if at the time of signage placement, only PayByPhone and one Third Party Provider are listed, PayByPhone will bear 50% of the signage cost. All subsequent rounds of signage reflecting addition of Third Party Providers are at Client's expense and Client, working with Third Party Providers, will provide all decals and signs required for implementation.

4.2 Marketing Events

PayByPhone may conduct on-site marketing events and campaigns for its service, whereby PayByPhone will inform parking lot consumers of the availability of the PayByPhone mobile

payment services as well as any promotions available, with the knowledge and approval of Client which is not to be unreasonably withheld.

4.3 Client Training

PayByPhone will provide initial training to Client using a "Train the Trainer" (the "Client Trainer") model on the self-served PayByPhone Service Management Interface (SMI). The said Client Trainer will, at its own expense, train its staff and employees, including patrollers, to operate the mobile payment services and related applications and technology. Additional training sessions are available at the then current professional services rates. See https://www.paybyphone.com/pdf/us/pbp_professionalservicessamplerates.pdf for sample rates.

Section 5 Intellectual Property

5.1 Intellectual Property Rights

5.1.1 The parties acknowledge and agree that any trademarks, patents, trade names, logos, trade dress, domain names, copyrights or licenses therein, or other enforceable intellectual property rights and whether in hard or electronic copy (collectively "Intellectual Property") belonging to the other party, given to them under this Agreement is and shall remain the property of that party for the duration of the Term of this Agreement.

5.1.2 Except as expressly stated, nothing in this Agreement shall be deemed or interpreted to convey, transfer or assign any Intellectual Property rights to the other party.

5.1.3 Each party reserves the right to approve in advance the use of its Intellectual Property by the other party in each and every instance.

5.1.4 Upon termination of this Agreement for any reason the parties will use reasonable endeavours to ensure that all such Intellectual Property and material are removed from display and/or destroyed at the request of the other party save where such Intellectual Property is held by the parties in compliance with any statutory obligations and/or the maintenance of proper records.

5.1.5 The parties undertake that they have all necessary permissions, licenses and rights to use the Intellectual Property of third parties for the purposes of this Agreement.

5.1.6 To the extent permitted by law, each party shall indemnify (for the purposes of this clause, the "Indemnifying Party") the other (for the purposes of this clause the "Indemnified Party") against all actions, claims, proceedings, costs and expenses (including reasonable legal fees) arising from any actual infringement of Intellectual Property rights of whatever nature insofar as these relate to the Intellectual Property rights developed and owned by the Indemnifying Party or licensed to the Indemnified Party which claims, actions or proceedings arise as a result of the Indemnified Party's use of any of the Services, except that the indemnity shall not apply to any actions, claims or proceedings which are attributable to any breach of contract or negligent act or omission on the part of the Indemnified Party or where such actions, claims or proceedings relate to any developments of the services carried out by or at the request of the Indemnified Party except where the Indemnifying Party knew or ought to have known that such development of the services requested by the Indemnified Party would result in an infringement of Intellectual Property rights.

5.1.7 The Indemnified Party shall notify the Indemnifying Party in writing of any such action, claim or proceeding and shall not make any admission unless the Indemnifying Party gives prior written consent.

5.1.8 At the Indemnifying Party's request and expense, the Indemnified Party shall permit the Indemnifying Party to conduct all negotiations and litigation. The Indemnified Party shall give all assistance as the Indemnifying Party may reasonably request and the Indemnifying Party shall pay the Indemnified Party's costs and expenses so incurred.

5.1.9 The Indemnifying Party may, at its expense: (i) obtain a license to enable the Indemnified Party to continue to use the Services, or (ii) modify or replace the Services to avoid any alleged or actual infringement or breach, or (iii) terminate the provision of the affected elements of the Services. Where the Indemnifying Party exercises options (i) or (ii) the functionality of such modification or replacement shall not materially affect the performance of the Services.

5.2 Client Information

5.2.1 "Client Data" means all data provided directly by the Client to PayByPhone in relation to this Agreement, including Client's parking rates, Client's identifiers for Parking Locations and parking stalls, merchant account information, enforcement equipment and practices, and parking policies.

5.2.2 During the term of this Agreement and for such time after as not expressly prohibited, PayByPhone may obtain, store and use such Client Data for any purpose, including without limitation providing and improving services under this Agreement, so long as it complies with applicable data protection laws, contractual obligations and any other applicable requirements with respect to the Client Data. PayByPhone shall retain exclusive ownership of all rights in any derivative data it develops based on Client Data.

5.2.3 Following termination of this Agreement, PayByPhone will, at Client's written request, return to Client or destroy all Client Data and copies thereof. Notwithstanding the foregoing, PayByPhone shall be permitted to retain such copies of, or any computer records or files containing, the Client Data: (a) that has been archived by PayByPhone's automatic electronic archiving and back-up procedures, to the extent created and retained in a manner consistent with PayByPhone's standard archiving and back-up procedures; and (b) to the extent required by applicable law.

5.3 Customer Information

5.3.1 The parties will share information and data directly relating to drivers' parking sessions through the PayByPhone service at the Parking Locations ("Parking Sessions") and as may be required by the Client for parking enforcement, fines, and proceedings ("Transaction Data"). Transaction Data may include vehicle license plate, parking session date, time, duration, zone number and amount paid, details of parking fines/violation notices, and parking session details obtained through customer service centre, and does not include User Profile Data (defined below).

5.3.2 In using, sharing, or otherwise processing Transaction Data, PayByPhone and Client must comply with applicable data protection laws, contractual obligations and any other applicable

requirements. Each party is responsible to the PayByPhone service users and other third parties for its respective use, sharing and processing of Transaction Data, whether it performs such use, sharing and processing directly or through third parties. Each party acts as a "data controller" with respect to Transaction Data for the purposes any privacy legislation that uses that concept and is applicable to the party's activities. Each party agrees to provide such assistance as is reasonably required to enable the other party to comply with the applicable data protection laws.

5.3.3 Any information about or with respect to PayByPhone service users that is not related to parking sessions at the Parking Locations, including without limitation, information provided by users upon registration for a PayByPhone account and data about the user's activity in the PayByPhone account or the PayByPhone applications ("User Profile Data") shall be exclusively owned by PayByPhone. PayByPhone shall retain exclusive ownership of all rights in any derivative data it develops based on Transaction Data and User Profile Data.

5.4 PayByPhone's Services to Customers

The parties acknowledge that PayByPhone service users hold the PayByPhone account under terms of service established by PayByPhone. Under these terms of service, PayByPhone may offer users an option to receive service communications by SMS text ("SMS Communications"), including reminders to extend a Parking Session and confirmations of successful registration for a Parking Session. Client agrees that, at any time during the Term, PayByPhone may charge any users who opt into these services a fee for each SMS Communication sent by PayByPhone with respect to a Parking Session ("SMS Fee") and may set the amount of the SMS Fee with reference to the cost PayByPhone incurs in delivering this optional service. At the time of entering into this Agreement, the SMS Fee is equal to $0.15, inclusive of taxes payable by the user. PayByPhone will provide Client with 30 day written notice of an increase in the amount of the SMS Fee. PayByPhone shall be responsible for any taxes applicable to the SMS Fees. PayByPhone records will be conclusive evidence with respect to the amount of SMS Fees collected during a billing period. The SMS Fees will be added to the total charged to the user in respect of a Parking Session. For the purposes of this section 5.4, PayByPhone and Client agree to designate Client as the merchant of record for any SMS Fees only. Client will collect PayByPhone's SMS Fees and remit to PayByPhone. Remittance will be made via electronic payment or cheque and may be included in the amount that also includes fees payable by Client to PayByPhone under this Agreement.

Section 6 Term and Termination
6.1 Term and Renewal

6.1.1 This Agreement shall enter into force on the Effective Date and shall remain in force and effect for a period of three consecutive years (the "Initial Term") from the date that the first end user Transaction is made through the PayByPhone mobile payment service unless earlier terminated in accordance with this Section 6. PayByPhone records will be conclusive evidence of the date of the first end user Transaction for the purposes of this section.

6.1.2 Upon the termination of the Initial Term, the Agreement will automatically renew for one (1) or more additional terms of one (1) year each (each a "Renewal Term"), unless either party gives the other party at least ninety (90) days prior written notice of its intent to not renew the Agreement before the end of the then-current Term. The Initial Term and all Renewal Terms, if any, shall collectively be referred to as the "Term".

6.2 Termination

Should a party breach a material term and such breach remains uncorrected for thirty (30) days after receipt of a notice by the breaching party, the non-breaching party may, in addition to all other remedies available at law, terminate this Agreement by providing written notice to the breaching party, without further obligation provided, however, that if the nature of the breach is such that it cannot be reasonably cured within such thirty (30) day period, the breaching party will not be deemed in default of this Agreement so long as such party commences efforts to effect a cure and is diligently pursuing such efforts. Provided, further, that if the breach is as a result of the non-payment of any fee, the non-breaching party may terminate this Agreement if such breach remains uncorrected for ten (10) days after the breaching party's receipt of notice of such breach.

Section 7 Representations and Warranties

7.1 Mutual Representations and Warranties

Each party represents and warrants to the other that:

i) it has the full corporate right and authority, and possesses all licenses, permits, authorizations and rights to *intellectual property, necessary to enter into and perform this Agreement;*

ii) its entry into and performance of this Agreement do not and will not conflict with or result in a breach or violation of any agreement or order by which it is bound; and *this Agreement constitutes its legal, valid and binding obligations enforceable against it in accordance with the terms of this Agreement.*

Section 8 Disclaimer, Indemnification and Limitation of Liability

8.1 Disclaimer

Except as expressly set forth in this agreement, PayByPhone does not make, and hereby specifically disclaims, any representations or warranties, express or implied, regarding the PayByPhone mobile payment services, including any implied warranties of title, merchantability, fitness for a particular purpose or non-infringement. Client acknowledges that the PayByPhone mobile payment services and services furnished by PayByPhone under this agreement (including, without limitation, any servers or other hardware, software, applications and any other items used or provided by PayByPhone or any third parties in connection with providing access to or hosting any of the foregoing or the performance of any services by PayByPhone under this agreement) are provided by PayByPhone “as is”.

8.2 Indemnification

To the extent permitted by law and subject to Section 8.3, each party (the “Indemnifying Party”) will defend, indemnify and hold harmless the other party (the “Indemnified Party”) from and against any and all third party claims, actions, losses (collectively, “Losses”) resulting from or arising out of the Indemnifying Party’s breach of any representation, warranty or other obligation set forth in this Agreement. The Indemnified Party shall not be entitled to be so indemnified unless it has given the Indemnifying Party prompt written notice of any Losses, afforded the Indemnifying Party the opportunity to assume sole control over the defence and settlement, if applicable, of the Losses, and provided the Indemnifying Party (at the Indemnifying Party’s expense) all relevant information, assistance and authority to enable the Indemnifying Party to perform its obligations hereunder. The Indemnifying Party shall not settle any Losses without the Indemnified Party’s written consent, which shall not be unreasonably withheld.

8.3 Limitation of Liability

In no event shall any party be liable for consequential, special, indirect or incidental damages, including but not limited to any damages resulting from loss of use or profits arising out of or in connection with this agreement, whether in an action based on contract, tort (including negligence) or any other legal theory, even if the party has been advised of the possibility of such damages.

8.4 Parking Rates

Client will be given access to parking rate data in order to confirm the parking rates at each Parking Location via the Portal. PayByPhone will make every attempt at ensuring the rates are configured correctly; upon completion of each Parking Location setup, it is the Client's responsibility to ensure all rates are configured correctly. Failing to do so shall exclude PayByPhone from any liability. Client shall implement any parking rate changes via the Portal following the Parking Location setup. In the event Client requests that PayByPhone configure the parking rate changes after the Parking Location setup, Client shall provide PayByPhone with sufficient notice of the rate changes and such work will be subject to PayByPhone's prior approval and then-current PayByPhone professional services fees. See https://www.paybyphone.com/pdf/us/pbp_professionalservicessamplerates.pdf for sample fees.

Section 9 Confidentiality

Neither party will disclose the other party's or its affiliates' confidential or proprietary information, including Transaction Data and User Profile Data ("Confidential Information") (including the terms of this Agreement and any information provided by the other party that is confidentially maintained or proprietary or which derives value from not being generally known to persons who can obtain economic value from its disclosure or use or that a reasonable person would consider confidential, given the context) except:

I. with the other party's consent;
II. to employees, agents and contractors who have a need to know in the discharge of their duties and who are subject to a contractual obligation to keep such information confidential that is at least as restrictive as this Agreement; or
III. when required to do so by law or by any binding rule, order or request.

For purposes of this Section 9, the parties agree that confidential or proprietary information does not include any information that is:

I. already known to the receiving party at the time of disclosure hereunder (other than from the other party or its affiliates) as demonstrated by its written records;
II. now or hereafter becomes publicly known other than through acts or omissions of the receiving party, or anyone to whom the receiving party disclosed such information;
III. disclosed to the receiving party, by a third party, under no obligation of confidentiality to the disclosing party or any other party; or
IV. independently developed by the receiving party without reliance on the confidential information of the disclosing party as shown by its written records.

Each party shall exercise reasonable commercial care in protecting the confidentiality of the other party's confidential information disclosed to it. The parties agree that an actual or threatened breach of this provision would result in irreparable harm to the party whose confidential information would be disclosed in breach, and shall entitle that party to temporary or permanent injunctive relief without proof of actual damages.

Section 10 Miscellaneous

10.1 Assignment

This Agreement shall be binding on the parties, their successors and their permitted assigns. PayByPhone may assign its rights or obligations under this Agreement without Client consent.

Amendment

All amendments to this Agreement shall be in writing. In the event Client wishes to add new Parking Locations in addition to the Initial Parking Locations (the "Additional Parking Locations") or to add parking spaces to an existing Parking Location, the amendment will be effective against both parties if it is in the form of email between implementation personnel of the parties and, effective the date of such email, the Appendix A will be read to include these Additional Parking Locations or parking spaces.

10.2 Survival

The confidentiality, intellectual property and indemnification obligations in this Agreement and any other terms that by reasonable implication contemplate continued performance, shall survive the expiry or termination of this Agreement.

10.3 No Agency

Each party, in all matters relating to this Agreement, will act as an independent contractor and independent employers. Except as otherwise expressly set forth herein, neither party will have authority and will not represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other, or to represent the other as an agent, employee or in any other capacity. Except as otherwise expressly set forth herein, nothing in this Agreement shall be construed to have established any agency, joint venture or partnership between the parties. Neither party shall make any warranties or representations on behalf of the other party.

10.4 Governing Law

This Agreement, and all matters relating hereto, shall be governed in all respects by the laws of the State of Delaware, excluding the application of any conflict of laws principles and/or rules. The parties hereby agree that all disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of and venue in the competent courts located in State of Delaware, and consent to the personal and exclusive jurisdiction and venue of these courts.

10.5 Severability

In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

10.6 Attorney's Fees

In any legal proceeding between the parties, the prevailing party shall be entitled to recover reasonable attorney's fees and expenses.

10.7 Force Majeure

If performance hereunder is prevented, restricted or interfered with by any act or condition whatsoever beyond the reasonable control of a party, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, restriction or interference.

10.8 Entire Agreement

This Agreement, together with the Appendix attached to it, constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes, and the terms of this Agreement govern, any prior agreements with respect to the subject matter hereof. This Agreement may not be modified, amended or any provision waived except by the parties' mutual written agreement.

10.9 No Waiver

Failure by either party to enforce any provision of this Agreement (whether in any one or more instance) shall not be deemed a waiver of future enforcement of that or any other provision.

10.10 Notice

Any notices provided hereunder shall be given at the address of the recipient specified below or at such other address as specified in writing. Any notice or other communication required to be given hereunder by either party shall be deemed duly given (a) when personally delivered to the other party, or (b) on the date of receipt when such notice was mailed by certified mail, postage prepaid and return receipt requested, addressed to the other party at the address set forth above, or such other address as either party may designate by giving written notice to the other; or (c) on the date of receipt when such notice was sent by facsimile or e-mail to the other party; provided the sending party receives a written or electronic notice of receipt from the other party of the facsimile or e-mail.

10.11 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument. The parties further agree that a signature transmitted via facsimile shall be deemed original for all purposes hereunder.

10.12 Captions

The captions used in this Agreement are for convenience only and shall not affect in any way the meaning or interpretation of the provision set forth herein.

10.13 Agreement Approval

Each party hereby represents and warrants that all necessary corporate and/or governmental approvals for this Agreement have been obtained, and the person whose signature appears below has the authority necessary to execute this Agreement on behalf of the party indicated.

10.14 Sophistication of Parties

Each party to this Agreement represents that it is a sophisticated commercial party capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the agreement.

10.15 Client's Conduct of Business Through Affiliates

The parties acknowledge that Client may carry out its business through affiliates. Client agrees to cause its affiliates to take such actions and to execute such documents as may be reasonably required to give effect to this Agreement as though references to Client in this Agreement were references to Client and those of its affiliates through which it carries on the business of owning and operating parking facilities.

10.17 PCI-DSS: Payment Card Industry Data Security Standard

PayByPhone is responsible for the security of cardholder data which PayByPhone possesses or otherwise stores, processes, or transmits on behalf of the Client. PayByPhone abides by the rules and regulations set forth in the PCI-DSS.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

The City of Miami	PayByPhone US Inc.
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
	Notice Address: c/o PayByPhone Technologies Inc. 600-1290 Homer Street 6th Floor Vancouver, BC V6B 2Y5 Canada
Notice Address: [client address as above]	With a copy to: legal@paybyphone.com

APPENDIX A

Parking facilities and metered parking stalls:

Parking facility located at [address] including [number] of parking spaces.

Parking facility located at [address] including [number] of parking spaces.

Pricing has been removed from this section due to the RFQ requesting that pricing not be submitted with this bid.

T +1.866.783.7787 E sales@paybyphone.com W paybyphone.com

Appendix 3 – Conditions of Terms

Please see below our proposed variations to the Conditions of Terms

Provision	Explanation of suggested changes	Substitute Language
RFQ Agreement, A2. Special Conditions, 2. Option to Renew	**Option to Renew** After the 5-year Term, The City will have the option to extend for two (2) additional two-year periods at the City's sole discretion. The successful contractor shall maintain, for the entirety of any renewal period, the same revenue share, terms, and conditions included within the originally awarded contract. PayByPhone suggests adding language that allows for PayByPhone to increase any fees to adjust for inflation and any increase in the cost of PayByPhone providing the services to the City.	The City, through its City Manager, will have the option to extend for two (2) additional two-year periods at the City's sole discretion. The City, with the prior written consent of the successful contractor, shall receive, for the entirety of any renewal period, the same revenue share, terms, and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, is a City prerogative, and not a right of the successful contractor. The successful contractor may, acting reasonably, increase any fees, not more often than once in a calendar year, to adjust for inflation and any increase in the cost of providing the services to the City.
Formal Solicitations – Terms and Conditions s.3	**Assignment** Contractor restricted from delegating obligations or duties without prior written consent of the City. As some duties are likely to be handled by PayByPhone US Inc.'s parent company, PayByPhone Technologies Inc., we recommend adding language to accommodate the parent company.	With the exception of assignment to a parent company, no contract shall be assigned, transferred, conveyed, sublet or otherwise disposed, including any or all right, title or interest therein, or power to execute such contract, to any person, company or corporation, without the prior written consent of the City.
Formal Solicitations – Terms and Conditions s.34	**Patents and Royalties** PayByPhone shall indemnify and save harmless the City of Miami Beach, Florida from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or	The City and Bidders shall indemnify, defend and save harmless the other party and its officers, employees, contractors, and/or agents, from liability, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of

	used in the performance of the contract, including its use by the City of Miami Beach, Florida. PayByPhone suggests modifying this language to have the provisions made reciprocal to the benefit of both the City and PayByPhone.	Miami Beach, Florida. If the Bidders use any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the Bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.
Formal Solicitations – Terms and Conditions s.41	**Termination for Default** If PayByPhone shall "fail to fulfill in a timely manner, or otherwise violate, any of the covenants, agreements, or stipulations material to the Bid and/or the contract entered into with the City pursuant thereto, the City shall thereupon have the right to terminate the work and/or services." The City may, at its discretion, provide reasonable "cure period" for any contractual violation prior to termination of the contract. PayByPhone recommends modifying this language to include a standard 30-day "cure period" consistent with PayByPhone's standard provisions in our Service Agreement.	If the successful Bidders shall fail to fulfill in a timely manner, or otherwise violate, any of the covenants, agreements, or stipulations material to the Bid and/or the contract entered into with the City pursuant thereto, the City shall thereupon have the right to terminate the work and/or services then remaining to be performed by giving written notice to the Bidders of such termination, which shall become effective upon receipt by the Bidders of the written termination notice. In that event, the City shall compensate the successful Bidders in accordance with the term of the contract for all work and/or services satisfactorily performed by the Bidders prior to termination, net of any costs incurred by the City as a consequence of the default. Notwithstanding the above, the successful Bidders shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the Bidders, and the City may reasonably withhold payments to the successful Bidders for the purposes of set off until such time as the exact amount of damages due the City from the successful Bidders is determined. The City will provide a thirty (30) day "cure period" for any contractual violation prior to termination of the

		contract; should the successful Bidders fail to take the corrective action specified in the City's notice of default within the allotted cure period, then the City may proceed to terminate the contract for cause in accordance with this subsection 1.57.
Missing from Formal Solicitations -Terms and Conditions	**Confidentiality Provision:** No Confidentiality provisions are provided in the agreement. PayByPhone proposes adding this language to the **Formal Solicitations -Terms and Conditions.**	Neither the Bidders or the City will disclose the other party's or its affiliates' confidential or proprietary information, including Transaction Data and User Profile Data (including the terms of this Agreement and any information provided by the other party that is confidentially maintained or proprietary or which derives value from not being generally known to persons who can obtain economic value from its disclosure or use or that a reasonable person would consider confidential, given the context) except: (i) with the other party's consent; (ii) to employees, agents and contractors who have a need to know in the discharge of their duties and who are subject to a contractual obligation to keep such information confidential that is at least as restrictive as this Agreement; or (iii) when required to do so by law or by any binding rule, order or request. For purposes of this Section, the Bidders and the City agree that confidential or proprietary information does not include any information that is: (i) already known to the receiving party at the time of disclosure hereunder (other than from the other party or its affiliates) as demonstrated by its written records; (ii) now or hereafter becomes publicly known other than through acts or omissions of the receiving party, or anyone to whom the receiving party disclosed such information; (iii) disclosed to the receiving party, by a third party, under no obligation of confidentiality to the disclosing party or any other party; or

		(iv) independently developed by the receiving party without reliance on the confidential information of the disclosing party as shown by its written records. Each party shall exercise reasonable commercial care in protecting the confidentiality of the other party's confidential information disclosed to it. The parties agree that an actual or threatened breach of this provision would result in irreparable harm to the party whose confidential information would be disclosed in breach and shall entitle that party to temporary or permanent injunctive relief without proof of actual damages.
Missing from Formal Solicitations -Terms and Conditions	**Intellectual Property (IP)** Current IP provisions in the agreement do not adequately protect PayByPhone. PayByPhone proposes adding this language to the **Formal Solicitations -Terms and Conditions.**	The parties acknowledge and agree that any trademarks, patents, trade names, logos, trade dress, domain names, copyrights or licenses therein, or other enforceable intellectual property rights and whether in hard or electronic copy (collectively "Intellectual Property") belonging to the other party, given to them under this Agreement is and shall remain the property of that party for the duration of the Term of this Agreement. Except as expressly stated, nothing in this Agreement shall be deemed or interpreted to convey, transfer or assign any Intellectual Property rights to the other party. Each party reserves the right to approve in advance the use of its Intellectual Property by the other party in each and every instance. Upon termination of this Agreement for any reason the parties will use reasonable endeavours to ensure that all such Intellectual Property and material are removed from display and/or destroyed at the request of the other party save where such

		Intellectual Property is held by the parties in compliance with any statutory obligations and/or the maintenance of proper records. The parties undertake that they have all necessary permissions, licenses and rights to use the Intellectual Property of third parties for the purposes of this Agreement. To the extent permitted by law, each party shall indemnify (for the purposes of this clause, the "Indemnifying Party") the other (for the purposes of this clause the "Indemnified Party") against all actions, claims, proceedings, costs and expenses (including reasonable legal fees) arising from any actual infringement of Intellectual Property rights of whatever nature insofar as these relate to the Intellectual Property rights developed and owned by the Indemnifying Party or licensed to the Indemnified Party which claims, actions or proceedings arise as a result of the Indemnified Party's use of any of the Services, except that the indemnity shall not apply to any actions, claims or proceedings which are attributable to any breach of contract or negligent act or omission on the part of the Indemnified Party or where such actions, claims or proceedings relate to any developments of the services carried out by or at the request of the Indemnified Party except where the Indemnifying Party knew or ought to have known that such development of the services requested by the Indemnified Party would result in an infringement of Intellectual Property rights.
Missing from Formal	**Ownership of Use of Data.**	**Client Information**

Solicitations -Terms and Conditions	No Data definitions or provisions are provided in the agreement. PayByPhone proposes adding this language to the **Formal Solicitations -Terms and Conditions.**	"Client Data" means all data provided directly by the City to the Bidders in relation to this Agreement, including the City's parking rates, the City's identifiers for Parking Locations and parking stalls, merchant account information, enforcement equipment and practices, and parking policies. During the term of this Agreement and for such time after as not expressly prohibited, the Bidders may obtain, store and use such Client Data for any purpose, including without limitation providing and improving services under this Agreement, so long as it complies with applicable data protection laws, contractual obligations and any other applicable requirements with respect to the Client Data. The Bidders shall retain exclusive ownership of all rights in any derivative data it develops based on Client Data. Following termination of this Agreement, the Bidders will, at the City's written request, return to the City or destroy all Client Data and copies thereof. Notwithstanding the foregoing, the Bidders shall be permitted to retain such copies of, or any computer records or files containing, the City's Data: (a) that has been archived by the Bidder's automatic electronic archiving and back-up procedures, to the extent created and retained in a manner consistent with the Bidder's standard archiving and back-up procedures; and (b) to the extent required by applicable law. **Customer Information** The parties will share information and data directly relating to drivers' parking sessions through the Bidder's service at the Parking Locations ("Parking Sessions") and as may be required by the City for parking enforcement, fines, and proceedings ("Transaction Data").

		Transaction Data may include vehicle license plate, parking session date, time, duration, zone number and amount paid, details of parking fines/violation notices, and parking session details obtained through customer service centre, and does not include User Profile Data (defined below). In using, sharing, or otherwise processing Transaction Data, the Bidders and the City must comply with applicable data protection laws, contractual obligations and any other applicable requirements. Each party is responsible to the Bidder's service users and other third parties for its respective use, sharing and processing of Transaction Data, whether it performs such use, sharing and processing directly or through third parties. Each party acts as a "data controller" with respect to Transaction Data for the purposes any privacy legislation that uses that concept and is applicable to the party's activities. Each party agrees to provide such assistance as is reasonably required to enable the other party to comply with the applicable data protection laws. Any information about or with respect to the Bidder's service users that is not related to parking sessions at the Parking Locations, including without limitation, information provided by users upon registration for an account and data about the user's activity in the account or the Bidder's applications ("User Profile Data") shall be exclusively owned by the Bidder. The Bidders shall retain exclusive ownership of all rights in any derivative data it develops based on Transaction Data and User Profile Data.

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T +1.866.783.7787 E sales@paybyphone.com W paybyphone.com

HAMILL, NICK, MR
600-1290 HOMER STREET
VANCOUVER, BC V6B 2-Y5 CA

Annual Reports

No Annual Reports Filed

Document Images

10/26/2023 -- Domestic Profit View image in PDF format

COMPOSITE EXHIBIT "B"

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Town requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☐ **Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

In the presence of:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____
Print Name: _____
Title: _____
Entity Name: _____

ACKNOWLEDGMENT
State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by_____ (name of person) as _____ (type of authority) for _____ _____ (name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)
_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

AFFIDAVIT ATTESTING TO
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, **I hereby affirm under penalty of perjury that**:

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.

2. I am an officer or representative of _____, a nongovernmental entity.

3. _____ does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of: **Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:**

_____ _____
Witness #1 Print Name: _____ Print Name: _____
_____ Title: _____
Witness #2 Print Name: _____ Entity Name: _____

OATH OR AFFIRMATION
State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20___, by_____(name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)
_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by ethe government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a governmental entity which would grant the entity access to an individual's personal identifying information.

1. _____ ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of: **Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:**

_____ _____

Witness #1 Print Name: _____ Print Name: _____

_____ _____

Title: _____

Witness #2 Print Name: _____ Entity Name: _____

_____

OATH OR AFFIRMATION

State of Florida

County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by_____ _____(name of person) as _____ (type of authority) for _ _____ (name of party on behalf of whom instrument is executed).

_____

Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or

_____Produced identification (Type of Identification:_____)

_____Did take an oath; or

_____Did not take an oath

COOPERATION AND SERVICE AGREEMENT

This Cooperation and Service Agreement (the "Agreement") is entered into January 13, 2026 (the "Effective Date") between PayByPhone US Inc., a Delaware corporation with its address at 3280 Peachtree Rd, Suite 2400, Atlanta, GA 30305 ("PayByPhone") and the Town of Surfside, a provider of parking services with its address at 9293 Harding Avenue, Surfside, Florida, 33154 (the "Client").

RECITALS

A. PayByPhone provides wireless systems to allow consumers to pay through personal devices for the use of parking facilities and metered parking stalls owned and/or managed by the City of Miami Beach, Florida under a Professional Services Agreement dated March 5, 2024 (the "Miami Beach Contract") awarded pursuant to the City of Miami Beach RFQ 2023-051-WG for Mobile Parking Payment System; and

B. Client and PayByPhone wish to enter into this Agreement for PayByPhone to provide its services to Client based on the terms and conditions of the Miami Beach Contract

AGREEMENT

Section 1 PAYBYPHONE SERVICE TERMS

PayByPhone agrees to provide to Client during the term of this Agreement the PayByPhone mobile payment service, information portal, reporting and enforcement service, as more particularly described in the Miami Beach Contract, on the terms and conditions set forth in the Miami Beach Contract, except as modified herein. A copy of the Miami Beach Contract is hereby attached to this Agreement as Appendix A. All recitals, representations, and warranties made by PayByPhone in the Miami Beach Contract, except those with regard to the bidding process, are made, as if set forth fully herein, for the benefit of Client, and incorporated herein. For the purposes of the foregoing, all references within the Miami Beach Contract to the "City of Miami Beach", "City" or "Client" where context permits, are hereby replaced with the "Client" named under this Agreement.

Client acknowledges that any PayByPhone products and services not expressly the subject of the Miami Beach Contract, including, but not limited to, any future products and services offered by PayByPhone, are optional, add-on products and services to which the terms and conditions of this Agreement do not apply. In the event Client elects to add an additional PayByPhone product or service to this Agreement, PayByPhone shall provide such product or service at PayByPhone's then-current fees or such other price as PayByPhone and Client may mutually agree.

Section 2 TERM

This Agreement shall enter into force on the Effective Date and shall be conterminous with the Miami Beach Contract, including any extensions or renewals of the Miami Beach Contract, unless terminated earlier as provided in the Miami Beach Contract. PayByPhone's receipt of an extension or renewal of the Miami Beach Contract in writing will be conclusive evidence of the extension or renewal of this Agreement and a copy will be available to Client upon request. The Agreement may also be extended or renewed beyond the term of the Miami Beach Contract upon mutual written agreement.

Section 3 PRICING

Client shall pay PayByPhone the fees set forth in Exhibit B of the Miami Beach Contract, as amended by the terms of this Agreement.

Section 4 SEVERABILITY

If any provision of this Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

Section 5 ENTIRE AGREEMENT

This Agreement, including all terms and conditions and exhibits of the Miami Beach Contract, sets forth the entire agreement between PayByPhone and Client with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 6 AMENDMENT

The parties agree to amend the Miami Beach Contract as follows:

(a) Section 2.1 of the Miami Beach Contract is amended to delete the listed City of Miami Beach contact person and replace with the following: [Town of Surfside]

Client contact information

(b) Section 4.2 of the Miami Beach Contract is amended to delete the listed City of Miami Beach accounts payable email address and replace with the following: [Sandra Siefken ssiefken@townofsurfsidefl.gov].

Client email address

(c) Section 6.2 of the Miami Beach Contract is amended to delete the City of Miami Beach as certificate holder and replace with the following:

CERTIFICATE HOLDER ON ALL COI MUST READ:
Town of Surfside
9293 Harding Avenue
Surfside, Florida, 33154

(d) Section 10.7(f) of the Miami Contract is amended to delete the listed City of Miami Beach custodian of public records and replace with the following:

"TOWN OF SURFSIDE

[Sandra McCready smccready@townofsurfsidefl.gov]

Custodian of Public Records contact information

(e) Section 10.12 of the Miami Beach Contract is deleted and replaced with the following:

"**SIGNAGE**

City agrees to use the Vendor decals and signs already installed at the Parking Locations as of the Effective Date. For any Parking Locations at which Vendor decals and signs are not installed or at which size and placement of the Vendor decals and signs is deemed insufficient by Vendor, acting reasonably, the City agrees to provide adequate space for and install, at its own cost, Vendor signage at each such Parking Location, with sign size and placement to be mutually agreed by Vendor and City, acting reasonably. City agrees that signs will be hung and/or located near payment machines at the Parking Locations and the number of signs included for a Parking Location will be determined by the number of parking spots at the Parking Location divided by 20, plus one sign or decal per pay station and one decal per meter at the Parking Location.

All additional and replacement signage is at City's cost. City agrees to either use Vendor's standard signage template or ensure that its non-standard signage complies with all Vendor marketing and branding guidelines (available on request). City shall not modify Vendor's logos, fonts, colours, design, and other brand/marketing related items without Vendor's prior written consent and approval. In the event City requests that Vendor produce non-standard signage for City, such customization work will be subject to Vendor's prior approval and then-current professional services fees. See https://www.paybyphone.com/pdf/us/pbp_professionalservicessamplerates.pdf for sample fees. City will be responsible for installation of all additional and replacement decals and signs at the Parking Locations."

(f) Section 11 of the Miami Beach Contract is amended to delete the City of Miami Beach notice address and replace with the following:

"**TO CLIENT:** Town of Surfside
9293 Harding Avenue
Surfside, Florida, 33154"

(g) The Resident Rate Zero Fee Offering in Exhibit B of the Miami Beach Contract is amended as follows:

Resident Rate Zero Fee Offering: Verified via PayByPhone's Rights & Rates solution (priced below), residents will receive a $0 cost Convenience Fee ~~if the "double code offering" (see description below) is utilized~~.	$0.00 per authorized resident[3]

(h) The following new Note #3 is added to Exhibit B of the Miami Beach Contract:

"3. For the Resident Rate Zero Fee Offering to be available during the Term of this Agreement, the parties acknowledge and agree that Rights & Rates must be implemented and Client is responsible for the applicable Rights & Rates setup and monthly fees. PayByPhone will offer the Resident Rate Zero Fee Offering to Client if the amount of Transactions for authorized residents with a Resident Rate Zero Fee is 10% or less of the total Transactions per month (the "Resident Rate Limit"). If the amount of Transactions exceeds the Resident Rate Limit, at PayByPhone's discretion, PayByPhone shall either increase the Client's Rights & Rates monthly subscription fees or Client shall pay PayByPhone $0.35 per hourly Transaction and $1.00 per monthly Transaction, as applicable, for any Transactions above the Resident Rate Limit. In its sole discretion, PayByPhone may waive the Resident Rate Limit for Client."

(i) Exhibit B of the Miami Beach Contract is amended to remove all references to "Double Code Offering" as follows:

~~Double Code Offering: PayByPhone assigns a location code for the area plus a resident location code that will be used by residents only, which provides a $0 Convenience Fee option for residents.~~
~~a. If a non-resident were to try to use this resident location and they were not authorized via Rights & Rates, they would be instructed to utilize the standard location code.~~

[*signature page to follow*]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

Town of Surfside	PayByPhone US Inc.
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

APPENDIX A

City of Miami Beach Contract

RESOLUTION NO. 2024-32867

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING THE AGREEMENTS WITH PARKMOBILE, LLC, AND PAYBYPHONE US INC., FOLLOWING THE SUCCESSFUL NEGOTIATIONS BY THE ADMINISTRATION, PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) NO. 2023-051-WG FOR MOBILE PARKING PAYMENT SYSTEMS; AND AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE THE FINAL AGREEMENTS WITH PARKMOBILE, LLC, AND PAYBYPHONE US INC.

WHEREAS, on February 1, 2023, the Mayor and City Commission approved to issue an RFQ for mobile parking payment solutions; and

WHEREAS, on February 2, 2023, RFQ 2023-051-WG was issued; and

WHEREAS, on April 5, 2023, the City received proposals from the following nine (9) firms:

- Frogparking, Inc.
- Honkmobile USA LTD.
- Hotspot Parking Inc.
- Mobile Smart City Corp
- Parkeon, Inc.
- ParkMobile, LLC
- Passport Labs, Inc.
- PayByPhone US Inc.
- Zipby USA LLC; and

WHEREAS, on May 26, 2023, the Evaluation Committee comprised of Jacqueline Caicedo, Administrative Services Manager, Parking Department; Manny Marquez, Assistant Director, Finance Department; Seychelles Martinez, Chief Software Architect, Information Technology Department; Otniel Rodriguez, Assistant Director, Transportation and Mobility Department; and Alberto Ventura, Assistant Director, Parking Department, convened to consider proposals; and

WHEREAS, the Committee was provided an overview of the project, information relative to the City's Cone of Silence Ordinance, the Government Sunshine Law, general information on the scope of services and a copy of each proposal; and

WHEREAS, the Committee was instructed to score and rank each proposal pursuant to the evaluation criteria established in the RFQ; and

WHEREAS, the evaluation process resulted in the proposers being ranked by the Evaluation Committee in the following order:

1st ranked – ParkMobile, LLC
2nd ranked – PayByPhone US Inc.
3rd ranked – Parkeon, Inc. (Flowbird)
4th ranked – Mobile Smart City Corp
5th ranked – HonkMobile USA LTD.

6th ranked – Passport Labs, Inc.
7th ranked – Zipby USA LLC
8th ranked – Hotspot Parking Inc.
9th ranked – Frogparking, Inc.

WHEREAS, on June 28, 2023, via Resolution No. 2023-32625, the Mayor and City Commission authorized the Administration to simultaneously negotiate with ParkMobile, LLC, and PayByPhone US Inc., the first and second-ranked firms, respectively, with the final negotiated Agreement(s) subject to the prior approval of the Mayor and City Commission; and

WHEREAS, as directed by the City Commission, the Administration successfully negotiated agreements with ParkMobile, LLC and PayByPhone US Inc.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission approve the agreements with ParkMobile, LLC, and PayByPhone Us Inc., following the successful negotiations by the Administration, pursuant to request for qualifications (RFQ) No. 2023-051-wg for Mobile Parking Payment Systems; and authorize the City Manager and City Clerk to execute the final agreements with ParkMobile, LLC, and PayByPhone Us Inc.

PASSED AND ADOPTED this 31 day of January 2024.

ATTEST:

FEB 0 6 2024

RAFAEL E. GRANADO, CITY CLERK

STEVEN MEINER, MAYOR

MIAMI BEACH INCORPORATED MARCH 26 1915

Sponsored by Commissioner Alex J. Fernandez

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney DH Date 1-16-24

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Honorable Mayor Steven Meiner and Members of the City Commission

FROM: Alina T. Hudak, City Manager

DATE: January 31, 2024

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING THE AGREEMENTS WITH PARKMOBILE, LLC, AND PAYBYPHONE US INC., PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) NO. 2023-051-WG, FOR MOBILE PARKING PAYMENT SYSTEMS; AND AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE THE FINAL AGREEMENTS**

RECOMMENDATION

It is recommended that the Mayor and City Commission adopt the Resolution approving the agreements with ParkMobile, LLC, and PayByPhone US, Inc., pursuant to Request for Qualifications (RFQ) 2023-051-WG for mobile parking payment systems. The Resolution also authorizes the City Manager and City Clerk to execute the final agreements.

BACKGROUND/HISTORY

Mobile parking payment systems provide an alternative to the traditional ways of paying for parking such as parking meters. Many firms offer mobile parking payment technology to users through the use of a telephone application. Over the past ten (10) years, the City has engaged with ParkMobile USA, Inc. for provision of these services. The agreement with ParkMobile was set to expire on February 23, 2023.

On October 26, 2022, the City Commission directed the Administration to explore options for contracting with the best mobile parking payment application service, including, but not limited to, mobile parking payment applications being used by neighboring jurisdictions to maximize convenience to residents and local visitors.

Pursuant to the City Commission's direction on October 26, 2022, staff returned to the City Commission on December 14, 2022, after having researched which mobile parking payment solutions were being utilized by neighboring jurisdictions and whether the City could piggyback any of the contracts executed by these agencies. All local jurisdictions were queried, and responses were received from the following:

1) City of Miami/Miami Parking Authority;
2) City of Coral Gables;
3) City of Doral;
4) City of Hallandale and
5) City of Fort Lauderdale.

The City of Miami/Miami Parking Authority responded that its contract had been competitively solicited and awarded to PayByPhone US Inc. ("PayByPhone") in 2014 and is scheduled to expire in 2025. The other four (4) agencies responded that they were piggybacking off the City of Miami/Miami Parking Authority Contract.

The City of Miami/Miami Parking Authority's contract with PayByPhone is similar to the City's current contract with ParkMobile in that it allows for a resident discount rate and does not charge residents a transaction fee. However, unlike the City's current contract, under which the City does not pay any charges (resident transaction fees are absorbed by visitors in the visitor rates charged), the City of Miami/Miami Parking Authority contract would allow the City to absorb the resident transaction fees. Doing so is estimated to cost the City $136,000.00 annually. This estimate is based on approximately 503,000 resident transactions at the current PayByPhone convenience fee of $0.27.

Staff also identified competitive contracts awarded to PayByPhone by the National Cooperative Purchasing Alliance (NCPA) and the City of Tampa. However, the NCPA contract does not allow for discounted rates and no transaction fees to residents. Further, the Agreement with the City of Tampa contains local preference language that typically precludes other agencies from piggybacking.

Staff was unable to identify a contract awarded to PayByPhone that meets the City's current requirements to offer residents discount rates and fee waivers. This is an important distinction because piggybacking typically requires that the agency desiring to piggyback accept the terms, conditions, and pricing of the other agency's contract without modification.

During the research process, staff learned that some jurisdictions (e.g., the City of Tampa) had awarded contracts for mobile parking payment solutions to more than one provider as a means of extending convenience to visitors traveling into the City from areas serviced by other providers.

As a result, the Administration recommended the City Commission authorize the preparation of a competitive solicitation for a replacement contract for mobile parking payment solutions that appropriately prioritizes, among other relevant factors, the convenience to the customer and potential benefits to the City of utilizing a mobile parking payment solution provider used by a majority of neighboring jurisdictions. The solicitation would also allow an award of a contract to more than one mobile parking payment solutions provider if the City Commission deems that doing so is in the City's best interest.

On February 1, 2023, the Mayor and City Commission approved the issuance of RFQ No. 2023-051-WG for mobile parking payment solutions and also approved a month-to-month extension of the current agreement with ParkMobile USA, Inc. until a replacement agreement is executed and mobile parking payment service has been transitioned to a new service provider. RFQ responses were due and received on April 5, 2023. The City received nine (9) proposals from the following firms: Frogparking, Inc., Honkmobile USA LTD., Hotspot Parking Inc., Mobile Smart City Corp, Parkeon, Inc., ParkMobile, LLC, Passport Labs, Inc., PayByPhone US Inc., and Zipby USA LLC

On May 26, 2023, the Evaluation Committee, appointed by the City Manager via Letter to Commission No. 223-2023, convened to consider the proposals received. The results of the Evaluation Committee process are detailed in Attachment A and resulted in the following rankings:

1st ranked – ParkMobile, LLC
2nd ranked – PayByPhone US Inc.
3rd ranked – Parkeon, Inc. (Flowbird)
4th ranked – Mobile Smart City Corp

5th ranked – HonkMobile USA LTD.
6th ranked – Passport Labs, Inc.
7th ranked – Zipby USA LLC
8th ranked – Hotspot Parking Inc.
9th ranked – Frogparking, Inc.

On June 28, 2023, the Mayor and City Commission approved Resolution No. 2023-32625 (attached hereto) authorizing the Administration to simultaneously negotiate with ParkMobile, LLC, and PayByPhone US Inc., the first and second-ranked firms, respectively. The Resolution also requires that the final negotiated Agreement(s) with the recommended proposer(s) shall be subject to the prior approval of the Mayor and City Commission.

ANALYSIS

As directed by the City Commission, staff negotiated agreements with ParkMobile, LLC and PayByPhone US Inc, the 1st and 2nd ranked firms, respectively. ParkMobile and PaybyPhone are leaders in the mobile parking payment field, both were founded over fifteen years ago and have contracts with multiple municipalities in Florida. As the City already has history with ParkMobile as a service provider, adding PaybyPhone to our payment options will further facilitate the parking user experience in the City. Despite the many similarities between these companies, there are also major differences, including management of transaction fees. Negotiation discussions commenced on July 6, 2023, negotiating the waiver of transaction/convenience fees and agreeing to an acceptable resident access format resulted in extensive negotiations. ParkMobile waives transaction fees for City residents. PaybyPhone agreed to the terms proposed by the City and committed to developing technology and implementing operational changes to allow for the waiver of transaction fees for City residents. The Administration's goal was to negotiate similar contracts with both firms to provide for easier enforcement of the agreements, while providing seamless options to customers. Through extensive discussions and a cooperative spirit, this goal was reached. The negotiated Agreements are attached hereto as Attachment A.

The most significant terms are highlighted below.

- The initial term of this Agreement shall be for a period of five (5) years. At the City Manager's sole and absolute discretion and provided further that the concessionaire is not in default under this Agreement, the City may extend the term of this Agreement for two (2) additional two-year periods. The concessionaire shall maintain, for the entirety of any renewal period, the same revenue share, terms, and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period and any renewal option subsequently exercised is not a right of the Concessionaire.
- Both firms have agreed to waive transaction/convenience fees for City residents.
- Both firms agree to Transaction/Convenience fees for non-residents of $.35 per session.
- PaybyPhone and ParkMobile will collaborate to provide signage (ParkMobile will design, procure and deliver the signage and PaybyPhone will cover all costs).
- ParkMobile will continue to utilize the current zones deployed throughout the City.
- For non-residents, PaybyPhone will utilize the same zones deployed by ParkMobile.
- However, for residents, PaybyPhone will require unique zones to access the $.35 transaction fee waiver.

LOBBYIST DISCLOSURE

In accordance with Resolution No. 2023-32857, adopted by the City Commission on December 13, 2023, the following information has been provided by the Administration.

1. Was the Agenda Item initially requested by a lobbyist which, as defined in Code Sec. 2-481, includes a principal engaged in lobbying? No

2. If so, specify name of lobbyist(s) and principal(s): Not Applicable

SUPPORTING SURVEY DATA
Not Applicable

FINANCIAL INFORMATION
For FY23 total parking meter revenue was $27,943,000 of which 85% or $23,751,550 was collected through ParkMobile. Pursuant to this agreement ParkMobile and PayByPhone will collect parking revenue for the City of Miami Beach. A $.35 transaction/convenience fee is charged to non-residents. Transaction/convenience fees are waived for City of Miami Beach residents.

ACCOUNTS:
This is a revenue collection agreement.

CONCLUSION:
Based on the foregoing, it is recommended that the Mayor and City Commission adopt the Resolution, approving the agreements with ParkMobile, LLC, and PayByPhone US Inc., pursuant to Request for Qualifications (RFQ) No. 2023-051-WG, for mobile parking payment systems. The Resolution also authorizes the City Manager and City Clerk to execute the final agreements with ParkMobile, LLC, and PayByPhone US Inc.

ATTACHMENTS:
A – Agreement with ParkMobile, LLC
B – Agreement with PayByPhone US Inc.

RW / MB / AD / KB

ATTACHMENT A

Contract no.23-051-01

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND PARKMOBILE, LLC FOR MOBILE PARKING PAYMENT SYSTEM, PURSUANT TO REQUEST FOR QUALIFICATIONS 2023-051-WG

This Professional Services Agreement ("PSA") and the **ParkMobile, LLC.** Service Agreement ("Service Agreement"), collectively, the "Agreement" is entered into this _____ ("Effective Date"), between the **CITY OF MIAMI BEACH, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida, 33139 (the "City"), and **ParkMobile, LLC**, a Delaware Limited Liability Corporation, whose address is 1100 Spring Street Northwest, Suite 200, Atlanta, GA 30309 ("Vendor" or "ParkMobile").

SECTION 1
DEFINITIONS

Additional Parking Locations:	As defined in Section 12.1 of the Agreement.
Agreement:	This Professional Services Agreement between the City and Vendor, including any exhibits and amendments thereto and the ParkMobile Service Agreement, collectively the "Agreement".
Authorized User:	City's employee, consultant, contractor, and agent who is authorized by City to access and use the Platform under the rights granted to City pursuant to this Agreement.
City Manager:	The chief administrative officer of the City.
City Manager's Designee:	The City staff member who is designated by the City Manager to administer this Agreement on behalf of the City. The City Manager's designee shall be the Parking Department Director.
Vendor	For the purposes of this Agreement, Vendor shall be deemed to be an independent contractor, and not an agent or employee of the City.
IP Rights:	Any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

Parking Locations:	The location or locations of City's on-street parking, off-street parking, reservation parking, parking lots, parking decks, permitted parking, and other facilities where ParkMobile Users may park.
Platform:	Access-controlled mobile and/or web applications, services or interfaces developed, hosted, or managed by, on behalf of, or in partnership with ParkMobile that are made available to Client to administer, configure, manage and/or monitor parking sessions, parking rates, and/or parking restrictions associated with City's Parking Locations.
Services:	The ParkMobile Application, the Platform, and all services, work and actions by the Vendor performed or undertaken pursuant to the Agreement.
Transaction Fee: Exhibit B	The Fee charged by the Vendor to the user per transaction as set forth in
Parking Rate:	The fee charged by the City for use of the parking space.
ParkMobile Application:	Any and all mobile and/or web applications, services, or interfaces developed, hosted, or managed by, on behalf of, or in partnership with ParkMobile and that are made available to the general public and that facilitate the payment of parking transactions.
Proposal Documents:	Proposal Documents shall mean City of Miami Beach **RFQ No. 2023-051-WG for Mobile Parking Payment System**, together with all amendments thereto, issued by the City in contemplation of this Agreement RFQ, and the Vendor's proposal in response thereto ("Proposal"), all of which are hereby incorporated and made a part hereof; provided, however, that in the event of an express conflict between the Proposal Documents and this Agreement, the following order of precedent shall prevail: the Professional Services Agreement; the RFQ; the Services Agreement, and the Proposal.
Risk Manager:	The Risk Manager of the City, with offices at 1700 Convention Center Drive, Third Floor, Miami Beach, Florida 33139; telephone number (305) 673-7000, Ext. 26724; and fax number (305) 673-7529.
Transaction Data:	Information and Data collected by the Vendor relating to drivers' parking sessions, which may include vehicle license plate, parking session date, time, duration, zone number and amount paid, details of parking fines/violation notices, and parking session details obtained through customer service center.
User Profile Data:	Any information about or with respect to ParkMobile users that is not related to parking sessions at the Parking Locations, including without

limitation, information provided by users upon registration for a ParkMobile account and data about the user's activity in the ParkMobile account or the Application.

Merchant of Record: Refers to the entity that is authorized to receive customer payments to its merchant account set up with its acquiring bank, including credit card and any digital wallet transactions for Services.

SECTION 2
SCOPE OF SERVICES

2.1 In consideration of the Fee to be paid to Vendor by the City, Vendor shall provide the work and services described in Exhibit "A" hereto (the "Services").

Although the Vendor may be provided with a schedule of the available hours to provide its Services, the City shall not control nor have the right to control the hours of the Services performed by the Vendor; where the Services are performed (although the City will provide Vendor with the appropriate location to perform the Services); when the Services are performed, including how many days a week the Services are performed; how the Services are performed, or any other aspect of the actual manner and means of accomplishing the Services provided. Notwithstanding the foregoing, all Services provided by the Vendor shall be performed in accordance with the terms and conditions set forth in Exhibit "B" and to the reasonable satisfaction of the City Manager. If there are any questions regarding the Services to be performed, the Vendor should contact the following person:

Monica Beltran, Director, Parking Department
1755 Meridian Avenue, 2nd Floor
Miami Beach, Florida 33139
(305) 673-7000 ext. 26863
MonicaBeltran@miamibeachfl.gov

2.2 Vendor's Services, and any deliverables incident thereto, shall be completed in accordance with the timeline and/or schedule in Exhibit C hereto.

2.3 **Services Provided by ParkMobile.** During the Term (as defined herein), ParkMobile shall perform the services for the City as described in Exhibit A hereof (as amended, modified or supplemented from time to time upon the mutual written agreement of the parties, the "Services", as further defined in Section 1). ParkMobile shall render the Services faithfully and to the best of its ability and in compliance with all applicable laws, Federal, State, and local laws, codes, ordinances, resolutions, administrative policies and procedures and/or rules and regulations, (collectively, "Applicable Laws"), devoting such time as is reasonably necessary to provide the Services. The precise times and manner of the performance of Services shall be as reasonably requested by the City, consistent with a schedule to be reasonably agreed upon from time to time by ParkMobile and the City. In connection with ParkMobile's performance of the Services, and in addition to ParkMobile's compliance with Applicable Laws, ParkMobile shall also be subject to, and agrees to abide by, such policies, procedures, directions and restrictions as the City, in its sole and reasonable discretion, may establish from time to time. ParkMobile shall implement the service within sixty (60) days of the effective date of this Agreement.

If the City requires additional work and/or services that are not included in this Agreement, ParkMobile and the City shall negotiate such additional work and/or services, mutually agree on the amount of additional compensation, and memorialize the terms in a written amendment to this Agreement.

2.4 Help and Support. ParkMobile agrees to use its reasonable efforts to assist the City with any technical support that the City may reasonably require in relation to using the Services. In furtherance of the foregoing, ParkMobile agrees to provide the City with preventative maintenance, corrective maintenance, adaptive maintenance and online, on-site and telephone support with respect to the Services. Each of ParkMobile and the City shall promptly notify the other of any errors or interruptions that arise during the City's use of the Platform, the ParkMobile Application or the Services hereunder.

2.5 Errors and Corrections. In the event of any errors or interruptions in the Services, ParkMobile's sole and exclusive obligation shall be to use reasonable efforts to repair or restore that portion of the Services as promptly as possible. Repair may take the form, at the option of ParkMobile, as the case may be, of: (i) corrected software applicable to the Services; (ii) corrected materials in hard copy or electronic form describing the use and operation of the software applicable to the Services, including any manuals and programming tools; (iii) instructions or procedures to bypass the problem until a more permanent correction can be implemented; or (iv) correction/clarification of the functional definition of the Services.

2.6 Publicity of Services. All brochures and promotional materials to be distributed by ParkMobile and the City in connection with the Services shall be in a form mutually agreed upon by the parties.

2.7 Authority of Parties; Cooperation. Each party acknowledges and agrees that it has no authority to act on behalf of the other party other than as set forth in this Agreement or to enter into any contract or to incur any liability on behalf of the other party, except with prior written consent of an authorized officer of such party. Each party covenants that it shall not at any time represent, either orally or in writing, that it has any right, power, or authority with respect to the other party not expressly granted to the other party by such party.

Each party shall reasonably cooperate with the other party to permit such party to perform its duties and obligations under this Agreement in a timely manner.

2.8 Technology Sublicense. Subject to and conditioned on City's and its Authorized Users' compliance with the terms and conditions of this Agreement, all applicable laws and regulations, and City's payment of fees, ParkMobile hereby grants the City the nonexclusive, non-transferable, non-sub-licensable, revocable right and sublicense to access and use the Platform during the Term, as defined below. The City shall not use the Platform for any use other than in connection with the Services. The City acknowledges and agrees that (a) ParkMobile shall be its exclusive source of the Platform for the Term; and (b) all Services obtained by the City shall use the Platform as necessary. The City has no interest in or right to use the Platform or any improvements thereto or modifications thereof except as set forth herein. In all instances, the City's use of the Platform shall inure to both party's benefit. During the Term or at any time thereafter, the City shall not commit, or cause any third party to commit, any act challenging, contesting, or impairing or attempting to impair ParkMobile's right, title and interest in and to the Platform or the validity thereof.

2.9 **Proposal Documents.** Notwithstanding the description of ParkMobile's services and without limitation, ParkMobile shall provide any and all work and services as set forth in, and in accordance to the requirements of, the Proposal Documents (which are attached as Exhibit D hereto and are hereby deemed incorporated by reference as if fully set forth herein).

SECTION 3
TERM

The term of this Agreement ("Term") shall commence on the date identified in the notice provided by the City Manager's Designee stating that all initial signage contemplated under Section 10.11 has been installed ("Signage Installation Notice"), and shall have an initial term of Five (5) years, with two (2) additional two-year renewal options, to be exercised at the City Manager's sole option and discretion, by providing Vendor with written notice of same no less than thirty (30) days prior to the expiration of the initial term.

Notwithstanding the Term provided herein, Vendor shall adhere to any specific timelines, schedules, dates, and/or performance milestones for completion and delivery of the Services, as same is/are set forth in the timeline and/or schedule referenced in Exhibit C hereto.

SECTION 4
FEE

4.1 City shall reimburse ParkMobile as set forth in Exhibit B and in accordance with Section 4.6. ParkMobile may propose an increase in the end user fees outlined in Exhibit B, not more often than once in a calendar year, to adjust for inflation and any increase in the cost of ParkMobile providing the services to City. All adjustments to the fees shall be valid upon the prior written approval of the City Manager or City Manager's Designee. City rate structure is varied and includes flat and hourly rates that differ for residents and visitors. However, other rates and/or geographic areas may be added in the future. The rates specified herein shall commence on the date specified in the Signage Installation Notice to Proceed.

4.2. Payment. The City shall serve as the Merchant of Record for ParkMobile Application transaction fees and parking rates. ParkMobile shall invoice the City and the City shall issue a check to reimburse ParkMobile in accordance with Section 4.6.

4.3 Taxes. ParkMobile's prices do not include sales, use, revenue or excise taxes, and accordingly, in addition to the price specified herein, the amount of any sales, use, excise or other similar tax applicable to the Services provided hereunder shall be paid by the City, including any taxes applicable on fees paid by the consumer, or, in lieu thereof, City shall provide ParkMobile with a tax exemption certificate issued by the appropriate taxing authority.

4.3. Billing Disputes. The City shall not be entitled to suspend payment of any disputed invoices. Any disputes must be submitted to ParkMobile in writing and with an explanation of the reason for the dispute, within forty-five (45) days. In the event that any payment dispute is resolved in favor of the City, ParkMobile shall credit City on the immediately subsequent invoice issued to City.

4.4. Expenses. Except as otherwise provided herein, ParkMobile shall not charge the City any costs for the integration of its system(s) or for the management of the project and the Services.

ParkMobile shall charge the City for ordinary, necessary and reasonable third party costs only on direct cost basis and only after the prior written approval of the City.

4.5 Merchant of Record for Prepayment Method. For any fees collected by Parkmobile via prepaid cards, Google Pay, Apple Pay PayPal or a similar prepayment application, the parties designate ParkMobile as the merchant of record. On a monthly basis, ParkMobile shall provide the City a report of all transaction fees collected on their behalf and issue a reimbursement check to the City. All fees paid under this Section 4.5 shall be paid to the City no later than 45days after invoice.

4.6 Invoices. ParkMobile will issue invoices to the City on a monthly basis for all fees due to ParkMobile under this Agreement. All payments due under this Agreement shall be paid within thirty (45) days of the invoice date. All invoices shall include a detailed description of the Services (or portion thereof) provided. All invoices submitted to the City shall be submitted to the following address:

Accounts Payable: Payables@miamibeachfl.gov

SECTION 5
TERMINATION

5.1 TERMINATION FOR CAUSE BY THE CITY

a. If either party shall fail to fulfill or otherwise violate any of the covenants, agreements, or stipulations in this Agreement, and such material breach remains uncorrected for thirty (30) days after receipt of notice by the other party, the other party shall thereupon have the right to terminate the Agreement by giving thirty (30) days' written notice to the other party of such termination. If the breaching party fails to cure in that 30-day period or the breach is incapable of cure, then the Agreement shall so terminate.

b. In that event, the City shall compensate ParkMobile in accordance with the Agreement for all Services performed by ParkMobile prior to termination, net of any costs incurred by the City as a consequence of the default.

c. Notwithstanding the above, neither party shall be relieved of liability to the other party for damages sustained by virtue of any breach of the Agreement

5.2 TERMINATION FOR CONVENIENCE OF THE CITY

THE CITY MAY ALSO, THROUGH ITS CITY MANAGER, AND FOR ITS CONVENIENCE AND WITHOUT CAUSE, TERMINATE THIS AGREEMENT AND THE SERVICES THEN REMAINING TO BE PERFORMED AT ANY TIME WITHOUT CAUSE BY GIVING WRITTEN NOTICE TO PARKMOBILE OF SUCH TERMINATION, WHICH SHALL BECOME EFFECTIVE THIRTY (30) DAYS FOLLOWING RECEIPT BY PARKMOBILE OF SUCH NOTICE. IF THE AGREEMENT IS TERMINATED BY THE CITY AS PROVIDED IN THIS SECTION, THE CITY SHALL COMPENSATE PARKMOBILE IN ACCORDANCE WITH THE AGREEMENT FOR ALL SERVICES ACTUALLY PERFORMED BY PARKMOBILE PRIOR TO TERMINATION. NO COMPENSATION SHALL BE DUE TO PARKMOBILE FOR ANY PROFITS THAT PARKMOBILE EXPECTED TO EARN ON THE BALANCE OF THE AGREEMENT. SUCH PAYMENTS

SHALL BE THE TOTAL EXTENT OF THE CITY'S LIABILITY TO PARKMOBILE UPON A TERMINATION AS PROVIDED FOR IN THIS SECTION.

ADDITIONALLY, IN THE EVENT OF A PUBLIC HEALTH, WELFARE, OR SAFETY CONCERN, AS DETERMINED BY THE CITY MANAGER, IN THE CITY MANAGER'S SOLE DISCRETION, THE CITY MANAGER, PURSUANT TO A VERBAL OR WRITTEN NOTIFICATION TO THE VENDOR, MAY IMMEDIATELY SUSPEND THE SERVICES UNDER THIS AGREEMENT FOR A TIME CERTAIN, OR IN THE ALTERNATIVE, TERMINATE THIS AGREEMENT ON A GIVEN DATE.

5.3 TERMINATION FOR CAUSE BY PARKMOBILE

ParkMobile may terminate its performance under this Agreement only if the City defaults and fails to cure the default within forty-five (45) days of receiving written notice of a notice of default delivered pursuant to Section. Default by the City occurs if the City fails to perform one or more of its material duties under this Agreement. If a default occurs and ParkMobile wishes to terminate the Agreement, then ParkMobile must deliver a written notice to the City describing the default and the proposed termination date. The date must be at least thirty (30) days after the City receives notice. ParkMobile, at its sole option, may extend the proposed termination date to a later date. If the City cures the default before the proposed termination date, then the proposed termination is ineffective. If the City does not cure the default before the proposed termination date, then ParkMobile may terminate its performance under this Agreement on the termination date.

5.4 TERMINATION FOR INSOLVENCY

Should ParkMobile (i) make a general assignment for the benefit of creditors; (ii) institute liquidation proceedings or proceedings to be adjudicated as voluntarily bankrupt; (iii) consent to the filing of a petition of bankruptcy against it; (iv) be adjudicated by a court of competent jurisdiction as being bankrupt or insolvent; (v) seek reorganization under any bankruptcy act; (vi) consent to the filing of a petition seeking such reorganization; or (vii) have a decree entered against it by a court of competent jurisdiction appointing a receiver, liquidator, trustee, or assignee in bankruptcy or in an insolvency covering all or substantially all of such party's property or providing for the liquidation or dissolution of such party's property or business affairs; then, in any such event, the City party, at its option and without prior notice, may terminate this Agreement effective immediately. In such event, the rights and obligations for the parties shall be the same as provided for in Section 5.5.

5.5 EFFECT OF TERMINATION

a. Upon termination or expiration of this Agreement, (i) the City shall pay to ParkMobile any portion of the Fees then accrued and properly payable under this Agreement; (ii) City shall promptly return to ParkMobile all materials in its possession with the performance of the Services hereunder; and (iii) City shall discontinue all use of the Platform and intellectual property of ParkMobile.

b. Notwithstanding the exercise by any party of its rights under this Article 5, no termination of this Agreement shall relieve either party of its liability for the payment or performance of any obligation accrued prior to the termination date (including any indemnification obligation arising

hereunder, whether or not notice of such indemnification claim has been given before such termination, or of any rights or obligations under any other provisions, which, by their meaning or content, are intended to survive the termination hereof).

SECTION 6
INDEMNIFICATION AND INSURANCE REQUIREMENTS

6.1 INDEMNIFICATION

Each party agrees to indemnify, defend and hold harmless (the "Indemnifying Party") the other party and its officers, employees, agents, and contractors (the "Indemnified Party"), from and against any and all actions (whether at law or in equity), claims, liabilities, losses, and expenses, including, but not limited to, attorneys' fees and costs, for personal, economic or bodily injury, wrongful death, loss of or damage to property, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of the Indemnifying Party, its officers, employees, agents, contractors, or any other person or entity acting under Indemnifying Party control or supervision, in connection with, related to, or as a result of the Indemnifying Party performance under this Agreement. To that extent, the Indemnifying Party shall pay all such claims and losses and shall pay all such costs and judgments which may be issued from any lawsuit arising from such claims and losses, and shall pay all costs and attorney's fees expended by the Indemnified Party in the defense of such claims and losses, including appeals. The Indemnifying Party expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Indemnifying Party shall in no way limit the Indemnifying Party's responsibility to indemnify, keep, and save harmless and defend the Indemnified Party or its officers, employees, agents, and instrumentalities as herein provided.

6.2 INSURANCE REQUIREMENTS

The Vendor shall maintain the below-required insurance in effect prior to awarding the agreement and for the duration of the agreement. The maintenance of proper insurance coverage is a material element of the agreement and failure to maintain or renew coverage may be treated as a material breach of the contract, which could result in termination of the Agreement.

A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440, and Employer Liability Insurance for bodily injury or disease. Should the Vendor be exempt from this Statute, the Vendor and each employee shall hold the City harmless from any injury incurred during the performance of the Contract. The exempt Vendor shall also submit (i) a written statement detailing the number of employees and that they are not required to carry Workers' Compensation insurance and do not anticipate hiring any additional employees during the term of this contract or (ii) a copy of a Certificate of Exemption.

B. Commercial General Liability Insurance on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than $1,000,000 per occurrence, and $2,000,000 general aggregate.

C. Automobile Liability Insurance covering any automobile, if the vendor has no owned automobiles, then coverage for hired and non-owned automobiles, with a limit no less than $1,000,000 combined per accident for bodily injury and property damage.

D. Umbrella Liability Insurance in an amount no less than $5,000,000 per occurrence. The umbrella coverage must be as broad as the primary General Liability coverage.

Additional Insured – City of Miami Beach must be included by endorsement as an additional insured with respect to all liability policies (except Professional Liability and Workers' Compensation) arising out of work or operations performed on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed in the form of an endorsement to the Vendor's insurance.

Notice of Cancellation – Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the City of Miami Beach c/o EXIGIS Insurance Compliance Services.

Waiver of Subrogation – Vendor agrees to obtain any endorsement that may be necessary to affect the waiver of subrogation on the coverages required. However, this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers – Insurance must be placed with insurers with a current A.M. Best rating of A:VII or higher. If not rated, exceptions may be made for members of the Florida Insurance Funds (i.e. FWCIGA, FAJUA). Carriers may also be considered if they are licensed and authorized to do insurance business in the State of Florida.

Verification of Coverage – Vendor shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Vendor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

CERTIFICATE HOLDER ON ALL COI MUST READ:

CITY OF MIAMI BEACH
c/o EXIGIS Insurance Compliance Services
P.O. Box 947
Murrieta, CA 92564

Kindly submit all certificates of insurance, endorsements, exemption letters to our servicing agent, EXIGIS, at:

Certificates-miamibeach@riskworks.com

Special Risks or Circumstances - The City of Miami Beach reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

SECTION 7
LITIGATION JURISDICTION/VENUE/JURY TRIAL WAIVER

This Agreement shall be construed in accordance with the laws of the State of Florida. This Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. By entering into this Agreement, Vendor and the City expressly waive any rights either party may have to a trial by jury of any civil litigation related to or arising out of this Agreement.

SECTION 8
LIMITATION OF CITY'S LIABILITY

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action, for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds one times the total amounts paid to ParkMobile under this agreement in the 12 month period preceding the event giving rise to the claim. Vendor hereby expresses its willingness to enter into this Agreement with Vendor's recovery from the City for any damage action for breach of contract to be limited to a maximum amount of one times the total amounts paid to ParkMobile under this agreement in the 12 month period preceding the event giving rise to the claim.

Accordingly, and notwithstanding any other term or condition of this Agreement, Vendor hereby agrees that the City shall not be liable to the Vendor for damages in an amount in excess of one times the total amounts paid to ParkMobile under this agreement in the 12 month period preceding the event giving rise to the claim for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement.

Nothing contained in this section or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability, as set forth in Section 768.28, Florida Statutes.

In no event shall any party be liable for consequential, special, indirect or incidental damages, including but not limited to any damages resulting from loss of use or profits arising out of or in connection with this agreement, whether in an action based on contract, tort (including negligence) or any other legal theory, even if the party has been advised of the possibility of such damages.

SECTION 9
DUTY OF CARE/COMPLIANCE WITH APPLICABLE LAWS/PATENT RIGHTS; COPYRIGHT; AND CONFIDENTIAL FINDINGS

9.1 DUTY OF CARE

With respect to the performance of the Services contemplated herein, Vendor shall exercise that degree of skill, care, efficiency and diligence normally exercised by reasonable persons and/or recognized professionals with respect to the performance of comparable work and/or services.

9.2 COMPLIANCE WITH APPLICABLE LAWS

In its performance of the Services, Vendor shall comply with all applicable laws, ordinances, and regulations of the City, Miami-Dade County, the State of Florida, and the federal government, as applicable.

9.3 PATENT RIGHTS; COPYRIGHT; CONFIDENTIAL FINDINGS

a. ParkMobile agrees to defend and indemnify City for all losses, costs and damages resulting from a claim and/or determination that the Services as supplied to the City infringe any United States patent rights, copyrights or trademarks provided that: City promptly notifies ParkMobile in writing upon City becoming aware of the existence of any such suit, action, proceeding or threat; allows ParkMobile sole control of the defense and/or settlement thereof; provides such reasonable cooperation as ParkMobile may require; and, makes no admissions or other statements which may be prejudicial to ParkMobile. In no event shall City consent to any judgment or decree or do any other act in compromise of any such claim without ParkMobile's express prior written consent. In no event will ParkMobile be liable for the payment of any amount agreed to in settlement without its express consent.

b. In the event that the City is enjoined from its use of the Services due to a proceeding based upon the infringement of patent, copyright or trademark in the United States, ParkMobile shall, at its option, either:

i. promptly render the Services non-infringing and capable of providing services as intended; or
ii. procure for City and its customers the right to continue using the Services; or
iii. replace the Services with non-infringing goods; or
iv. remove the Services and refund any expense of the City.

c. ParkMobile shall have no liability in respect of any claim based upon:

i. use, operation or combination of the Services with software, hardware, data, or equipment not supplied by ParkMobile if such infringement would have been avoided but for such use, operation or combination; or
ii. use of the Services other than in accordance with ParkMobile's specifications if such infringement would have been avoided but for use of the Services not in accordance with ParkMobile specifications; or
iii. Services that have been modified by any party other than DPT if such infringement would have been avoided but for such modification.

d. Neither party will disclose the other party's or its affiliates' confidential or proprietary information, including Transaction Data and User Profile Data ("Confidential Information") (including the terms of this Agreement and any information provided by the other party that is confidentially maintained or proprietary or which derives value from not being generally known to persons who can obtain economic value from its disclosure or use or that a reasonable person would consider confidential, given the context) except:

i. with the other party's consent;
ii. to employees, agents and contractors who have a need to know in the discharge of their duties and who are subject to a contractual obligation to keep such information confidential that is at least as restrictive as this Agreement; or
iii. when required to do so by law or by any binding rule, order or request.

For purposes of this Section 9, the parties agree that confidential or proprietary information does not include any information that is:

i. already known to the receiving party at the time of disclosure hereunder (other than from the other party or its affiliates) as demonstrated by its written records;

ii. now or hereafter becomes publicly known other than through acts or omissions of the receiving party, or anyone to whom the receiving party disclosed such information;

iii. disclosed to the receiving party, by a third party, under no obligation of confidentiality to the disclosing party or any other party; or

iv. independently developed by the receiving party without reliance on the confidential information of the disclosing party as shown by its written records.

Each party shall exercise reasonable commercial care in protecting the confidentiality of the other party's confidential information disclosed to it. The parties agree that an actual or threatened breach of this provision would result in irreparable harm to the party whose confidential information would be disclosed in breach, and shall entitle that party to temporary or permanent injunctive relief without proof of actual damages.

SECTION 10
GENERAL PROVISIONS

10.1 AUDIT AND INSPECTIONS

Upon reasonable verbal or written notice to Vendor, and at any time during normal business hours (i.e. 9AM – 5PM, Monday through Fridays, excluding nationally recognized holidays), and as often as the City Manager may, in his/her reasonable discretion and judgment, deem necessary, there shall be made available to the City Manager at ParkMobile's headquarters, and/or such representatives as the City Manager may deem to act on the City's behalf, to audit, examine, and/ or inspect, any and all other documents and/or records relating to all matters covered by this Agreement. Vendor shall maintain any and all such records at its place of business at the address set forth in the "Notices" section of this Agreement.

10.2 INSPECTOR GENERAL AUDIT RIGHTS

(A) Pursuant to Section 2-256 of the Code of the City of Miami Beach, the City has established the Office of the Inspector General which may, on a random basis, perform reviews, audits, inspections and investigations on all City contracts, throughout the duration of said contracts. This random audit is separate and distinct from any other audit performed by or on behalf of the City.

(B) The Office of the Inspector General is authorized to investigate City affairs and empowered to review past, present and proposed City programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor City projects and programs. Monitoring of an existing City project or program may include a report concerning whether the project is on time, within budget and in conformance with the contract documents and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Vendor, its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption. Pursuant to Section 2-378 of the City Code, the City is allocating a percentage of its overall annual contract expenditures to fund the activities and operations of the Office of Inspector General.

(C) Upon ten (10) business days written notice to the Vendor, the Vendor shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General is empowered to retain the services of independent private sector auditors to audit, investigate, monitor, oversee, inspect and review operations activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Vendor its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption.

(D) The Inspector General shall have the right to inspect and copy all documents and records in the Vendor's possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, except to the extent such records contain personally identifiable information, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.

(E) The Vendor shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this Agreement, for examination, audit, or reproduction, until three (3) years after final payment under this Agreement or for any longer period required by statute or by other clauses of this Agreement. In addition:

i. If this Agreement is completely or partially terminated, the Vendor shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and

ii. The Vendor shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this Agreement until such appeals, litigation, or claims are finally resolved.

(F) The provisions in this section shall apply to the Vendor, its officers, agents, employees, subcontractors and suppliers. The Vendor shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Vendor in connection with the performance of this Agreement.

(G) Nothing in this section shall impair any independent right to the City to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the City by the Vendor or third parties.

10.3 ASSIGNMENT, TRANSFER OR SUBCONSULTING

With the exception of an assignment to ParkMobile's parent company, Vendor shall not subcontract, assign, or transfer all or any portion of any work and/or service under this Agreement without the prior written consent of the City Manager, which consent, if given at all, shall be in the Manager's sole judgment and discretion. Neither this Agreement, nor any term or provision hereof, or right hereunder, shall be assignable unless as approved pursuant to this section, and any attempt to make such assignment (unless approved) shall be void.

10.4 PUBLIC ENTITY CRIMES

Prior to commencement of the Services, the Vendor shall file a State of Florida Form PUR 7068, Sworn Statement under Section 287.133(3)(a) Florida Statute on Public Entity Crimes with the City's Procurement Division.

10.5 NO DISCRIMINATION

In connection with the performance of the Services, the Vendor shall not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, sex, age, disability, religion, income or family status.

Additionally, Vendor shall comply fully with the City of Miami Beach Human Rights Ordinance, codified in Chapter 62 of the City Code, as may be amended from time to time, prohibiting discrimination in employment, housing, public accommodations, and public services on account of actual or perceived race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, age, disability, ancestry, height, weight, domestic partner status, labor organization membership, familial situation, or political affiliation.

10.6 CONFLICT OF INTEREST

Vendor herein agrees to adhere to and be governed by all applicable Miami-Dade County Conflict of Interest Ordinances and Ethics provisions, as set forth in the Miami-Dade County Code, as may be amended from time to time; and by the City of Miami Beach Charter and Code,

as may be amended from time to time; both of which are incorporated by reference as if fully set forth herein.

Vendor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of the Services. Vendor further covenants that in the performance of this Agreement, Vendor shall not employ any person having any such interest. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefits arising therefrom.

10.7 VENDOR'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

(A) Vendor shall comply with Florida Public Records law under Chapter 119, Florida Statutes, as may be amended from time to time.

(B) The term "public records" shall have the meaning set forth in Section 119.011(12), which means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the City.

(C) Pursuant to Section 119.0701 of the Florida Statutes, if the Vendor meets the definition of "Contractor" as defined in Section 119.0701(1)(a), the Vendor shall:
- (1) Keep and maintain public records required by the City to perform the service;
- (2) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the Agreement if the Vendor does not transfer the records to the City;
- (4) Upon completion of the Agreement, transfer, at no cost to the City, all public records in possession of the Vendor or keep and maintain public records required by the City to perform the service. If the Vendor transfers all public records to the City upon completion of the Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

(D) REQUEST FOR RECORDS; NONCOMPLIANCE.
- (1) A request to inspect or copy public records relating to the City's contract for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Vendor of the request, and the Vendor must provide the records to the City or allow the records to be inspected or copied within a reasonable time.

(2) Vendor's failure to comply with the City's request for records shall constitute a breach of this Agreement, and the City, at its sole discretion, may: (1) unilaterally terminate the Agreement; (2) avail itself of the remedies set forth under the Agreement; and/or (3) avail itself of any available remedies at law or in equity.

(3) A Vendor who fails to provide the public records to the City within a reasonable time may be subject to penalties under s. 119.10.

(E) CIVIL ACTION.

(1) If a civil action is filed against a Vendor to compel production of public records relating to the City's contract for services, the court shall assess and award against the Vendor the reasonable costs of enforcement, including reasonable attorneys' fees, if:

a. The court determines that the Vendor unlawfully refused to comply with the public records request within a reasonable time; and

b. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Vendor has not complied with the request, to the City and to the Vendor.

(2) A notice complies with subparagraph (1)(b) if it is sent to the City's custodian of public records and to the Vendor at the Vendor's address listed on its contract with the City or to the Vendor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

(3) A Vendor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

(F) **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

CITY OF MIAMI BEACH
ATTENTION: RAFAEL E. GRANADO, CITY CLERK
1700 CONVENTION CENTER DRIVE
MIAMI BEACH, FLORIDA 33139
E-MAIL: RAFAELGRANADO@MIAMIBEACHFL.GOV
PHONE: 305-673-7411

10.8 FORCE MAJEURE

(A) A "Force Majeure" event is an event that (i) in fact causes a delay in the performance of the Vendor or the City's obligations under the Agreement, and (ii) is beyond the reasonable control of such party unable to perform the obligation, and (iii) is not due to an intentional act, error, omission, or negligence of such party, and (iv) could not have reasonably been foreseen and prepared for by such party at any time prior to the occurrence of the event. Subject to the foregoing criteria, Force Majeure may include

events such as war, civil insurrection, riot, fires, epidemics, pandemics, terrorism, sabotage, explosions, embargo restrictions, quarantine restrictions, transportation accidents, strikes, strong hurricanes or tornadoes, earthquakes, or other acts of God which prevent performance. Force Majeure shall not include technological impossibility, inclement weather, or failure to secure any of the required permits pursuant to the Agreement.

(B) If the City or Vendor's performance of its contractual obligations is prevented or delayed by an event believed by to be Force Majeure, such party shall immediately, upon learning of the occurrence of the event or of the commencement of any such delay, but in any case within fifteen (15) business days thereof, provide notice: (i) of the occurrence of event of Force Majeure, (ii) of the nature of the event and the cause thereof, (iii) of the anticipated impact on the Agreement, (iv) of the anticipated period of the delay, and (v) of what course of action such party plans to take in order to mitigate the detrimental effects of the event. The timely delivery of the notice of the occurrence of a Force Majeure event is a condition precedent to allowance of any relief pursuant to this section; however, receipt of such notice shall not constitute acceptance that the event claimed to be a Force Majeure event is in fact Force Majeure, and the burden of proof of the occurrence of a Force Majeure event shall be on the requesting party.

(C) No party hereto shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable, in whole or in part, by Force Majeure to carry out such obligations. The suspension of any of the obligations under this Agreement due to a Force Majeure event shall be of no greater scope and no longer duration than is required. The party shall use its reasonable best efforts to continue to perform its obligations hereunder to the extent such obligations are not affected or are only partially affected by the Force Majeure event, and to correct or cure the event or condition excusing performance and otherwise to remedy its inability to perform to the extent its inability to perform is the direct result of the Force Majeure event with all reasonable dispatch.

(D) Obligations pursuant to the Agreement that arose before the occurrence of a Force Majeure event, causing the suspension of performance, shall not be excused as a result of such occurrence unless such occurrence makes such performance not reasonably possible. The obligation to pay money in a timely manner for obligations and liabilities which matured prior to the occurrence of a Force Majeure event shall not be subject to the Force Majeure provisions.

(E) Notwithstanding any other provision to the contrary herein, in the event of a Force Majeure occurrence, the City may, at the sole discretion of the City Manager, suspend the City's payment obligations under the Agreement, and may take such action without regard to the notice requirements herein. Additionally, in the event that an event of Force Majeure delays a party's performance under the Agreement for a time period greater than thirty (30) days, the City may, at the sole discretion of the City Manager, terminate the Agreement on a given date, by giving written notice to Vendor of such termination. If the Agreement is terminated pursuant to this section, Vendor shall be paid for any Services satisfactorily performed up to the date of termination; following which the City shall be discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement. In no event will any condition of Force Majeure extend this Agreement beyond its stated term.

10.9 E-VERIFY

(A) Vendor shall comply with Section 448.095, Florida Statutes, "Employment Eligibility" ("E-Verify Statute"), as may be amended from time to time. Pursuant to the E-Verify Statute, commencing on January 1, 2021, Vendor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees during the Term of the Agreement. Additionally, Vendor shall expressly require any subcontractor performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract Term. If Vendor enters into a contract with an approved subcontractor, the subcontractor must provide the Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Vendor shall maintain a copy of such affidavit for the duration of the Agreement or such other extended period as may be required under this Agreement.

(B) TERMINATION RIGHTS.

(1) If the City has a good faith belief that Vendor has knowingly violated Section 448.09(1), Florida Statutes, the City shall terminate this Agreement with Vendor for cause, and the City shall thereafter have or owe no further obligation or liability to Vendor.

(2) If the City has a good faith belief that a subcontractor has knowingly violated the foregoing Subsection 10.9(A), but the Vendor otherwise complied with such subsection, the City will promptly notify the Vendor and order the Vendor to immediately terminate the Agreement with the subcontractor. Vendor's failure to terminate a subcontractor shall be an event of default under this Agreement, entitling City to terminate the Vendor's contract for cause.

(3) A contract terminated under the foregoing Subsection (B)(1) or (B)(2) is not in breach of contract and may not be considered as such.

(4) The City or Vendor or a subcontractor may file an action with the Circuit or County Court to challenge a termination under the foregoing Subsection (B)(1) or (B)(2) no later than 20 calendar days after the date on which the contract was terminated.

(5) If the City terminates the Agreement with Vendor under the foregoing Subsection (B)(1), Vendor may not be awarded a public contract for at least 1 year after the date of termination of this Agreement.

(6) Vendor is liable for any additional costs incurred by the City as a result of the termination of this Agreement under this Section 10.9.

10.10 TRADEMARKS; PROMOTION MATERIALS

Parkmobile hereby grants the City a non-transferable, non-sublicensable, non-exclusive license to use its name and trademarks, without modification unless approved by Parkmobile, solely in connection with the City's marketing and use of the Services in the City facilities.

10.11 STATUS MEETINGS

On periodic basis, but not less than quarterly, upon request, an appropriate representative of each party shall conduct a joint meeting to discuss the status of the Services, as well as to answer questions, gather information and resolve disputes that may occur from time to time. It is the expectation of the parties that the representatives of the parties shall communicate directly with

one another and work directly with one another to ensure that all Services provided hereunder are completed on a timely and complete basis. All meetings pursuant to this Section 10.11 may be face to face, video or telephonic meetings as may be agreed upon by the parties. Each party shall bear its own costs of attending or participating in such meetings.

10.12 SIGNAGE

ParkMobile shall, at no cost to the City, coordinate with PayByPhone to design, procure, and deliver all signage for the Parking Locations, including any signage necessary to replace outdated signage placed at a Parking Location under a previous agreement. All signage shall include information for both the City's other mobile parking payment provider, PayByPhone, and ParkMobile equally. ParkMobile and PayByPhone shall coordinate the production of the Signage and shall secure the prior written approval of the City. Upon receiving approval from the City, ParkMobile and PayByPhone shall produce and deliver all Signage to the City. The City shall be responsible for the costs of all subsequent Signage for go-live or additional phase areas. The City is responsible for the installation of all signs and decals.

The number of signs included for a Parking Location shall be mutually agreed upon by the City, PayByPhone, and ParkMobile for each Parking Location.

SECTION 11
NOTICES

Until changed by notice, in writing, all such notices and communications shall be addressed as follows:

TO VENDOR:

ParkMobile, LLC
1100 Spring Street Northwest, Suite 200
Atlanta, GA 30309
Attn: Brooke Krieger

For legal notices:
With a copy to ParkMobile's Legal Department at the above address and to legal-notices@parkmobile.io

TO CITY:

City of Miami Beach, Parking Department
C/O Parking Director
1755 Meridian Avenue, 2nd Floor
Miami Beach, Florida 33139
MonicaBeltran@miamibeachfl.gov

All notices mailed electronically to either party shall be deemed to be sufficiently transmitted.

SECTION 12
MISCELLANEOUS PROVISIONS

12.1 CHANGES AND ADDITIONS

This Agreement cannot be modified or amended without the express written consent of the parties. No modification, amendment, or alteration of the terms or conditions contained herein

shall be effective unless contained in a written document executed with the same formality and of cqual dignity herewith. In the event Client wishes to add new Parking Locations in addition to the Initial Parking Locations (the "Additional Parking Locations") or to add parking spaces to an existing Parking Location, the amendment will be effective against both parties if it is in the form of email between implementation personnel of the parties and, effective the date of such email, the Appendix A will be read to include these Additional Parking Locations or parking spaces.

12.2 SEVERABILITY

If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected and every other term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

12.3 WAIVER OF BREACH

A party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A party's waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

12.4 JOINT PREPARATION

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

12.5 REPRESENTATIONS and WARRANTIES

Each of ParkMobile and City hereby represents, warrants, and covenants to the other party hereto as follows:

(a) It is duly organized and validly existing under the laws of the state of its incorporation and has full power and authority to carry on its business as it is now being conducted and to own and operate its properties and assets;

(b) The execution, delivery and performance of this Agreement by such party has been duly authorized by all requisite corporate or limited liability company action, as applicable;

(c) It has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and

(d) The execution, delivery and performance by it of this Agreement and its compliance with the terms and provisions hereof do not and will not conflict with or result in a breach of any of the terms or provisions of or constitute a default under the provisions of its charter documents or bylaws, or any order, writ, injunction or decree of any court or governmental authority entered against it or by which any of its property is bound.

12.6 DISCLAIMER OF WARRANTIES

THE SERVICES ARE PROVIDED "AS IS" AND WITH ALL FAULTS RELATED TO ANY THIRD PARTY HARDWARE OR EQUIPMENT AS MAY BE REQUIRED FOR USE OF THE PARKMOBILE SERVICE. PARKMOBILE DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, DIRECTLY OR INDIRECTLY, INCLUDNG WITHOUT LIMITATION, ANY WARRANTY OF CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF USE WITH RESPECT TO, ARISING OUT OF OR IN CONNECTION WITH ANY THIRD PARTY HARDWARE USED IN CONNECTION WITH THE SERVICES TO BE PERFORMED HEREUNDER BY SUCH PARTY OR THE RESULTS OBTAINED THEREBY.

12.7 ENTIRETY OF AGREEMENT

The City and Vendor agree that this is the entire agreement between the parties. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Title and paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the parties to this Agreement.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials, as of the date first entered above.

FOR CITY:

CITY OF MIAMI BEACH, FLORIDA

ATTEST:

By: _____
Rafael E. Granado, City Clerk

_____
Alina T. Hudak, City Manager

Date: _____

FOR VENDOR:

PARKMOBILE, LLC

By: _____

_____
Print Name and Title

Date: _____

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney Date 12/21/23

EXHIBIT A
SERVICE AGREEMENT

EXHIBIT B
FEE SCHEDULE

ParkMobile shall charge the end user an end-user fee as outlined in the pricing below:

Convenience Fee paid by Residents	$No Fee
Convenience Fee paid by Non-Residents utilizing ParkMobile Wallet	$0.30
Convenience Fee paid by Non-Residents without utilizing ParkMobile Wallet	$0.35

Contract no. 23-051-02

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND PAYBYPHONE US INC. FOR MOBILE PARKING PAYMENT SYSTEM, PURSUANT TO REQUEST FOR QUALIFICATIONS 2023-051-WG

This Professional Services Agreement ("PSA") and the **PayByPhone US Inc.**, Service Agreement ("Service Agreement"), collectively, the "Agreement" is entered into this _____("Effective Date"), between the **CITY OF MIAMI BEACH, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida, 33139 (the "City" or "Client"), and **PayByPhone US Inc.**, a Delaware Corporation, whose address is 48 Wall Street, Suite 1100, New York, New York 10005 ("Vendor" or "PayByPhone").

SECTION 1
DEFINITIONS

Additional Parking Locations:	As defined in Section 12.1 of the Agreement.
Agreement:	This Professional Services Agreement between the City and Vendor, including any exhibits and amendments thereto and the PayByPhone Service Agreement, collectively the "Agreement".
City Manager:	The chief administrative officer of the City.
City Manager's Designee:	The City staff member who is designated by the City Manager to administer this Agreement on behalf of the City. The City Manager's designee shall be the Parking Department Director.
Vendor	For the purposes of this Agreement, Vendor shall be deemed to be an independent contractor, and not an agent or employee of the City.
IP Rights:	Any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

Parking Locations:	The location or locations of City's on-street parking, off-street parking, reservation parking, parking lots, parking decks, permitted parking, and other facilities where PayByPhone users may park.
Platform:	Access-controlled mobile and/or web applications, services or interfaces developed, hosted, or managed by, on behalf of, or in partnership with PayByPhone that are made available to Client to administer, configure, manage and/or monitor parking sessions, parking rates, and/or parking restrictions associated with City's Parking Locations.
Services:	The PayByPhone applications, the Platform and all services, work and actions by the Vendor performed or undertaken pursuant to the Agreement.
Convenience Fee:	The fee charged to the user by the City, as set forth in Exhibit B, that is non-embedded and on top of the Parking Rate.
Parking Rate:	The fee charged to the user by the City for use of the parking space.
Transaction Fee:	The fee charged by the Vendor to the City per Transaction as set forth in Exhibit B.
Proposal Documents:	Proposal Documents shall mean City of Miami Beach **RFQ No. 2023-051-WG for Mobile Parking Payment System**, together with all amendments thereto, issued by the City in contemplation of this Agreement RFQ, and the Vendor's proposal in response thereto ("Proposal"), all of which are hereby incorporated and made a part hereof; provided, however, that in the event of an express conflict between the Proposal Documents and this Agreement, the following order of precedent shall prevail: the Professional Services Agreement; the RFQ; the Services Agreement, and the Proposal.
Risk Manager:	The Risk Manager of the City, with offices at 1700 Convention Center Drive, Third Floor, Miami Beach, Florida 33139; telephone number (305) 673-7000, Ext. 26724; and fax number (305) 673-7529.
Transaction Data:	Information and data collected by the Vendor relating to drivers' parking sessions at the Parking Locations, which may include vehicle license plate, parking session date, time, duration, zone number and amount paid, details of parking fines/violation notices, and parking session details obtained through customer service center.
User Profile Data:	Any information about or with respect to PayByPhone service users that is not related to parking sessions at the Parking Locations, including without limitation, information provided by users upon registration for a PayByPhone account and data about the user's activity in the PayByPhone account or the PayByPhone applications.

Merchant of Record: Refers to the entity that is authorized to receive customer payments to its merchant account set up with its acquiring bank, including credit card and any digital wallet transactions for Services.

SECTION 2
SCOPE OF SERVICES

2.1 In consideration of the Fee to be paid to Vendor by the City, Vendor shall provide the work and services described in Exhibit "A" hereto (the "Services").

Although the Vendor may be provided with a schedule of the available hours to provide its Services, the City shall not control nor have the right to control the hours of the Services performed by the Vendor; where the Services are performed (although the City will provide Vendor with the appropriate location to perform the Services); when the Services are performed, including how many days a week the Services are performed; how the Services are performed, or any other aspect of the actual manner and means of accomplishing the Services provided. Notwithstanding the foregoing, all Services provided by the Vendor shall be performed in accordance with the terms and conditions set forth in Exhibit "A" and to the reasonable satisfaction of the City Manager. If there are any questions regarding the Services to be performed, the Vendor should contact the following person:

Monica Beltran, Director, Parking Department
1755 Meridian Avenue, 2nd Floor
Miami Beach, Florida 33139
(305) 673-7000 ext. 26863
MonicaBeltran@miamibeachfl.gov

2.2 Vendor's Services, and any deliverables incident thereto, shall be completed in accordance with the timeline and/or schedule in Exhibit C hereto.

2.3 **Services Provided by PayByPhone.** During the Term (as defined herein), PayByPhone shall perform the services for the City as described in Exhibit A hereof (as amended, modified or supplemented from time to time upon the mutual written agreement of the parties, the "Services"). PayByPhone shall render the Services faithfully and to the best of its ability and in compliance with all applicable laws, Federal, State, and local laws, codes, ordinances, resolutions, administrative policies and procedures and/or rules and regulations, (collectively, "Applicable Laws"), devoting such time as is reasonably necessary to provide the Services. The precise times and manner of the performance of Services shall be as reasonably requested by the City, consistent with a schedule to be reasonably agreed upon from time to time by PayByPhone and the City. In connection with PayByPhone's performance of the Services, and in addition to PayByPhone's compliance with Applicable Laws, PayByPhone shall also be subject to, and agrees to abide by, such applicable policies, procedures, directions and restrictions as the City, in its sole and reasonable discretion, may establish from time to time and as communicated to PayByPhone. PayByPhone shall implement the Services within sixty (60) days of the Effective Date of this Agreement. The City acknowledges and agrees that PayByPhone is not liable or responsible for any delay in the implementation of the Services that is caused by any act or event outside the direct control of PayByPhone, including, but not limited to, a third party delaying integration set up.

If the City requires additional work and/or services that are not included in this Agreement, PayByPhone and the City shall negotiate such additional work and/or services, mutually agree on the amount of additional compensation, and memorialize the terms in a written amendment to this Agreement.

2.4 Help and Support. PayByPhone agrees to use its reasonable efforts to assist the City with any technical support that the City may reasonably require in relation to using the Services. In furtherance of the foregoing, PayByPhone agrees to provide the City with preventative maintenance, corrective maintenance, adaptive maintenance for the Platform and will provide City administrative staff email and telephone support with respect to the Services between 7 am to 4 pm EST, Monday to Friday. Each of PayByPhone and the City shall promptly notify the other of any errors or interruptions that arise during the City's use of PayByPhone's software or the Services hereunder.

2.5 Errors and Corrections. In the event of any errors or interruptions in the Services, PayByPhone's sole and exclusive obligation shall be to use reasonable efforts to repair or restore that portion of the Services as promptly as possible. Repair may take the form, at the option of PayByPhone, as the case may be, of: (i) corrected software applicable to the Services; (ii) corrected materials in hard copy or electronic form describing the use and operation of the software applicable to the Services, including any manuals and programming tools; (iii) instructions or procedures to bypass the problem until a more permanent correction can be implemented; or (iv) correction/clarification of the functional definition of the Services.

2.6 Publicity of Services. All brochures and promotional materials to be distributed by PayByPhone and the City in connection with the Services shall be in a form mutually agreed upon by the parties.

2.7 Authority of Parties; Cooperation. Each party acknowledges and agrees that it has no authority to act on behalf of the other party other than as set forth in this Agreement or to enter into any contract or to incur any liability on behalf of the other party, except with prior written consent of an authorized officer of such party. Each party covenants that it shall not at any time represent, either orally or in writing, that it has any right, power, or authority with respect to the other party not expressly granted to the other party by such party.

Each party shall reasonably cooperate with the other party to permit such party to perform its duties and obligations under this Agreement in a timely manner.

2.8 Technology Sublicense. PayByPhone hereby grants the City the nonexclusive, non-transferable, non-sub-licensable, revocable right and sublicense to use any applicable proprietary technology that PayByPhone licenses but does not own and relates to the Services (the "Technology") in connection with the Services. The City shall not use the Technology for any use other than in connection with the Services. The City acknowledges and agrees that (a) PayByPhone shall be its exclusive source of the Technology for the Term; and (b) all Services obtained by the City shall use the Technology as necessary. The City has no interest in or right to use the Technology or any improvements thereto or modifications thereof except as set forth herein. In all instances, the City's use of the Technology shall inure to both party's benefit. During the Term or at any time thereafter, the City shall not commit, or cause any third party to commit, any act challenging, contesting, or impairing or attempting to impair PayByPhone's right, title and interest in and to the Technology or the validity thereof.

2.9 Proposal Documents. Notwithstanding the description of PayByPhone's services and without limitation, PayByPhone shall provide any and all work and services as set forth in, and in accordance to the requirements of, the Proposal Documents (which are attached hereto and are hereby deemed incorporated by reference as if fully set forth herein).

SECTION 3
TERM

The term of this Agreement ("Term") shall commence on the date identified in the notice provided by the City Manager's Designee stating that all initial signage contemplated under Section 10.12 has been installed ("Signage Installation Notice"), and shall have an initial term of Five (5) years, with two (2) additional two-year renewal options, to be exercised at the City Manager's sole option and discretion, by providing Vendor with written notice of same no less than thirty (30) days prior to the expiration of the initial term.

Notwithstanding the Term provided herein, Vendor shall adhere to any specific timelines, schedules, dates, and/or performance milestones for completion and delivery of the Services, as same is/are set forth in the timeline and/or schedule referenced in Exhibit C hereto.

SECTION 4
FEE

4.1 City shall pay PayByPhone as set forth in Exhibit B and in accordance with Section 4.2. PayByPhone may propose an increase in the Transaction Fees outlined in Exhibit B, not more often than once in a calendar year, to adjust for inflation and any increase in the cost of PayByPhone providing the services to City. All adjustments to the Transaction Fees shall be valid upon the prior written approval of the City Manager or City Manager's Designee. City parking rate structure is varied and includes flat and hourly rates that differ for residents and visitors. However, other rates and/or geographic areas may be added in the future. The rates specified herein shall commence on the date specified in the Signage Installation Notice to Proceed.

4.2. Payment. The City will serve as the Merchant of Record for Parking Rates and any Convenience Fees. PayByPhone shall invoice the City the applicable fees as set forth in Exhibit B. The City will issue a check to pay the Vendor on a monthly basis. Payment is due no later than forty-five (45) days after invoice. Invoices shall include a detailed description of the Services (or portions thereof) provided, and shall be submitted to the City at the following address:

Accounts Payable: Payables@miamibeachfl.gov

4.3 Taxes. PayByPhone's prices do not include sales, use, revenue or excise taxes, and accordingly, in addition to the price specified herein, the amount of any sales, use, excise or other similar tax applicable to the Services provided hereunder shall be paid by the City, including any taxes applicable on fees paid by the consumer, or, in lieu thereof, City shall provide PayByPhone with a tax exemption certificate issued by the appropriate taxing authority.

4.3. Billing Disputes. The City shall not be entitled to suspend payment of any disputed invoices. Any disputes must be submitted to PayByPhone in writing and with an explanation of the reason for the dispute, within forty-five (45) days. In the event that any payment dispute is

resolved in favor of the City, PayByPhone shall credit City on the immediately subsequent invoice issued to City.

4.4. Expenses. Except as otherwise provided herein, PayByPhone shall not charge the City any costs for one (1) integration of its system(s) with the City's enforcement software solution, or for the management of the project and the Services. PayByPhone shall charge the City for ordinary, necessary and reasonable third party costs only on direct cost basis and only after the prior written approval of the City.

SECTION 5
TERMINATION

5.1 TERMINATION FOR CAUSE BY THE CITY

a. If either party shall fail to fulfill or otherwise violate any of the covenants, agreements, or stipulations in this Agreement, and such material breach remains uncorrected for thirty (30) days after receipt of notice by the other party, the other party shall thereupon have the right to terminate the Agreement by giving thirty (30) days' written notice to the other party of such termination. If the breaching party fails to cure in that 30-day period or the breach is incapable of cure, then the Agreement shall so terminate.

b. In that event, the City shall compensate PayByPhone in accordance with the Agreement for all Services performed by PayByPhone prior to termination, net of any costs incurred by the City as a consequence of the default.

c. Notwithstanding the above, neither party shall be relieved of liability to the other party for damages sustained by the City by virtue of any breach of the Agreement.

5.2 TERMINATION FOR CONVENIENCE OF THE CITY

THE CITY MAY ALSO, THROUGH ITS CITY MANAGER, AND FOR ITS CONVENIENCE AND WITHOUT CAUSE, TERMINATE THIS AGREEMENT AND THE SERVICES THEN REMAINING TO BE PERFORMED AT ANY TIME WITHOUT CAUSE BY GIVING WRITTEN NOTICE TO PAYBYPHONE OF SUCH TERMINATION, WHICH SHALL BECOME EFFECTIVE THIRTY (30) DAYS FOLLOWING RECEIPT BY PAYBYPHONE OF SUCH NOTICE. IF THE AGREEMENT IS TERMINATED BY THE CITY AS PROVIDED IN THIS SECTION, THE CITY SHALL COMPENSATE PAYBYPHONE IN ACCORDANCE WITH THE AGREEMENT FOR ALL SERVICES ACTUALLY PERFORMED BY PAYBYPHONE PRIOR TO TERMINATION. NO COMPENSATION SHALL BE DUE TO PAYBYPHONE FOR ANY PROFITS THAT PAYBYPHONE EXPECTED TO EARN ON THE BALANCE OF THE AGREEMENT. SUCH PAYMENTS SHALL BE THE TOTAL EXTENT OF THE CITY'S LIABILITY TO PAYBYPHONE UPON A TERMINATION AS PROVIDED FOR IN THIS SECTION.

ADDITIONALLY, IN THE EVENT OF A PUBLIC HEALTH, WELFARE, OR SAFETY CONCERN, AS DETERMINED BY THE CITY MANAGER, IN THE CITY MANAGER'S SOLE DISCRETION, THE CITY MANAGER, PURSUANT TO A VERBAL OR WRITTEN NOTIFICATION TO THE VENDOR, MAY SUSPEND THE SERVICES UNDER THIS AGREEMENT WITH TEN (10) DAYS PRIOR NOTICE TO VENDOR FOR A TIME

CERTAIN, OR IN THE ALTERNATIVE, TERMINATE THIS AGREEMENT ON A GIVEN DATE.

5.3 TERMINATION FOR CAUSE BY PAYBYPHONE

PayByPhone may terminate its performance under this Agreement only if the City defaults and fails to cure the default within forty-five (45) days of receiving written notice of a notice of default delivered pursuant to Section. Default by the City occurs if the City fails to perform one or more of its material duties under this Agreement. If a default occurs and PayByPhone wishes to terminate the Agreement, then PayByPhone must deliver a written notice to the City describing the default and the proposed termination date. The date must be at least thirty (30) days after the City receives notice. PayByPhone, at its sole option, may extend the proposed termination date to a later date. If the City cures the default before the proposed termination date, then the proposed termination is ineffective. If the City does not cure the default before the proposed termination date, then PayByPhone may terminate its performance under this Agreement on the termination date.

5.4 TERMINATION FOR INSOLVENCY

Should PayByPhone (i) make a general assignment for the benefit of creditors; (ii) institute liquidation proceedings or proceedings to be adjudicated as voluntarily bankrupt; (iii) consent to the filing of a petition of bankruptcy against it; (iv) be adjudicated by a court of competent jurisdiction as being bankrupt or insolvent; (v) seek reorganization under any bankruptcy act; (vi) consent to the filing of a petition seeking such reorganization; or (vii) have a decree entered against it by a court of competent jurisdiction appointing a receiver, liquidator, trustee, or assignee in bankruptcy or in an insolvency covering all or substantially all of such party's property or providing for the liquidation or dissolution of such party's property or business affairs; then, in any such event, the City party, at its option and without prior notice, may terminate this Agreement effective immediately. In such event, the rights and obligations for the parties shall be the same as provided for in Section 5.5.

5.5 EFFECT OF TERMINATION

a. Upon termination or expiration of this Agreement, (i) the City shall pay to PayByPhone any portion of the Fees then accrued and properly payable under this Agreement; (ii) City shall promptly return to PayByPhone all materials in its possession with the performance of the Services hereunder; and (iii) City shall discontinue all use of the Technology and intellectual property of PayByPhone.

b. Notwithstanding the exercise by any party of its rights under this Article 5, no termination of this Agreement shall relieve either party of its liability for the payment or performance of any obligation accrued prior to the Termination Date (including any indemnification obligation arising hereunder, whether or not notice of such indemnification claim has been given before such termination, or of any rights or obligations under any other provisions, which, by their meaning or content, are intended to survive the termination hereof).

SECTION 6
INDEMNIFICATION AND INSURANCE REQUIREMENTS

6.1 INDEMNIFICATION

Each party agrees to indemnify, defend and hold harmless (the "Indemnifying Party") the other party and its officers, employees, agents, and contractors (the "Indemnified Party"), from and against any and all actions (whether at law or in equity), claims, liabilities, losses, and expenses, including, but not limited to, attorneys' fees and costs, for personal, economic or bodily injury, wrongful death, loss of or damage to property, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of the Indemnifying Party, its officers, employees, agents, contractors, or any other person or entity acting under Indemnifying Party control or supervision, in connection with, related to, or as a result of the Indemnifying Party performance under this Agreement. To that extent, the Indemnifying Party shall pay all such claims and losses and shall pay all such costs and judgments which may be issued from any lawsuit arising from such claims and losses, and shall pay all costs and attorney's fees expended by the Indemnified Party in the defense of such claims and losses, including appeals. The Indemnifying Party expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Indemnifying Party shall in no way limit the Indemnifying Party's responsibility to indemnify, keep, and save harmless and defend the Indemnified Party or its officers, employees, agents, and instrumentalities as herein provided.

6.2 INSURANCE REQUIREMENTS

The Vendor shall maintain the below-required insurance in effect prior to awarding the agreement and for the duration of the agreement. The maintenance of proper insurance coverage is a material element of the agreement and failure to maintain or renew coverage may be treated as a material breach of the contract, which could result in withholding of payments or termination of the Agreement.

A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440, and Employer Liability Insurance for bodily injury or disease. Should the Vendor be exempt from this Statute, the Vendor and each employee shall hold the City harmless from any injury incurred during the performance of the Contract. The exempt Vendor shall also submit (i) a written statement detailing the number of employees and that they are not required to carry Workers' Compensation insurance and do not anticipate hiring any additional employees during the term of this contract or (ii) a copy of a Certificate of Exemption.

B. Commercial General Liability Insurance on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than $1,000,000 per occurrence, and $2,000,000 general aggregate.

C. Automobile Liability Insurance covering any automobile, if the vendor has no owned automobiles, then coverage for hired and non-owned automobiles, with a limit no less than $1,000,000 combined per accident for bodily injury and property damage.

D. Umbrella Liability Insurance in an amount no less than $5,000,000 per occurrence. The umbrella coverage must be as broad as the primary General Liability coverage.

Additional Insured – City of Miami Beach must be included by endorsement as an additional insured with respect to all commercial general liability policies arising out of work or operations performed on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed in the form of an endorsement to the Vendor's insurance.

Notice of Cancellation – Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the City of Miami Beach c/o EXIGIS Insurance Compliance Services.

Waiver of Subrogation – Vendor agrees to obtain any endorsement that may be necessary to affect the waiver of subrogation on the coverages required. However, this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers – Insurance must be placed with insurers with a current A.M. Best rating of A:VII or higher. If not rated, exceptions may be made for members of the Florida Insurance Funds (i.e. FWCIGA, FAJUA). Carriers may also be considered if they are licensed and authorized to do insurance business in the State of Florida.

Verification of Coverage – Vendor shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Vendor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

CERTIFICATE HOLDER ON ALL COI MUST READ:

CITY OF MIAMI BEACH
c/o EXIGIS Insurance Compliance Services
P.O. Box 947
Murrieta, CA 92564

Kindly submit all certificates of insurance, endorsements, exemption letters to our servicing agent, EXIGIS, at:

Certificates-miamibeach@riskworks.com

Special Risks or Circumstances - The City of Miami Beach reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

SECTION 7
LITIGATION JURISDICTION/VENUE/JURY TRIAL WAIVER

This Agreement shall be construed in accordance with the laws of the State of Florida. This Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. By entering into this Agreement, Vendor and the City expressly waive any rights either party may have to a trial by jury of any civil litigation related to or arising out of this Agreement.

SECTION 8
LIMITATION OF CITY'S LIABILITY

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action, for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds one times the total amounts paid to PayByPhone under this agreement in the 12 month period preceding the event giving rise to the claim. Vendor hereby expresses its willingness to enter into this Agreement with Vendor's recovery from the City for any damage action for breach of contract to be limited to a maximum amount of one times the total amounts paid to PayByPhone under this agreement in the 12 month period preceding the event giving rise to the claim.

Accordingly, and notwithstanding any other term or condition of this Agreement, Vendor hereby agrees that the City shall not be liable to the Vendor for damages in an amount in excess of one times the total amounts paid to PayByPhone under this agreement in the 12 month period preceding the event giving rise to the claim for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement.

Nothing contained in this section or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability, as set forth in Section 768.28, Florida Statutes.

In no event shall any party be liable for consequential, special, indirect or incidental damages, including but not limited to any damages resulting from loss of use or profits arising out of or in connection with this agreement, whether in an action based on contract, tort (including negligence) or any other legal theory, even if the party has been advised of the possibility of such damages.

SECTION 9
DUTY OF CARE/COMPLIANCE WITH APPLICABLE LAWS/PATENT RIGHTS; COPYRIGHT; AND CONFIDENTIAL FINDINGS

9.1 DUTY OF CARE

With respect to the performance of the Services contemplated herein, Vendor shall exercise that degree of skill, care, efficiency and diligence normally exercised by reasonable persons and/or recognized professionals with respect to the performance of comparable work and/or services.

9.2 COMPLIANCE WITH APPLICABLE LAWS

In its performance of the Services, Vendor shall comply with all applicable laws, ordinances, and regulations of the City, Miami-Dade County, the State of Florida, and the federal government, as applicable.

9.3 PATENT RIGHTS; COPYRIGHT; CONFIDENTIAL FINDINGS

a. PayByPhone agrees to defend and indemnify City for all losses, costs and damages resulting from a claim and/or determination that the Services as supplied to the City infringe any United States patent rights, copyrights or trademarks provided that: City promptly notifies PayByPhone in writing upon City becoming aware of the existence of any such suit, action, proceeding or threat; allows PayByPhone sole control of the defense and/or settlement thereof; provides such reasonable cooperation as PayByPhone may require; and, makes no admissions or other statements which may be prejudicial to PayByPhone. In no event shall City consent to any judgment or decree or do any other act in compromise of any such claim without PayByPhone's express prior written consent. In no event will PayByPhone be liable for the payment of any amount agreed to in settlement without its express consent.

b. In the event that the City is enjoined from its use of the Services due to a proceeding based upon the infringement of patent, copyright or trademark in the United States, PayByPhone shall, at its option, either:

i. promptly render the product non-infringing and capable of providing services as intended; or
ii. procure for City and its customers the right to continue using its product; or
iii. replace the product with non-infringing goods; or
iv. remove the product and refund any expense of the City.

c. PayByPhone shall have no liability in respect of any claim based upon:

i. use, operation or combination of its product with software, hardware, data, or equipment not supplied by PayByPhone if such infringement would have been avoided but for such use, operation or combination; or
ii. use of products other than in accordance with PayByPhone's specifications if such infringement would have been avoided but for use of the Products not in accordance with PayByPhone specifications; or
iii. its products that have been modified by any party other than PayByPhone if such infringement would have been avoided but for such modification.

d. Neither party will disclose the other party's or its affiliates' confidential or proprietary information, including Transaction Data and User Profile Data ("Confidential Information") (including the terms of this Agreement and any information provided by the other party that is confidentially maintained or proprietary or which derives value from not being generally known to persons who can obtain economic value from its disclosure or use or that a reasonable person would consider confidential, given the context) except:

i. with the other party's consent;

ii. to employees, agents and contractors who have a need to know in the discharge of their duties and who are subject to a contractual obligation to keep such information confidential that is at least as restrictive as this Agreement; or

iii. when required to do so by law or by any binding rule, order or request.

For purposes of this Section 9.3, the parties agree that confidential or proprietary information does not include any information that is:

i. already known to the receiving party at the time of disclosure hereunder (other than from the other party or its affiliates) as demonstrated by its written records;

ii. now or hereafter becomes publicly known other than through acts or omissions of the receiving party, or anyone to whom the receiving party disclosed such information;

iii. disclosed to the receiving party, by a third party, under no obligation of confidentiality to the disclosing party or any other party; or

iv. independently developed by the receiving party without reliance on the confidential information of the disclosing party as shown by its written records.

Each party shall exercise reasonable commercial care in protecting the confidentiality of the other party's confidential information disclosed to it. The parties agree that an actual or threatened breach of this provision would result in irreparable harm to the party whose confidential information would be disclosed in breach, and shall entitle that party to temporary or permanent injunctive relief without proof of actual damages.

SECTION 10
GENERAL PROVISIONS

10.1 AUDIT AND INSPECTIONS

Upon reasonable verbal or written notice to Vendor, and at any time during normal business hours (i.e. 9AM – 5PM, Monday through Fridays, excluding nationally recognized holidays), and as often as the City Manager may, in his/her reasonable discretion and judgment, deem necessary, there shall be made available to the City Manager, and/or such representatives as the City Manager may deem to act on the City's behalf, to audit, examine, and/ or inspect, any and all other documents and/or records relating to all matters covered by this Agreement. Vendor shall maintain any and all such records at its place of business at the address set forth in the "Notices" section of this Agreement.

10.2 INSPECTOR GENERAL AUDIT RIGHTS

(A) Pursuant to Section 2-256 of the Code of the City of Miami Beach, the City has established the Office of the Inspector General which may, on a random basis, perform reviews, audits, inspections and investigations on all City contracts, throughout the duration of said contracts. This random audit is separate and distinct from any other audit performed by or on behalf of the City.

(B) The Office of the Inspector General is authorized to investigate City affairs and empowered to review past, present and proposed City programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor City projects and programs. Monitoring of an existing City project or program may include a report concerning whether the project is on time, within budget and in conformance with the contract documents and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Vendor, its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption. Pursuant to Section 2-378 of the City Code, the City is allocating a percentage of its overall annual contract expenditures to fund the activities and operations of the Office of Inspector General.

(C) Upon ten (10) days written notice to the Vendor, the Vendor shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General is empowered to retain the services of independent private sector auditors to audit, investigate, monitor, oversee, inspect and review operations activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Vendor its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption.

(D) The Inspector General shall have the right to inspect and copy all documents and records in the Vendor's possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.

(E) The Vendor shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this Agreement, for examination, audit, or reproduction, until three (3) years after final payment under this Agreement or for any longer period required by statute or by other clauses of this Agreement. In addition:

i. If this Agreement is completely or partially terminated, the Vendor shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and

ii. The Vendor shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this Agreement until such appeals, litigation, or claims are finally resolved.

(F) The provisions in this section shall apply to the Vendor, its officers, agents, employees, subcontractors and suppliers. The Vendor shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Vendor in connection with the performance of this Agreement.

(G) Nothing in this section shall impair any independent right to the City to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the City by the Vendor or third parties.

10.3 ASSIGNMENT, TRANSFER OR SUBCONSULTING

With the exception of an assignment to PayByPhone's parent company, Vendor shall not subcontract, assign, or transfer all or any portion of any work and/or service under this Agreement without the prior written consent of the City Manager, which consent, if given at all, shall be in the Manager's sole judgment and discretion. Neither this Agreement, nor any term or provision hereof, or right hereunder, shall be assignable unless as approved pursuant to this section, and any attempt to make such assignment (unless approved) shall be void.

10.4 PUBLIC ENTITY CRIMES

Prior to commencement of the Services, the Vendor shall file a State of Florida Form PUR 7068, Sworn Statement under Section 287.133(3)(a) Florida Statute on Public Entity Crimes with the City's Procurement Division.

10.5 NO DISCRIMINATION

In connection with the performance of the Services, the Vendor shall not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, sex, age, disability, religion, income or family status.

Additionally, Vendor shall comply fully with the City of Miami Beach Human Rights Ordinance, codified in Chapter 62 of the City Code, as may be amended from time to time, prohibiting discrimination in employment, housing, public accommodations, and public services on account of actual or perceived race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, age, disability, ancestry, height, weight, domestic partner status, labor organization membership, familial situation, or political affiliation.

10.6 CONFLICT OF INTEREST

Vendor herein agrees to adhere to and be governed by all applicable Miami-Dade County Conflict of Interest Ordinances and Ethics provisions, as set forth in the Miami-Dade County Code, as may be amended from time to time; and by the City of Miami Beach Charter and Code, as may be amended from time to time; both of which are incorporated by reference as if fully set forth herein.

Vendor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of the Services. Vendor further covenants that in the performance of this Agreement, Vendor shall not employ any person having any such interest. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefits arising therefrom.

10.7 VENDOR'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

(A) Vendor shall comply with Florida Public Records law under Chapter 119, Florida Statutes, as may be amended from time to time.

(B) The term "public records" shall have the meaning set forth in Section 119.011(12), which means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the City.

(C) Pursuant to Section 119.0701 of the Florida Statutes, if the Vendor meets the definition of "Contractor" as defined in Section 119.0701(1)(a), the Vendor shall:

(1) Keep and maintain public records required by the City to perform the service;

(2) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the Agreement if the Vendor does not transfer the records to the City;

(4) Upon completion of the Agreement, transfer, at no cost to the City, all public records in possession of the Vendor or keep and maintain public records required by the City to perform the service. If the Vendor transfers all public records to the City upon completion of the Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

(D) REQUEST FOR RECORDS; NONCOMPLIANCE.

(1) A request to inspect or copy public records relating to the City's contract for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Vendor of the request, and the Vendor must provide the records to the City or allow the records to be inspected or copied within a reasonable time.

(2) Vendor's failure to comply with the City's request for records shall constitute a breach of this Agreement, and the City, at its sole discretion, may: (1) unilaterally terminate the Agreement; (2) avail itself of the remedies set forth under the Agreement; and/or (3) avail itself of any available remedies at law or in equity.

(3) A Vendor who fails to provide the public records to the City within a reasonable time may be subject to penalties under s. 119.10.

(E) CIVIL ACTION.

(1) If a civil action is filed against a Vendor to compel production of public records relating to the City's contract for services, the court shall assess and award against the Vendor the reasonable costs of enforcement, including reasonable attorneys' fees, if:

a. The court determines that the Vendor unlawfully refused to comply with the public records request within a reasonable time; and

b. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Vendor has not complied with the request, to the City and to the Vendor.

(2) A notice complies with subparagraph (1)(b) if it is sent to the City's custodian of public records and to the Vendor at the Vendor's address listed on its contract with the City or to the Vendor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

(3) A Vendor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

(F) **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

CITY OF MIAMI BEACH
ATTENTION: RAFAEL E. GRANADO, CITY CLERK
1700 CONVENTION CENTER DRIVE
MIAMI BEACH, FLORIDA 33139
E-MAIL: RAFAELGRANADO@MIAMIBEACHFL.GOV
PHONE: 305-673-7411

10.8 FORCE MAJEURE

(A) A "Force Majeure" event is an event that (i) in fact causes a delay in the performance of the Vendor or the City's obligations under the Agreement, and (ii) is beyond the reasonable control of such party unable to perform the obligation, and (iii) is not due to an intentional act, error, omission, or negligence of such party, and (iv) could not have reasonably been foreseen and prepared for by such party at any time prior to the occurrence of the event. Subject to the foregoing criteria, Force Majeure may include events such as war, civil insurrection, riot, fires, epidemics, pandemics, terrorism, sabotage, explosions, embargo restrictions, quarantine restrictions, transportation accidents, strikes, strong hurricanes or tornadoes, earthquakes, or other acts of God which prevent performance. Force Majeure shall not include technological impossibility,

inclement weather, or failure to secure any of the required permits pursuant to the Agreement.

(B) If the City or Vendor's performance of its contractual obligations is prevented or delayed by an event believed by to be Force Majeure, such party shall immediately, upon learning of the occurrence of the event or of the commencement of any such delay, but in any case within fifteen (15) business days thereof, provide notice: (i) of the occurrence of event of Force Majeure, (ii) of the nature of the event and the cause thereof, (iii) of the anticipated impact on the Agreement, (iv) of the anticipated period of the delay, and (v) of what course of action such party plans to take in order to mitigate the detrimental effects of the event. The timely delivery of the notice of the occurrence of a Force Majeure event is a condition precedent to allowance of any relief pursuant to this section; however, receipt of such notice shall not constitute acceptance that the event claimed to be a Force Majeure event is in fact Force Majeure, and the burden of proof of the occurrence of a Force Majeure event shall be on the requesting party.

(C) No party hereto shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable, in whole or in part, by Force Majeure to carry out such obligations. The suspension of any of the obligations under this Agreement due to a Force Majeure event shall be of no greater scope and no longer duration than is required. The party shall use its reasonable best efforts to continue to perform its obligations hereunder to the extent such obligations are not affected or are only partially affected by the Force Majeure event, and to correct or cure the event or condition excusing performance and otherwise to remedy its inability to perform to the extent its inability to perform is the direct result of the Force Majeure event with all reasonable dispatch.

(D) Obligations pursuant to the Agreement that arose before the occurrence of a Force Majeure event, causing the suspension of performance, shall not be excused as a result of such occurrence unless such occurrence makes such performance not reasonably possible. The obligation to pay money in a timely manner for obligations and liabilities which matured prior to the occurrence of a Force Majeure event shall not be subject to the Force Majeure provisions.

(E) Notwithstanding any other provision to the contrary herein, in the event of a Force Majeure occurrence, the City may, at the sole discretion of the City Manager, suspend the City's payment obligations under the Agreement, and may take such action without regard to the notice requirements herein. Additionally, in the event that an event of Force Majeure delays a party's performance under the Agreement for a time period greater than thirty (30) days, the City may, at the sole discretion of the City Manager, terminate the Agreement on a given date, by giving written notice to Vendor of such termination. If the Agreement is terminated pursuant to this section, Vendor shall be paid for any Services satisfactorily performed up to the date of termination; following which the City shall be discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement. In no event will any condition of Force Majeure extend this Agreement beyond its stated term.

10.9 E-VERIFY

(A) Vendor shall comply with Section 448.095, Florida Statutes, "Employment Eligibility" ("E-

Verify Statute"), as may be amended from time to time. Pursuant to the E-Verify Statute, commencing on January 1, 2021, Vendor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees during the Term of the Agreement, provide an affidavit stating that the Vendor does not employ, contract with, or subcontract with an unauthorized alien, or, upon the City's written request, otherwise demonstrate Vendor's compliance with Section 448.095 as described therein. Additionally, Vendor shall expressly require any subcontractor performing work or providing services pursuant to the Agreement to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract Term, as applicable. If Vendor enters into a contract with an approved subcontractor, the subcontractor must provide the Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Vendor shall maintain a copy of such affidavit for the duration of the Agreement or such other extended period as may be required under this Agreement.

(B) TERMINATION RIGHTS.

(1) If the City has a good faith belief that Vendor has knowingly violated Section 448.09(1), Florida Statutes, the City shall terminate this Agreement with Vendor for cause, and the City shall thereafter have or owe no further obligation or liability to Vendor.

(2) If the City has a good faith belief that a subcontractor has knowingly violated the foregoing Subsection 10.9(A), but the Vendor otherwise complied with such subsection, the City will promptly notify the Vendor and order the Vendor to immediately terminate the Agreement with the subcontractor. Vendor's failure to terminate a subcontractor shall be an event of default under this Agreement, entitling City to terminate the Vendor's contract for cause.

(3) A contract terminated under the foregoing Subsection (B)(1) or (B)(2) is not in breach of contract and may not be considered as such.

(4) The City or Vendor or a subcontractor may file an action with the Circuit or County Court to challenge a termination under the foregoing Subsection (B)(1) or (B)(2) no later than 20 calendar days after the date on which the contract was terminated.

(5) If the City terminates the Agreement with Vendor under the foregoing Subsection (B)(1), Vendor may not be awarded a public contract for at least 1 year after the date of termination of this Agreement.

(6) Vendor is liable for any additional costs incurred by the City as a result of the termination of this Agreement under this Section 10.9.

10.10 **TRADEMARKS; PROMOTION MATERIALS**

PayByPhone hereby grants the City a non-transferable, non-sublicensable, non-exclusive license to use its name and trademarks, without modification unless approved by PayByPhone, solely in connection with the City's marketing and use of the Services in the City facilities.

10.11 **STATUS MEETINGS**

On periodic basis, but not less than quarterly, an appropriate representative of each party shall conduct a joint meeting to discuss the status of the Services, as well as to answer questions, gather information and resolve disputes that may occur from time to time. It is the expectation of the parties that the representatives of the parties shall communicate directly with one another and

work directly with one another to ensure that all Services provided hereunder are completed on a timely and complete basis. All meetings pursuant to this Section 10.11 may be face to face, video or telephonic meetings as may be agreed upon by the parties. Each party shall bear its own costs of attending or participating in such meetings.

10.12 SIGNAGE

PayByPhone shall, at no cost to the City, coordinate with the City's other mobile parking payment provider, ParkMobile, to design, procure, and deliver all signage for the Parking Locations, including any signage necessary to replace outdated signage placed at a Parking Location under a previous agreement. All signage shall include information for both ParkMobile and PayByPhone equally. ParkMobile and PayByPhone shall coordinate the production of the Signage and shall secure the prior written approval of the City. Upon receiving approval from the City, PayByPhone and ParkMobile shall produce and deliver all signage to the City. The City shall be responsible for the costs of all subsequent Signage for go-live or additional phase areas. The City is responsible for the installation of all signs and decals.

The number of signs included for a Parking Location shall be mutually agreed upon by the City, PayByPhone, and ParkMobile for each Parking Location.

SECTION 11
NOTICES

Until changed by notice, in writing, all such notices and communications shall be addressed as follows:

TO VENDOR:

PayByPhone US Inc.
c/o PayByPhone Technologies Inc.
600-1290 Homer Street
Vancouver, BC V6B 2Y5
Canada
Attn: Legal

With a copy to: legal@paybyphone.com

TO CITY:

City of Miami Beach, Parking Department
C/O Parking Director
1755 Meridian Avenue, 2nd Floor
Miami Beach, Florida 33139
MonicaBeltran@miamibeachfl.gov

All notices mailed electronically to either party shall be deemed to be sufficiently transmitted.

SECTION 12
MISCELLANEOUS PROVISIONS

12.1 CHANGES AND ADDITIONS

This Agreement cannot be modified or amended without the express written consent of the parties. No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. In the event Client wishes to add new Parking Locations in addition to the Initial Parking Locations (the "Additional Parking Locations") or to add parking spaces to an existing Parking Location, the amendment will be effective against both parties if it is in the form of email between implementation personnel of the parties and, effective the date of such email, the Exhibit B will be read to include these Additional Parking Locations or parking spaces.

12.2 SEVERABILITY

If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected and every other term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

12.3 WAIVER OF BREACH

A party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A party's waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

12.4 JOINT PREPARATION

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

12.5 REPRESENTATIONS and WARRANTIES

Each of PayByPhone and City hereby represents, warrants, and covenants to the other party hereto as follows:

(a) It is duly organized and validly existing under the laws of the state of its incorporation and has full power and authority to carry on its business as it is now being conducted and to own and operate its properties and assets;

(b) The execution, delivery and performance of this Agreement by such party has been duly authorized by all requisite corporate or limited liability company action, as applicable;

(c) It has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and

(d) The execution, delivery and performance by it of this Agreement and its compliance with the terms and provisions hereof do not and will not conflict with or result in a breach of any of the terms or provisions of or constitute a default under the provisions of its charter documents or bylaws, or any order, writ, injunction or decree of any court or governmental authority entered against it or by which any of its property is bound.

12.6 DISCLAIMER OF WARRANTIES

THE SERVICES ARE PROVIDED "AS IS" AND WITH ALL FAULTS RELATED TO ANY THIRD PARTY HARDWARE OR EQUIPMENT AS MAY BE REQUIRED FOR USE OF THE PAYBYPHONE SERVICE. PAYBYPHONE DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, DIRECTLY OR INDIRECTLY, INCLUDNG WITHOUT LIMITATION, ANY WARRANTY OF CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF USE WITH RESPECT TO, ARISING OUT OF OR IN CONNECTION WITH ANY THIRD PARTY HARDWARE USED IN CONNECTION WITH THE SERVICES TO BE PERFORMED HEREUNDER BY SUCH PARTY OR THE RESULTS OBTAINED THEREBY.

12.7 ENTIRETY OF AGREEMENT

The City and Vendor agree that this is the entire agreement between the parties. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Title and paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the parties to this Agreement.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials, as of the date first entered above.

FOR CITY:

CITY OF MIAMI BEACH, FLORIDA

ATTEST:

By: _____
Rafael E. Granado, City Clerk

_____
Alina T. Hudak, City Manager

Date: _____

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 12/22/23
Date

FOR VENDOR:

PAYBYPHONE US INC.

By: _____

_____
Satyajit (Sonny) Samra, President

Date: _____

EXHIBIT A
SERVICE AGREEMENT

EXHIBIT A
COOPERATION AND SERVICE AGREEMENT

For the purposes of this Exhibit C – Cooperation and Service Agreement, "PayByPhone" shall mean PayByPhone US Inc., a provider of enhanced mobile commerce solutions, a Delaware corporation with its address at 48 Wall Street, Suite 1100, New York, New York 10005 and "Client" shall mean the City of Miami Beach, a provider of parking services with its address at: 1700 Convention Center Drive, Miami Beach, Florida, 33139.

AGREEMENT

Section 1 THE PAYBYPHONE MOBILE PAYMENT PLATFORM AND APPLICATIONS

1.1 PAYBYPHONE MOBILE PAYMENT APPLICATION

PayByPhone agrees to roll out the PayByPhone mobile payment service for use at Client's managed and owned parking facilities as agreed upon by PayByPhone and Client, to allow for consumers to pay for the use of Client's parking facilities through personal wireless devices (e.g., cellular telephones) or other wireless systems. QR code access to the payment service is not included.

1.2 PAYBYPHONE MANAGEMENT INFORMATION SYSTEM

PayByPhone will operate and manage a software application for Client that will provide near real time information and management reports on the transactions conducted utilizing the PayByPhone mobile payment service (the "Portal"). PayByPhone will host the Portal on its network. Client will access the Portal through a browser-based program installed on Client's computer hardware.

1.3 COMPUTER, NETWORKING AND TELECOMMUNICATION SYSTEMS

PayByPhone will own or possess, and will operate and maintain, all computer and networking hardware and software and data required to operate the PayByPhone mobile payment services service as contemplated in this Agreement, other than Client's existing computer and telecommunications systems.

1.4 MOBILE PAYMENT SERVICE ENFORCEMENT

Client agrees to supply Wireless Devices to employees in the field to provide real time confirmation of validly parked vehicles.

1.5 REPORTS

PayByPhone will provide Client with a set of standard self-serve reports in the Portal. Any changes or customizations to the standard set of reports will be subject to PayByPhone's prior approval and then-current PayByPhone professional services fees.

See https://www.paybyphone.com/pdf/us/pbp_professionalservicessamplerates.pdf for sample rates.

1.6 PAYBYPHONE INTERACTIVE VOICE RESPONSE

PayByPhone will provide the PayByPhone interactive voice response solution ("IVR") for use at Client's managed and/or owned parking facilities, as agreed upon by PayByPhone and Client, to allow for consumers to call and pay for the use of the Parking Location by calling the applicable service number displayed on the parking sign, parking meter, and/or pay station. Client is responsible for paying all Transaction Fees, as outlined in Appendix A, for each Transaction made through IVR.

1.7 PAYBYPHONE RIGHTS & RATES

PayByPhone will provide Client with the PayByPhone Rights & Rates service ("Rights & Rates") to allow Client to control eligibility to park at Client parking facilities and to assign special parking rules and prices to select segments of drivers. In this Agreement, a "Right" is the entitlement to start a parking session at a Parking Location and/or qualify for a specific rate/restriction. Client is responsible for paying the Rights & Rates implementation and

subscription fees, as outlined in Appendix A, for the number of Client parking spaces as agreed upon between PayByPhone and Client.

1.8 USE OF QR CODE

At Client's request, as part of the PayByPhone mobile payment service, PayByPhone will provide to Client, and include on the relevant signage at Client's parking facilities or in marketing materials, QR codes which will allow consumers to access the PayByPhone mobile payment service through QR code scanning, at no additional cost. Client acknowledges that inclusion of QR codes in the payment service is associated with a material risk of fraudulent activity by third parties who may manually replace QR codes on Client signage with their own codes and redirect the consumers to their sites for payment, resulting in losses to Client, PayByPhone and consumers. Client releases PayByPhone from any liability for any claims, actions or losses resulting from or associated with such fraudulent activity at Client's parking facilities and, to the extent permitted by law, agrees to indemnify PayByPhone against any and all third party claims, actions, losses resulting from or arising out of such fraudulent activity, as set out in section 8.2 of this Agreement. Client will reimburse PayByPhone for the cost of removing fraudulent QR signage from Client's parking facilities and for the costs of customer support and call centre fees associated with calls related to fraudulent signage at Client's parking spaces. PayByPhone will provide evidence supporting determination of the costs, but PayByPhone's calculations will be conclusive of the same. PayByPhone reserves the right to discontinue the support for the QR code feature with 10 day written notice to Client if the fraudulent activity at Client's parking facilities persists for longer than 6 weeks.

1.9 PAYBYPHONE VALIDATIONS PORTAL

Subject to the terms and conditions of this Agreement, PayByPhone will provide Client a parking validation subscription service, which allows Client to access a web-based parking validation and complimentary parking management portal to enter and manage license plate information to validate consumer parking sessions (the "Validations Portal"). Client is responsible for paying all Validations Portal fees, as set out in Appendix A, for the Parking Location(s), as agreed upon between PayByPhone and Client. Notwithstanding anything contrary to this Agreement, Client may not terminate its subscription to the Validations Portal for any reason for six months from the date the Validations Portal is set up for Client. Client shall not: (a) reverse engineer, decompile, dissemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, know-how or algorithms relevant to the Validations Portal; (b) create derivative works based on the Validations Portal; or (c) encourage or assist any third party to do the foregoing.

Section 2 FEES AND PAYMENTS

2.1 MERCHANT ACCOUNT

Merchant account refers to Client's merchant account set up with Client's acquiring bank. PayByPhone will cover the cost of linking one (1) Client merchant account with PayByPhone's gateway provider. Client agrees to cover the cost of merchant account updates including all third party fees and then-current PayByPhone professional services

2.2 TRANSACTION TESTING

PayByPhone reserves the right to execute test transactions from time to time to ensure top performance of the system and account. PayByPhone may execute up to ten test transactions per month without adjusting the Client invoice.

2.3 THIRD PARTY INTEGRATION

In the event that system changes (such as upgrades) by a third party that will impact the PayByPhone integration with Client sub-systems such as enforcement, Client agrees to pay for all PayByPhone development costs required to maintain such integration. PayByPhone will notify Client, in advance, of any such integration costs that could be added.

Section 3 EXCLUSIVITY

The parties expressly acknowledge that Client currently engages, and/or may in the future, at its option, add, other providers of mobile parking payment applications ("Third Party Providers"), through contracts for the same parking facilities and metered stalls covered by this Agreement.

Section 4 MARKETING, PROMOTION AND USER EDUCATION

4.1 MARKETING EVENTS

PayByPhone may conduct on-site marketing events and campaigns for its service, whereby PayByPhone will inform parking lot consumers of the availability of the PayByPhone mobile payment services as well as any promotions available, with the knowledge and approval of Client which is not to be unreasonably withheld.

4.2 CLIENT TRAINING

PayByPhone will provide initial training to Client using a "Train the Trainer" (the "Client Trainer") model on the self-served PayByPhone Service Management Interface (SMI). The said Client Trainer will, at its own expense, train its staff and employees, including patrollers, to operate the mobile payment services and related applications and technology. Additional training sessions are available at the then current professional services rates. See https://www.paybyphone.com/pdf/us/pbp_professionalservicessamplerates.pdf for sample rates.

Section 5 INTELLECTUAL PROPERTY

5.1 INTELLECTUAL PROPERTY RIGHTS

5.1.1 The parties acknowledge and agree that any trademarks, patents, trade names, logos, trade dress, domain names, copyrights or licenses therein, or other enforceable intellectual property rights and whether in hard or electronic copy (collectively "Intellectual Property") belonging to the other party, given to them under this Agreement is and shall remain the property of that party for the duration of the Term of this Agreement.

5.1.2 Except as expressly stated, nothing in this Agreement shall be deemed or interpreted to convey, transfer or assign any Intellectual Property rights to the other party.

5.1.3 Each party reserves the right to approve in advance the use of its Intellectual Property by the other party in upon the advance written approval or as previously agreed upon in writing by the parties.

5.1.4 Upon termination of this Agreement for any reason the parties will use reasonable endeavours to ensure that all such Intellectual Property and material are removed from display and/or destroyed at the request of the other party save where such Intellectual Property is held by the parties in compliance with any statutory obligations and/or the maintenance of proper records.

5.1.5 The parties undertake that they have all necessary permissions, licenses and rights to use the Intellectual Property of third parties for the purposes of this Agreement.

5.1.6 To the extent permitted by law, each party shall indemnify (for the purposes of this clause, the "Indemnifying Party") the other (for the purposes of this clause the "Indemnified Party") against all actions, claims, proceedings, costs and expenses (including reasonable legal fees) arising from any actual infringement of Intellectual Property rights of whatever nature insofar as these relate to the Intellectual Property rights developed and owned by the Indemnifying Party or licensed to the Indemnified Party which claims, actions or proceedings arise as a result of the Indemnified Party's use of any of the Services, except that the indemnity shall not apply to any actions, claims or proceedings which are attributable to any breach of contract or negligent act or omission on the part of the Indemnified Party or where such actions, claims or proceedings relate to any developments of the services carried out by or at the request of the Indemnified Party except where the Indemnifying Party knew or ought to have known that such

development of the services requested by the Indemnified Party would result in an infringement of Intellectual Property rights.

5.1.7 The Indemnified Party shall notify the Indemnifying Party in writing of any such action, claim or proceeding and shall not make any admission unless the Indemnifying Party gives prior written consent.

5.1.8 At the Indemnifying Party's request and expense, the Indemnified Party shall permit the Indemnifying Party to conduct all negotiations and litigation. The Indemnified Party shall give all assistance as the Indemnifying Party may reasonably request and the Indemnifying Party shall pay the Indemnified Party's costs and expenses so incurred.

5.1.9 The Indemnifying Party may, at its expense: (i) obtain a license to enable the Indemnified Party to continue to use the Services, or (ii) modify or replace the Services to avoid any alleged or actual infringement or breach, or (iii) terminate the provision of the affected elements of the Services. Where the Indemnifying Party exercises options (i) or (ii) the functionality of such modification or replacement shall not materially affect the performance of the Services.

5.2 CLIENT INFORMATION

5.2.1 "Client Data" means all data provided directly by the Client to PayByPhone in relation to this Agreement, including Client's parking rates, Client's identifiers for Parking Locations and parking stalls, merchant account information, enforcement equipment and practices, and parking policies.

5.2.2 During the term of this Agreement and for such time after as not expressly prohibited, PayByPhone may obtain, store and use such Client Data for any purpose, including without limitation providing and improving services under this Agreement, so long as it complies with applicable data protection laws, contractual obligations and any other applicable requirements with respect to the Client Data. PayByPhone shall retain exclusive ownership of all rights in any derivative data it develops based on Client Data.

5.2.3 Following termination of this Agreement, PayByPhone will, at Client's written request, return to Client or destroy all Client Data and copies thereof. Notwithstanding the foregoing, PayByPhone shall be permitted to retain such copies of, or any computer records or files containing, the Client Data: (a) that has been archived by PayByPhone's automatic electronic archiving and back-up procedures, to the extent created and retained in a manner consistent with PayByPhone's standard archiving and back-up procedures; and (b) to the extent required by applicable law.

5.3 CUSTOMER INFORMATION

5.3.1 The parties will share information and data directly relating to drivers' parking sessions through the PayByPhone service at the Parking Locations ("Parking Sessions") and as may be required by the Client for parking enforcement, fines, and proceedings ("Transaction Data"). Transaction Data may include vehicle license plate, parking session date, time, duration, zone number and amount paid, details of parking fines/violation notices, and parking session details obtained through customer service centre, and does not include User Profile Data (defined below).

5.3.2 In using, sharing, or otherwise processing Transaction Data, PayByPhone and Client must comply with applicable data protection laws, contractual obligations and any other applicable requirements. Each party is responsible to the PayByPhone service users and other third parties for its respective use, sharing and processing of Transaction Data, whether it performs such use, sharing and processing directly or through third parties. Each party acts as a "data controller" with respect to Transaction Data for the purposes any privacy legislation that uses that

concept and is applicable to the party's activities. Each party agrees to provide such assistance as is reasonably required to enable the other party to comply with the applicable data protection laws.

5.3.3 Any information about or with respect to PayByPhone service users that is not related to parking sessions at the Parking Locations, including without limitation, information provided by users upon registration for a PayByPhone account and data about the user's activity in the PayByPhone account or the PayByPhone applications ("User Profile Data") shall be exclusively owned by PayByPhone. PayByPhone shall retain exclusive ownership of all rights in any derivative data it develops based on Transaction Data and User Profile Data.

5.4 PAYBYPHONE'S SERVICES TO CUSTOMERS

The parties acknowledge that PayByPhone service users hold the PayByPhone account under terms of service established by PayByPhone. Under these terms of service, PayByPhone may offer users an option to receive service communications by SMS text ("SMS Communications"), including reminders to extend a parking session and confirmations of successful registration for a parking session. Client agrees that, at any time during the Term, PayByPhone may charge any users who opt into these services a fee ("SMS Fee") for each SMS Communication sent by PayByPhone with respect to an initial parking session or extension of a parking session and may set the amount of the SMS Fee with reference to the cost PayByPhone incurs in delivering this optional service. At the time of entering into this Agreement, the SMS Fee is equal to $0.15 inclusive of taxes payable by the user. PayByPhone will provide Client with 30 day written notice of an increase in the amount of the SMS Fee. PayByPhone shall be responsible for any taxes applicable to the SMS Fees. PayByPhone records will be conclusive evidence with respect to the amount of SMS Fees collected during a billing period. The SMS Fees will be added to the total charged to the user in respect of a parking session or extension of a parking session.

Unless under the terms of the Agreement PayByPhone is designated as the merchant of record for parking fees paid using PayByPhone mobile payment service, PayByPhone and Client agree to designate Client as the merchant of record for any SMS Fees only. In that case, Client will collect PayByPhone's SMS Fees and remit to PayByPhone. Remittance will be made via electronic payment or cheque and may be included in the amount that also includes fees payable by Client to PayByPhone under this Agreement.

Section 6 INTENTIONALLY OMITTED

Section 7 DISCLAIMER, INDEMNIFICATION AND LIMITATION OF LIABILITY

7.1 DISCLAIMER

Except as expressly set forth in this agreement, PayByPhone does not make, and hereby specifically disclaims, any representations or warranties, express or implied, regarding the PayByPhone mobile payment services, including any implied warranties of title, merchantability, fitness for a particular purpose or non-infringement. Client acknowledges that the PayByPhone mobile payment services and services furnished by PayByPhone under this agreement (including, without limitation, any servers or other hardware, software, applications and any other items used or provided by PayByPhone or any third parties in connection with providing access to or hosting any of the foregoing or the performance of any services by PayByPhone under this agreement) are provided by PayByPhone "as is".

7.2 PARKING RATES

Client will be given access to parking rate data in order to confirm the parking rates at each Parking Location via the Portal. PayByPhone will make every attempt at ensuring the rates are configured correctly; upon completion of each Parking Location setup, it is the Client's responsibility to ensure all rates are configured correctly. Failing to do so shall exclude PayByPhone from any liability. Client shall implement any parking rate changes via the Portal following the Parking Location setup. In the event Client requests that PayByPhone configure the parking rate changes after the Parking Location setup, Client shall provide PayByPhone with sufficient notice of the rate changes and such work

will be subject to PayByPhone's prior approval and then-current PayByPhone professional services fees. See https://www.paybyphone.com/pdf/us/pbp_professionalservicessamplerates.pdf for sample fees.

Section 8 MISCELLANEOUS

INTENTIONALLY OMITTED

8.1 NO AGENCY

Each party, in all matters relating to this Agreement, will act as an independent contractor and independent employers. Except as otherwise expressly set forth herein, neither party will have authority and will not represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other, or to represent the other as an agent, employee or in any other capacity. Except as otherwise expressly set forth herein, nothing in this Agreement shall be construed to have established any agency, joint venture or partnership between the parties. Neither party shall make any warranties or representations on behalf of the other party.

8.2 COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument. The parties further agree that a signature transmitted via facsimile shall be deemed original for all purposes hereunder.

8.3 CAPTIONS

The captions used in this Agreement are for convenience only and shall not affect in any way the meaning or interpretation of the provision set forth herein.

8.4 CLIENT'S CONDUCT OF BUSINESS THROUGH AFFILIATES

The parties acknowledge that Client may carry out its business through affiliates. Client agrees to cause its affiliates to take such actions and to execute such documents as may be reasonably required to give effect to this Agreement as though references to Client in this Agreement were references to Client and those of its affiliates through which it carries on the business of owning and operating parking facilities.

8.5 PCI-DSS: PAYMENT CARD INDUSTRY DATA SECURITY STANDARD

PayByPhone is responsible for the security of cardholder data which PayByPhone possesses or otherwise stores, processes, or transmits on behalf of the Client. PayByPhone abides by the rules and regulations set forth in the PCI-DSS.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

The City of Miami Beach

Signature: _____

Name: _____

Title: _____

Attest.
Signature: _____
Name: Rafael E. Granado, City Clerk
Date: _____

PayByPhone US Inc.
Signature: _____

Name: _____

Title: _____

EXHIBIT B
FEE SCHEDULE

EXHIBIT B
PAYBYPHONE FEES

All amounts are exclusive of any and all taxes, including taxes applicable on fees paid by the driver. For the purposes of this Agreement, "Transaction" includes (a) user registration for a parking session, permit, validation or extension at a Parking Location through the PayByPhone mobile payment service (whether or not any amount is payable to Client by the user), (b) a refund, (c) a charge reversal and (d) any other operation for which PayByPhone incurs a fee from its gateway provider or an acquirer, if applicable.

ITEM	*PRICE*
ONE-TIME SETUP FEES	
Signage – first round of signage production at service launch (installation not included)	Included
Training, consulting, marketing, and customer support as described in the Agreement *Marketing includes a standard launch package*	Included
Mobile payment services setup fee for all Initial Parking Locations	Waived[1]
Integration with enforcement solution software: PayByPhone will include 1 complimentary enforcement integration	Included
Standard PayByPhone city dynamic label	Included
TRANSACTION FEES	
Hourly Parking: Client pays to PayByPhone per Transaction—City serves as Merchant of Record (Client may charge user a non-embedded, on top of price of Convenience Fee of $0.35)	$0.35[2]
Monthly Parking Option: Client pays to PayByPhone per Transaction—City serves as Merchant of Record (Client may charge user a non-embedded, on top of price of Convenience Fee of $1.00)	$1.00[2]
Resident Rate Zero Fee Offering: Verified via PayByPhone's Rights & Rates solution (priced below), residents will receive a $0 cost Convenience Fee if the "double code offering" (see description below) is utilized.	$0.00 per authorized resident
Monthly minimum of total Transaction Fees	Waived
OPTIONAL FEES	
Additional Custom dynamic label	$1,000
Mobile payment service setup fee for Additional Parking Locations	Waived
IVR setup fee	Waived
IVR additional per transaction fee[4]	Waived—Included with standard transaction fee
Rights & Rates setup fee	Reduced $500
Rights & Rates monthly subscription fee for one (1) Right	$199 per month
Validation Portal setup fee	$1,500

EXHIBIT B
PAYBYPHONE FEES

Validation Portal monthly subscription fee	$250 per Parking Location/mo.

NOTES:

1. Mobile payment services setup fee (if applicable) includes configuration, testing, and implementation of a dedicated client account within the PayByPhone system; merchant account integration and testing; set up and training on reporting, customer service, and other elements of the PayByPhone Portal.
2. Any change in the Parking Rates will not affect the price the Client will pay to PayByPhone per Transaction. The Convenience Fee may only be increased by mutual agreement of both parties. Services covered by the Transaction Fee include interactive voice response solution (IVR). Client is responsible for paying all Transactions Fees for all Transactions made through the PayByPhone mobile application, web application, and/or IVR (if applicable).
3. Client is responsible for paying its own credit card processing and merchant banking fees, if Client is merchant of record (MOR).

Double Code Offering: PayByPhone assigns a location code for the area plus a resident location code that will be used by residents only, which provides a $0 Convenience Fee option for residents.

a. If a non-resident were to try to use this resident location and they were not authorized via Rights & Rates, they would be instructed to utilize the standard location code.

EXHIBIT C
TIMELINE/ SCHEDULE/SIGNAGE

PayByPhone & City of Miami Beach

Planned Scope of Work & Timeline - Mobile Payments

**All estimated dates and timeframes are dependent upon information being provided to PayByPhone by the City.*

Anticipated Start Date	Task Description	Initiating Lead Designation	PBP Team Member(s)	City Team Member(s)	Task Duration	Estimated Completion Date	Deliverable
11/1/2023	Contract Negotiation	Mutual	Sales, Legal	Procurement, City Manager, Parking, Legal	3 Weeks	22-Nov-23	Fully Executed Agreement
11/29/2023	Project Kickoff Call	PayByPhone	Sales, Implementation, Account Management, Integrations	Parking Admin, Finance, IT, Integration/Enforcement	1 Hour	11/29/2023	Workbook provided, which includes all information needed by PBP to work on the City's implementation for mobile payments. Clearly defined expectations and timelines will be discussed
11/29/2023	Workbook Complete	City		All relevant city/parking team members	2 weeks	12/13/2023	Workbook returned to PayByPhone with completed materials
11/29/2023	Merchant Account Setup	City	Implementation	Finance, Parking Admin	3-4 Weeks	12/27/2023	City to begin setting up merchant account ASAP to ensure available for test transactions necessary prior to go live.
12/13/2023	Enforcement Engaged	PayByPhone	Implementation	Parking Admin & Enforcement	3-4 weeks	1/3/2024	Upon City providing contact information for enforcement partner, PayByPhone will engage with provider to set up integration for enforcement purposes
12/6/2023	Signage Discussion	PayByPhone	Implementation	Parking Admin & Enforcement	2 weeks	12/27/2023	PayByPhone will discuss signage during weekly calls and create mock-ups for approval by City. Upon approval, signage will be ordered for delivery prior to estimated go live.
12/27/2023	Marketing Discussion	PayByPhone	Implementation	Parking Admin & Marketing	Ongoing	TBD	PayByPhone will discuss marketing strategies available to the City and discuss the City's marketing desires to plan marketing efforts to announce mobile payment launch within the City.
1/1/2024	Test Transactions - Merchant	PayByPhone	Implementation	Parking Admin & Finance	1-2 Weeks	1/15/2024	Test transactions will be submitted with coopration from the City to verify visibility within merchant account.
1/1/2024	Test Transactions - Enforcement	PayByPhone	Implementation	Parking Admin & Enforcement	1-2 Weeks	1/15/2024	Test transactions will be submitted with cooperation from the City to verify visibility within enforcement devices
1/1/2024	Signage Installation Planning	City		Parking Admin	1-2 Weeks	1/19/2024	City to install signage and decals with plans to have system live upon install.
1/23/2024	Go Live	PayByPhone	Implementation	Parking Admin	Ongoing	1/23/2024	Go live date may vary based on when signs are installed.

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MIAMIBEACH

COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Alina T. Hudak, City Manager
DATE: January 31, 2024

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING THE AGREEMENTS WITH PARKMOBILE, LLC, AND PAYBYPHONE US INC., PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) NO. 2023-051-WG FOR MOBILE PARKING PAYMENT SYSTEMS; AND AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE THE FINAL AGREEMENTS.

(ITEM TO BE SUBMITTED IN SUPPLEMENTAL)

SUPPORTING SURVEY DATA

TBD

FINANCIAL INFORMATION

TBD

Is this a "Residents Right to Know" item, pursuant to City Code Section 2-14?	Does this item utilize G.O. Bond Funds?
No	No

Legislative Tracking

Parking/Procurement

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Contract no. 23-051-02

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND PAYBYPHONE US INC. FOR MOBILE PARKING PAYMENT SYSTEM, PURSUANT TO REQUEST FOR QUALIFICATIONS 2023-051-WG

MAR 5 - 2024

This Professional Services Agreement ("PSA") and the **PayByPhone US Inc.**, Service Agreement ("Service Agreement"), collectively, the "Agreement" is entered into this _____("Effective Date"), between the **CITY OF MIAMI BEACH, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida, 33139 (the "City" or "Client"), and **PayByPhone US Inc.**, a Delaware Corporation, whose address is 48 Wall Street, Suite 1100, New York, New York 10005 ("Vendor" or "PayByPhone").

SECTION 1
DEFINITIONS

Additional Parking Locations:	As defined in Section 12.1 of the Agreement
Agreement:	This Professional Services Agreement between the City and Vendor, including any exhibits and amendments thereto and the PayByPhone Service Agreement, collectively the "Agreement".
City Manager:	The chief administrative officer of the City.
City Manager's Designee:	The City staff member who is designated by the City Manager to administer this Agreement on behalf of the City. The City Manager's designee shall be the Parking Department Director.
Vendor	For the purposes of this Agreement, Vendor shall be deemed to be an independent contractor, and not an agent or employee of the City
IP Rights:	Any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

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Parking Locations:	The location or locations of City's on-street parking, off-street parking, reservation parking, parking lots, parking decks, permitted parking, and other facilities where PayByPhone users may park.
Platform:	Access-controlled mobile and/or web applications, services or interfaces developed, hosted, or managed by, on behalf of, or in partnership with PayByPhone that are made available to Client to administer, configure, manage and/or monitor parking sessions, parking rates, and/or parking restrictions associated with City's Parking Locations.
Services:	The PayByPhone applications, the Platform and all services, work and actions by the Vendor performed or undertaken pursuant to the Agreement.
Convenience Fee:	The fee charged to the user by the City, as set forth in Exhibit B, that is non-embedded and on top of the Parking Rate.
Parking Rate:	The fee charged to the user by the City for use of the parking space.
Transaction Fee:	The fee charged by the Vendor to the City per Transaction as set forth in Exhibit B.
Proposal Documents:	Proposal Documents shall mean City of Miami Beach **RFQ No. 2023-051-WG for Mobile Parking Payment System**, together with all amendments thereto, issued by the City in contemplation of this Agreement RFQ, and the Vendor's proposal in response thereto ("Proposal"), all of which are hereby incorporated and made a part hereof; provided, however, that in the event of an express conflict between the Proposal Documents and this Agreement, the following order of precedent shall prevail: the Professional Services Agreement; the RFQ; the Services Agreement, and the Proposal.
Risk Manager:	The Risk Manager of the City, with offices at 1700 Convention Center Drive, Third Floor, Miami Beach, Florida 33139; telephone number (305) 673-7000, Ext. 26724; and fax number (305) 673-7529.
Transaction Data:	Information and data collected by the Vendor relating to drivers' parking sessions at the Parking Locations, which may include vehicle license plate, parking session date, time, duration, zone number and amount paid, details of parking fines/violation notices, and parking session details obtained through customer service center.
User Profile Data:	Any information about or with respect to PayByPhone service users that is not related to parking sessions at the Parking Locations, including without limitation, information provided by users upon registration for a PayByPhone account and data about the user's activity in the PayByPhone account or the PayByPhone applications.

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Merchant of Record: Refers to the entity that is authorized to receive customer payments to its merchant account set up with its acquiring bank, including credit card and any digital wallet transactions for Services.

SECTION 2
SCOPE OF SERVICES

2.1 In consideration of the Fee to be paid to Vendor by the City, Vendor shall provide the work and services described in Exhibit "A" hereto (the "Services").

Although the Vendor may be provided with a schedule of the available hours to provide its Services, the City shall not control nor have the right to control the hours of the Services performed by the Vendor; where the Services are performed (although the City will provide Vendor with the appropriate location to perform the Services); when the Services are performed, including how many days a week the Services are performed; how the Services are performed, or any other aspect of the actual manner and means of accomplishing the Services provided. Notwithstanding the foregoing, all Services provided by the Vendor shall be performed in accordance with the terms and conditions set forth in Exhibit "A" and to the reasonable satisfaction of the City Manager. If there are any questions regarding the Services to be performed, the Vendor should contact the following person:

Monica Beltran, Director, Parking Department
1755 Meridian Avenue, 2nd Floor
Miami Beach, Florida 33139
(305) 673-7000 ext. 26863
MonicaBeltran@miamibeachfl.gov

2.2 Vendor's Services, and any deliverables incident thereto, shall be completed in accordance with the timeline and/or schedule in Exhibit C hereto.

2.3 **Services Provided by PayByPhone.** During the Term (as defined herein), PayByPhone shall perform the services for the City as described in Exhibit A hereof (as amended, modified or supplemented from time to time upon the mutual written agreement of the parties, the "Services"). PayByPhone shall render the Services faithfully and to the best of its ability and in compliance with all applicable laws, Federal, State, and local laws, codes, ordinances, resolutions, administrative policies and procedures and/or rules and regulations, (collectively, "Applicable Laws"), devoting such time as is reasonably necessary to provide the Services. The precise times and manner of the performance of Services shall be as reasonably requested by the City, consistent with a schedule to be reasonably agreed upon from time to time by PayByPhone and the City. In connection with PayByPhone's performance of the Services, and in addition to PayByPhone's compliance with Applicable Laws, PayByPhone shall also be subject to, and agrees to abide by, such applicable policies, procedures, directions and restrictions as the City, in its sole and reasonable discretion, may establish from time to time and as communicated to PayByPhone. PayByPhone shall implement the Services within sixty (60) days of the Effective Date of this Agreement. The City acknowledges and agrees that PayByPhone is not liable or responsible for any delay in the implementation of the Services that is caused by any act or event outside the direct control of PayByPhone, including, but not limited to, a third party delaying integration set up.

Document Ref: I5PN4-XTQMF-OWVPR-MAW82

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If the City requires additional work and/or services that are not included in this Agreement, PayByPhone and the City shall negotiate such additional work and/or services, mutually agree on the amount of additional compensation, and memorialize the terms in a written amendment to this Agreement.

2.4 **Help and Support.** PayByPhone agrees to use its reasonable efforts to assist the City with any technical support that the City may reasonably require in relation to using the Services. In furtherance of the foregoing, PayByPhone agrees to provide the City with preventative maintenance, corrective maintenance, adaptive maintenance for the Platform and will provide City administrative staff email and telephone support with respect to the Services between 7 am to 4 pm EST, Monday to Friday. Each of PayByPhone and the City shall promptly notify the other of any errors or interruptions that arise during the City's use of PayByPhone's software or the Services hereunder.

2.5 **Errors and Corrections.** In the event of any errors or interruptions in the Services, PayByPhone's sole and exclusive obligation shall be to use reasonable efforts to repair or restore that portion of the Services as promptly as possible. Repair may take the form, at the option of PayByPhone, as the case may be, of: (i) corrected software applicable to the Services; (ii) corrected materials in hard copy or electronic form describing the use and operation of the software applicable to the Services, including any manuals and programming tools; (iii) instructions or procedures to bypass the problem until a more permanent correction can be implemented; or (iv) correction/clarification of the functional definition of the Services.

2.6 **Publicity of Services.** All brochures and promotional materials to be distributed by PayByPhone and the City in connection with the Services shall be in a form mutually agreed upon by the parties.

2.7 **Authority of Parties; Cooperation.** Each party acknowledges and agrees that it has no authority to act on behalf of the other party other than as set forth in this Agreement or to enter into any contract or to incur any liability on behalf of the other party, except with prior written consent of an authorized officer of such party. Each party covenants that it shall not at any time represent, either orally or in writing, that it has any right, power, or authority with respect to the other party not expressly granted to the other party by such party.

Each party shall reasonably cooperate with the other party to permit such party to perform its duties and obligations under this Agreement in a timely manner.

2.8 **Technology Sublicense.** PayByPhone hereby grants the City the nonexclusive, non-transferable, non-sub-licensable, revocable right and sublicense to use any applicable proprietary technology that PayByPhone licenses but does not own and relates to the Services (the "Technology") in connection with the Services. The City shall not use the Technology for any use other than in connection with the Services. The City acknowledges and agrees that (a) PayByPhone shall be its exclusive source of the Technology for the Term; and (b) all Services obtained by the City shall use the Technology as necessary. The City has no interest in or right to use the Technology or any improvements thereto or modifications thereof except as set forth herein. In all instances, the City's use of the Technology shall inure to both party's benefit. During the Term or at any time thereafter, the City shall not commit, or cause any third party to commit, any act challenging, contesting, or impairing or attempting to impair PayByPhone's right, title and interest in and to the Technology or the validity thereof.

Document Ref: I5PN4-XTQMF-OWVPR-MAW82

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2.9 Proposal Documents. Notwithstanding the description of PayByPhone's services and without limitation, PayByPhone shall provide any and all work and services as set forth in, and in accordance to the requirements of, the Proposal Documents (which are attached hereto and are hereby deemed incorporated by reference as if fully set forth herein).

SECTION 3
TERM

The term of this Agreement ("Term") shall commence on the date identified in the notice provided by the City Manager's Designee stating that all initial signage contemplated under Section 10.12 has been installed ("Signage Installation Notice"), and shall have an initial term of Five (5) years, with two (2) additional two-year renewal options, to be exercised at the City Manager's sole option and discretion, by providing Vendor with written notice of same no less than thirty (30) days prior to the expiration of the initial term.

Notwithstanding the Term provided herein, Vendor shall adhere to any specific timelines, schedules, dates, and/or performance milestones for completion and delivery of the Services, as same is/are set forth in the timeline and/or schedule referenced in Exhibit C hereto.

SECTION 4
FEE

4.1 City shall pay PayByPhone as set forth in Exhibit B and in accordance with Section 4.2. PayByPhone may propose an increase in the Transaction Fees outlined in Exhibit B, not more often than once in a calendar year, to adjust for inflation and any increase in the cost of PayByPhone providing the services to City. All adjustments to the Transaction Fees shall be valid upon the prior written approval of the City Manager or City Manager's Designee. City parking rate structure is varied and includes flat and hourly rates that differ for residents and visitors. However, other rates and/or geographic areas may be added in the future. The rates specified herein shall commence on the date specified in the Signage Installation Notice to Proceed.

4.2. Payment. The City will serve as the Merchant of Record for Parking Rates and any Convenience Fees. PayByPhone shall invoice the City the applicable fees as set forth in Exhibit B. The City will issue a check to pay the Vendor on a monthly basis. Payment is due no later than forty-five (45) days after invoice. Invoices shall include a detailed description of the Services (or portions thereof) provided, and shall be submitted to the City at the following address:

Accounts Payable: Payables@miamibeachfl.gov

4.3 Taxes. PayByPhone's prices do not include sales, use, revenue or excise taxes, and accordingly, in addition to the price specified herein, the amount of any sales, use, excise or other similar tax applicable to the Services provided hereunder shall be paid by the City, including any taxes applicable on fees paid by the consumer, or, in lieu thereof, City shall provide PayByPhone with a tax exemption certificate issued by the appropriate taxing authority.

4.3. Billing Disputes. The City shall not be entitled to suspend payment of any disputed invoices. Any disputes must be submitted to PayByPhone in writing and with an explanation of the reason for the dispute, within forty-five (45) days. In the event that any payment dispute is

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resolved in favor of the City, PayByPhone shall credit City on the immediately subsequent invoice issued to City.

4.4. Expenses. Except as otherwise provided herein, PayByPhone shall not charge the City any costs for one (1) integration of its system(s) with the City's enforcement software solution, or for the management of the project and the Services. PayByPhone shall charge the City for ordinary, necessary and reasonable third party costs only on direct cost basis and only after the prior written approval of the City.

SECTION 5
TERMINATION

5.1 TERMINATION FOR CAUSE BY THE CITY

a. If either party shall fail to fulfill or otherwise violate any of the covenants, agreements, or stipulations in this Agreement, and such material breach remains uncorrected for thirty (30) days after receipt of notice by the other party, the other party shall thereupon have the right to terminate the Agreement by giving thirty (30) days' written notice to the other party of such termination. If the breaching party fails to cure in that 30-day period or the breach is incapable of cure, then the Agreement shall so terminate.

b. In that event, the City shall compensate PayByPhone in accordance with the Agreement for all Services performed by PayByPhone prior to termination, net of any costs incurred by the City as a consequence of the default.

c. Notwithstanding the above, neither party shall be relieved of liability to the other party for damages sustained by the City by virtue of any breach of the Agreement.

5.2 TERMINATION FOR CONVENIENCE OF THE CITY

THE CITY MAY ALSO, THROUGH ITS CITY MANAGER, AND FOR ITS CONVENIENCE AND WITHOUT CAUSE, TERMINATE THIS AGREEMENT AND THE SERVICES THEN REMAINING TO BE PERFORMED AT ANY TIME WITHOUT CAUSE BY GIVING WRITTEN NOTICE TO PAYBYPHONE OF SUCH TERMINATION, WHICH SHALL BECOME EFFECTIVE THIRTY (30) DAYS FOLLOWING RECEIPT BY PAYBYPHONE OF SUCH NOTICE. IF THE AGREEMENT IS TERMINATED BY THE CITY AS PROVIDED IN THIS SECTION, THE CITY SHALL COMPENSATE PAYBYPHONE IN ACCORDANCE WITH THE AGREEMENT FOR ALL SERVICES ACTUALLY PERFORMED BY PAYBYPHONE PRIOR TO TERMINATION. NO COMPENSATION SHALL BE DUE TO PAYBYPHONE FOR ANY PROFITS THAT PAYBYPHONE EXPECTED TO EARN ON THE BALANCE OF THE AGREEMENT. SUCH PAYMENTS SHALL BE THE TOTAL EXTENT OF THE CITY'S LIABILITY TO PAYBYPHONE UPON A TERMINATION AS PROVIDED FOR IN THIS SECTION.

ADDITIONALLY, IN THE EVENT OF A PUBLIC HEALTH, WELFARE, OR SAFETY CONCERN, AS DETERMINED BY THE CITY MANAGER, IN THE CITY MANAGER'S SOLE DISCRETION, THE CITY MANAGER, PURSUANT TO A VERBAL OR WRITTEN NOTIFICATION TO THE VENDOR, MAY SUSPEND THE SERVICES UNDER THIS AGREEMENT WITH TEN (10) DAYS PRIOR NOTICE TO VENDOR FOR A TIME

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CERTAIN, OR IN THE ALTERNATIVE, TERMINATE THIS AGREEMENT ON A GIVEN DATE.

5.3 TERMINATION FOR CAUSE BY PAYBYPHONE

PayByPhone may terminate its performance under this Agreement only if the City defaults and fails to cure the default within forty-five (45) days of receiving written notice of a notice of default delivered pursuant to Section. Default by the City occurs if the City fails to perform one or more of its material duties under this Agreement. If a default occurs and PayByPhone wishes to terminate the Agreement, then PayByPhone must deliver a written notice to the City describing the default and the proposed termination date. The date must be at least thirty (30) days after the City receives notice. PayByPhone, at its sole option, may extend the proposed termination date to a later date. If the City cures the default before the proposed termination date, then the proposed termination is ineffective. If the City does not cure the default before the proposed termination date, then PayByPhone may terminate its performance under this Agreement on the termination date.

5.4 TERMINATION FOR INSOLVENCY

Should PayByPhone (i) make a general assignment for the benefit of creditors; (ii) institute liquidation proceedings or proceedings to be adjudicated as voluntarily bankrupt; (iii) consent to the filing of a petition of bankruptcy against it; (iv) be adjudicated by a court of competent jurisdiction as being bankrupt or insolvent; (v) seek reorganization under any bankruptcy act; (vi) consent to the filing of a petition seeking such reorganization; or (vii) have a decree entered against it by a court of competent jurisdiction appointing a receiver, liquidator, trustee, or assignee in bankruptcy or in an insolvency covering all or substantially all of such party's property or providing for the liquidation or dissolution of such party's property or business affairs; then, in any such event, the City party, at its option and without prior notice, may terminate this Agreement effective immediately. In such event, the rights and obligations for the parties shall be the same as provided for in Section 5.5.

5.5 EFFECT OF TERMINATION

a. Upon termination or expiration of this Agreement, (i) the City shall pay to PayByPhone any portion of the Fees then accrued and properly payable under this Agreement; (ii) City shall promptly return to PayByPhone all materials in its possession with the performance of the Services hereunder; and (iii) City shall discontinue all use of the Technology and intellectual property of PayByPhone.

b. Notwithstanding the exercise by any party of its rights under this Article 5, no termination of this Agreement shall relieve either party of its liability for the payment or performance of any obligation accrued prior to the Termination Date (including any indemnification obligation arising hereunder, whether or not notice of such indemnification claim has been given before such termination, or of any rights or obligations under any other provisions, which, by their meaning or content, are intended to survive the termination hereof).

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SECTION 6
INDEMNIFICATION AND INSURANCE REQUIREMENTS

6.1 INDEMNIFICATION

Each party agrees to indemnify, defend and hold harmless (the "Indemnifying Party") the other party and its officers, employees, agents, and contractors (the "Indemnified Party"), from and against any and all actions (whether at law or in equity), claims, liabilities, losses, and expenses, including, but not limited to, attorneys' fees and costs, for personal, economic or bodily injury, wrongful death, loss of or damage to property, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of the Indemnifying Party, its officers, employees, agents, contractors, or any other person or entity acting under Indemnifying Party control or supervision, in connection with, related to, or as a result of the Indemnifying Party performance under this Agreement. To that extent, the Indemnifying Party shall pay all such claims and losses and shall pay all such costs and judgments which may be issued from any lawsuit arising from such claims and losses, and shall pay all costs and attorney's fees expended by the Indemnified Party in the defense of such claims and losses, including appeals. The Indemnifying Party expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Indemnifying Party shall in no way limit the Indemnifying Party's responsibility to indemnify, keep, and save harmless and defend the Indemnified Party or its officers, employees, agents, and instrumentalities as herein provided.

6.2 INSURANCE REQUIREMENTS

The Vendor shall maintain the below-required insurance in effect prior to awarding the agreement and for the duration of the agreement. The maintenance of proper insurance coverage is a material element of the agreement and failure to maintain or renew coverage may be treated as a material breach of the contract, which could result in withholding of payments or termination of the Agreement.

A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440, and Employer Liability Insurance for bodily injury or disease. Should the Vendor be exempt from this Statute, the Vendor and each employee shall hold the City harmless from any injury incurred during the performance of the Contract. The exempt Vendor shall also submit (i) a written statement detailing the number of employees and that they are not required to carry Workers' Compensation insurance and do not anticipate hiring any additional employees during the term of this contract or (ii) a copy of a Certificate of Exemption.

B. Commercial General Liability Insurance on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than $1,000,000 per occurrence, and $2,000,000 general aggregate.

C. Automobile Liability Insurance covering any automobile, if the vendor has no owned automobiles, then coverage for hired and non-owned automobiles, with a limit no less than $1,000,000 combined per accident for bodily injury and property damage.

D. Umbrella Liability Insurance in an amount no less than $5,000,000 per occurrence. The umbrella coverage must be as broad as the primary General Liability coverage.

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Additional Insured – City of Miami Beach must be included by endorsement as an additional insured with respect to all commercial general liability policies arising out of work or operations performed on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed in the form of an endorsement to the Vendor's insurance.

Notice of Cancellation – Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the City of Miami Beach c/o EXIGIS Insurance Compliance Services.

Waiver of Subrogation – Vendor agrees to obtain any endorsement that may be necessary to affect the waiver of subrogation on the coverages required. However, this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers – Insurance must be placed with insurers with a current A.M. Best rating of A:VII or higher. If not rated, exceptions may be made for members of the Florida Insurance Funds (i.e. FWCIGA, FAJUA). Carriers may also be considered if they are licensed and authorized to do insurance business in the State of Florida.

Verification of Coverage – Vendor shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Vendor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

CERTIFICATE HOLDER ON ALL COI MUST READ:

CITY OF MIAMI BEACH
c/o EXIGIS Insurance Compliance Services
P.O. Box 947
Murrieta, CA 92564

Kindly submit all certificates of insurance, endorsements, exemption letters to our servicing agent, EXIGIS, at:

Certificates-miamibeach@riskworks.com

Special Risks or Circumstances - The City of Miami Beach reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

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SECTION 7
LITIGATION JURISDICTION/VENUE/JURY TRIAL WAIVER

This Agreement shall be construed in accordance with the laws of the State of Florida. This Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. By entering into this Agreement, Vendor and the City expressly waive any rights either party may have to a trial by jury of any civil litigation related to or arising out of this Agreement.

SECTION 8
LIMITATION OF CITY'S LIABILITY

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action, for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds one times the total amounts paid to PayByPhone under this agreement in the 12 month period preceding the event giving rise to the claim. Vendor hereby expresses its willingness to enter into this Agreement with Vendor's recovery from the City for any damage action for breach of contract to be limited to a maximum amount of one times the total amounts paid to PayByPhone under this agreement in the 12 month period preceding the event giving rise to the claim.

Accordingly, and notwithstanding any other term or condition of this Agreement, Vendor hereby agrees that the City shall not be liable to the Vendor for damages in an amount in excess of one times the total amounts paid to PayByPhone under this agreement in the 12 month period preceding the event giving rise to the claim for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement.

Nothing contained in this section or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability, as set forth in Section 768.28, Florida Statutes.

In no event shall any party be liable for consequential, special, indirect or incidental damages, including but not limited to any damages resulting from loss of use or profits arising out of or in connection with this agreement, whether in an action based on contract, tort (including negligence) or any other legal theory, even if the party has been advised of the possibility of such damages.

SECTION 9
DUTY OF CARE/COMPLIANCE WITH APPLICABLE LAWS/PATENT RIGHTS; COPYRIGHT; AND CONFIDENTIAL FINDINGS

9.1 DUTY OF CARE

With respect to the performance of the Services contemplated herein, Vendor shall exercise that degree of skill, care, efficiency and diligence normally exercised by reasonable persons and/or recognized professionals with respect to the performance of comparable work and/or services.

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9.2 COMPLIANCE WITH APPLICABLE LAWS

In its performance of the Services, Vendor shall comply with all applicable laws, ordinances, and regulations of the City, Miami-Dade County, the State of Florida, and the federal government, as applicable.

9.3 PATENT RIGHTS; COPYRIGHT; CONFIDENTIAL FINDINGS

a. PayByPhone agrees to defend and indemnify City for all losses, costs and damages resulting from a claim and/or determination that the Services as supplied to the City infringe any United States patent rights, copyrights or trademarks provided that: City promptly notifies PayByPhone in writing upon City becoming aware of the existence of any such suit, action, proceeding or threat; allows PayByPhone sole control of the defense and/or settlement thereof; provides such reasonable cooperation as PayByPhone may require; and, makes no admissions or other statements which may be prejudicial to PayByPhone. In no event shall City consent to any judgment or decree or do any other act in compromise of any such claim without PayByPhone's express prior written consent. In no event will PayByPhone be liable for the payment of any amount agreed to in settlement without its express consent.

b. In the event that the City is enjoined from its use of the Services due to a proceeding based upon the infringement of patent, copyright or trademark in the United States, PayByPhone shall, at its option, either:

i. promptly render the product non-infringing and capable of providing services as intended; or
ii. procure for City and its customers the right to continue using its product; or
iii. replace the product with non-infringing goods; or
iv. remove the product and refund any expense of the City.

c. PayByPhone shall have no liability in respect of any claim based upon:

i. use, operation or combination of its product with software, hardware, data, or equipment not supplied by PayByPhone if such infringement would have been avoided but for such use, operation or combination; or
ii. use of products other than in accordance with PayByPhone's specifications if such infringement would have been avoided but for use of the Products not in accordance with PayByPhone specifications; or
iii. its products that have been modified by any party other than PayByPhone if such infringement would have been avoided but for such modification.

d. Neither party will disclose the other party's or its affiliates' confidential or proprietary information, including Transaction Data and User Profile Data ("Confidential Information") (including the terms of this Agreement and any information provided by the other party that is confidentially maintained or proprietary or which derives value from not being generally known to persons who can obtain economic value from its disclosure or use or that a reasonable person would consider confidential, given the context) except:

i. with the other party's consent;

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ii. to employees, agents and contractors who have a need to know in the discharge of their duties and who are subject to a contractual obligation to keep such information confidential that is at least as restrictive as this Agreement; or

iii. when required to do so by law or by any binding rule, order or request.

For purposes of this Section 9.3, the parties agree that confidential or proprietary information does not include any information that is:

i. already known to the receiving party at the time of disclosure hereunder (other than from the other party or its affiliates) as demonstrated by its written records;

ii. now or hereafter becomes publicly known other than through acts or omissions of the receiving party, or anyone to whom the receiving party disclosed such information;

iii. disclosed to the receiving party, by a third party, under no obligation of confidentiality to the disclosing party or any other party; or

iv. independently developed by the receiving party without reliance on the confidential information of the disclosing party as shown by its written records.

Each party shall exercise reasonable commercial care in protecting the confidentiality of the other party's confidential information disclosed to it. The parties agree that an actual or threatened breach of this provision would result in irreparable harm to the party whose confidential information would be disclosed in breach, and shall entitle that party to temporary or permanent injunctive relief without proof of actual damages.

SECTION 10
GENERAL PROVISIONS

10.1 AUDIT AND INSPECTIONS

Upon reasonable verbal or written notice to Vendor, and at any time during normal business hours (i.e. 9AM – 5PM, Monday through Fridays, excluding nationally recognized holidays), and as often as the City Manager may, in his/her reasonable discretion and judgment, deem necessary, there shall be made available to the City Manager, and/or such representatives as the City Manager may deem to act on the City's behalf, to audit, examine, and/ or inspect, any and all other documents and/or records relating to all matters covered by this Agreement. Vendor shall maintain any and all such records at its place of business at the address set forth in the "Notices" section of this Agreement.

10.2 INSPECTOR GENERAL AUDIT RIGHTS

(A) Pursuant to Section 2-256 of the Code of the City of Miami Beach, the City has established the Office of the Inspector General which may, on a random basis, perform reviews, audits, inspections and investigations on all City contracts, throughout the duration of said contracts. This random audit is separate and distinct from any other audit performed by or on behalf of the City.

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(B) The Office of the Inspector General is authorized to investigate City affairs and empowered to review past, present and proposed City programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor City projects and programs. Monitoring of an existing City project or program may include a report concerning whether the project is on time, within budget and in conformance with the contract documents and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Vendor, its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption. Pursuant to Section 2-378 of the City Code, the City is allocating a percentage of its overall annual contract expenditures to fund the activities and operations of the Office of Inspector General.

(C) Upon ten (10) days written notice to the Vendor, the Vendor shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General is empowered to retain the services of independent private sector auditors to audit, investigate, monitor, oversee, inspect and review operations activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Vendor its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption.

(D) The Inspector General shall have the right to inspect and copy all documents and records in the Vendor's possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.

(E) The Vendor shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this Agreement, for examination, audit, or reproduction, until three (3) years after final payment under this Agreement or for any longer period required by statute or by other clauses of this Agreement. In addition:

i. If this Agreement is completely or partially terminated, the Vendor shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and

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ii. The Vendor shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this Agreement until such appeals, litigation, or claims are finally resolved.

(F) The provisions in this section shall apply to the Vendor, its officers, agents, employees, subcontractors and suppliers. The Vendor shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Vendor in connection with the performance of this Agreement.

(G) Nothing in this section shall impair any independent right to the City to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the City by the Vendor or third parties.

10.3 ASSIGNMENT, TRANSFER OR SUBCONSULTING

With the exception of an assignment to PayByPhone's parent company, Vendor shall not subcontract, assign, or transfer all or any portion of any work and/or service under this Agreement without the prior written consent of the City Manager, which consent, if given at all, shall be in the Manager's sole judgment and discretion. Neither this Agreement, nor any term or provision hereof, or right hereunder, shall be assignable unless as approved pursuant to this section, and any attempt to make such assignment (unless approved) shall be void.

10.4 PUBLIC ENTITY CRIMES

Prior to commencement of the Services, the Vendor shall file a State of Florida Form PUR 7068, Sworn Statement under Section 287.133(3)(a) Florida Statute on Public Entity Crimes with the City's Procurement Division.

10.5 NO DISCRIMINATION

In connection with the performance of the Services, the Vendor shall not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, sex, age, disability, religion, income or family status.

Additionally, Vendor shall comply fully with the City of Miami Beach Human Rights Ordinance, codified in Chapter 62 of the City Code, as may be amended from time to time, prohibiting discrimination in employment, housing, public accommodations, and public services on account of actual or perceived race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, age, disability, ancestry, height, weight, domestic partner status, labor organization membership, familial situation, or political affiliation.

10.6 CONFLICT OF INTEREST

Vendor herein agrees to adhere to and be governed by all applicable Miami-Dade County Conflict of Interest Ordinances and Ethics provisions, as set forth in the Miami-Dade County Code, as may be amended from time to time; and by the City of Miami Beach Charter and Code, as may be amended from time to time; both of which are incorporated by reference as if fully set forth herein.

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Vendor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of the Services. Vendor further covenants that in the performance of this Agreement, Vendor shall not employ any person having any such interest. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefits arising therefrom.

10.7 VENDOR'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

(A) Vendor shall comply with Florida Public Records law under Chapter 119, Florida Statutes, as may be amended from time to time.

(B) The term "public records" shall have the meaning set forth in Section 119.011(12), which means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the City.

(C) Pursuant to Section 119.0701 of the Florida Statutes, if the Vendor meets the definition of "Contractor" as defined in Section 119.0701(1)(a), the Vendor shall:

(1) Keep and maintain public records required by the City to perform the service;

(2) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the Agreement if the Vendor does not transfer the records to the City;

(4) Upon completion of the Agreement, transfer, at no cost to the City, all public records in possession of the Vendor or keep and maintain public records required by the City to perform the service. If the Vendor transfers all public records to the City upon completion of the Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

(D) REQUEST FOR RECORDS; NONCOMPLIANCE.

(1) A request to inspect or copy public records relating to the City's contract for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Vendor of the request, and the Vendor must provide the records to the City or allow the records to be inspected or copied within a reasonable time.

(2) Vendor's failure to comply with the City's request for records shall constitute a breach of this Agreement, and the City, at its sole discretion, may: (1) unilaterally terminate the Agreement; (2) avail itself of the remedies set forth under the Agreement; and/or (3) avail itself of any available remedies at law or in equity.

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(3) A Vendor who fails to provide the public records to the City within a reasonable time may be subject to penalties under s. 119.10.

(E) CIVIL ACTION.

(1) If a civil action is filed against a Vendor to compel production of public records relating to the City's contract for services, the court shall assess and award against the Vendor the reasonable costs of enforcement, including reasonable attorneys' fees, if:

a. The court determines that the Vendor unlawfully refused to comply with the public records request within a reasonable time; and

b. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Vendor has not complied with the request, to the City and to the Vendor.

(2) A notice complies with subparagraph (1)(b) if it is sent to the City's custodian of public records and to the Vendor at the Vendor's address listed on its contract with the City or to the Vendor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

(3) A Vendor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

(F) **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

CITY OF MIAMI BEACH
ATTENTION: RAFAEL E. GRANADO, CITY CLERK
1700 CONVENTION CENTER DRIVE
MIAMI BEACH, FLORIDA 33139
E-MAIL: RAFAELGRANADO@MIAMIBEACHFL.GOV
PHONE: 305-673-7411

10.8 FORCE MAJEURE

(A) A "Force Majeure" event is an event that (i) in fact causes a delay in the performance of the Vendor or the City's obligations under the Agreement, and (ii) is beyond the reasonable control of such party unable to perform the obligation, and (iii) is not due to an intentional act, error, omission, or negligence of such party, and (iv) could not have reasonably been foreseen and prepared for by such party at any time prior to the occurrence of the event. Subject to the foregoing criteria, Force Majeure may include events such as war, civil insurrection, riot, fires, epidemics, pandemics, terrorism, sabotage, explosions, embargo restrictions, quarantine restrictions, transportation accidents, strikes, strong hurricanes or tornadoes, earthquakes, or other acts of God which prevent performance. Force Majeure shall not include technological impossibility,

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inclement weather, or failure to secure any of the required permits pursuant to the Agreement.

(B) If the City or Vendor's performance of its contractual obligations is prevented or delayed by an event believed by to be Force Majeure, such party shall immediately, upon learning of the occurrence of the event or of the commencement of any such delay, but in any case within fifteen (15) business days thereof, provide notice: (i) of the occurrence of event of Force Majeure, (ii) of the nature of the event and the cause thereof, (iii) of the anticipated impact on the Agreement, (iv) of the anticipated period of the delay, and (v) of what course of action such party plans to take in order to mitigate the detrimental effects of the event. The timely delivery of the notice of the occurrence of a Force Majeure event is a condition precedent to allowance of any relief pursuant to this section; however, receipt of such notice shall not constitute acceptance that the event claimed to be a Force Majeure event is in fact Force Majeure, and the burden of proof of the occurrence of a Force Majeure event shall be on the requesting party.

(C) No party hereto shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable, in whole or in part, by Force Majeure to carry out such obligations. The suspension of any of the obligations under this Agreement due to a Force Majeure event shall be of no greater scope and no longer duration than is required. The party shall use its reasonable best efforts to continue to perform its obligations hereunder to the extent such obligations are not affected or are only partially affected by the Force Majeure event, and to correct or cure the event or condition excusing performance and otherwise to remedy its inability to perform to the extent its inability to perform is the direct result of the Force Majeure event with all reasonable dispatch.

(D) Obligations pursuant to the Agreement that arose before the occurrence of a Force Majeure event, causing the suspension of performance, shall not be excused as a result of such occurrence unless such occurrence makes such performance not reasonably possible. The obligation to pay money in a timely manner for obligations and liabilities which matured prior to the occurrence of a Force Majeure event shall not be subject to the Force Majeure provisions.

(E) Notwithstanding any other provision to the contrary herein, in the event of a Force Majeure occurrence, the City may, at the sole discretion of the City Manager, suspend the City's payment obligations under the Agreement, and may take such action without regard to the notice requirements herein. Additionally, in the event that an event of Force Majeure delays a party's performance under the Agreement for a time period greater than thirty (30) days, the City may, at the sole discretion of the City Manager, terminate the Agreement on a given date, by giving written notice to Vendor of such termination. If the Agreement is terminated pursuant to this section, Vendor shall be paid for any Services satisfactorily performed up to the date of termination; following which the City shall be discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement. In no event will any condition of Force Majeure extend this Agreement beyond its stated term.

10.9 E-VERIFY

(A) Vendor shall comply with Section 448.095, Florida Statutes, "Employment Eligibility" ("E-

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Verify Statute"), as may be amended from time to time. Pursuant to the E-Verify Statute, commencing on January 1, 2021, Vendor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees during the Term of the Agreement, provide an affidavit stating that the Vendor does not employ, contract with, or subcontract with an unauthorized alien, or, upon the City's written request, otherwise demonstrate Vendor's compliance with Section 448.095 as described therein. Additionally, Vendor shall expressly require any subcontractor performing work or providing services pursuant to the Agreement to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract Term, as applicable. If Vendor enters into a contract with an approved subcontractor, the subcontractor must provide the Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Vendor shall maintain a copy of such affidavit for the duration of the Agreement or such other extended period as may be required under this Agreement.

(B) TERMINATION RIGHTS.

(1) If the City has a good faith belief that Vendor has knowingly violated Section 448.09(1), Florida Statutes, the City shall terminate this Agreement with Vendor for cause, and the City shall thereafter have or owe no further obligation or liability to Vendor.

(2) If the City has a good faith belief that a subcontractor has knowingly violated the foregoing Subsection 10.9(A), but the Vendor otherwise complied with such subsection, the City will promptly notify the Vendor and order the Vendor to immediately terminate the Agreement with the subcontractor. Vendor's failure to terminate a subcontractor shall be an event of default under this Agreement, entitling City to terminate the Vendor's contract for cause.

(3) A contract terminated under the foregoing Subsection (B)(1) or (B)(2) is not in breach of contract and may not be considered as such.

(4) The City or Vendor or a subcontractor may file an action with the Circuit or County Court to challenge a termination under the foregoing Subsection (B)(1) or (B)(2) no later than 20 calendar days after the date on which the contract was terminated.

(5) If the City terminates the Agreement with Vendor under the foregoing Subsection (B)(1), Vendor may not be awarded a public contract for at least 1 year after the date of termination of this Agreement.

(6) Vendor is liable for any additional costs incurred by the City as a result of the termination of this Agreement under this Section 10.9.

10.10 TRADEMARKS; PROMOTION MATERIALS

PayByPhone hereby grants the City a non-transferable, non-sublicensable, non-exclusive license to use its name and trademarks, without modification unless approved by PayByPhone, solely in connection with the City's marketing and use of the Services in the City facilities.

10.11 STATUS MEETINGS

On periodic basis, but not less than quarterly, an appropriate representative of each party shall conduct a joint meeting to discuss the status of the Services, as well as to answer questions, gather information and resolve disputes that may occur from time to time. It is the expectation of the parties that the representatives of the parties shall communicate directly with one another and

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work directly with one another to ensure that all Services provided hereunder are completed on a timely and complete basis. All meetings pursuant to this Section 10.11 may be face to face, video or telephonic meetings as may be agreed upon by the parties. Each party shall bear its own costs of attending or participating in such meetings.

10.12 SIGNAGE

PayByPhone shall, at no cost to the City, coordinate with the City's other mobile parking payment provider, ParkMobile, to design, procure, and deliver all signage for the Parking Locations, including any signage necessary to replace outdated signage placed at a Parking Location under a previous agreement. All signage shall include information for both ParkMobile and PayByPhone equally. ParkMobile and PayByPhone shall coordinate the production of the Signage and shall secure the prior written approval of the City. Upon receiving approval from the City, PayByPhone and ParkMobile shall produce and deliver all signage to the City. The City shall be responsible for the costs of all subsequent Signage for go-live or additional phase areas. The City is responsible for the installation of all signs and decals.

The number of signs included for a Parking Location shall be mutually agreed upon by the City, PayByPhone, and ParkMobile for each Parking Location.

SECTION 11
NOTICES

Until changed by notice, in writing, all such notices and communications shall be addressed as follows:

TO VENDOR:

PayByPhone US Inc.
c/o PayByPhone Technologies Inc.
600-1290 Homer Street
Vancouver, BC V6B 2Y5
Canada
Attn: Legal

With a copy to: legal@paybyphone.com

TO CITY:

City of Miami Beach, Parking Department
C/O Parking Director
1755 Meridian Avenue, 2nd Floor
Miami Beach, Florida 33139
MonicaBeltran@miamibeachfl.gov

All notices mailed electronically to either party shall be deemed to be sufficiently transmitted.

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SECTION 12
MISCELLANEOUS PROVISIONS

12.1 CHANGES AND ADDITIONS

This Agreement cannot be modified or amended without the express written consent of the parties. No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. In the event Client wishes to add new Parking Locations in addition to the Initial Parking Locations (the "Additional Parking Locations") or to add parking spaces to an existing Parking Location, the amendment will be effective against both parties if it is in the form of email between implementation personnel of the parties and, effective the date of such email, the Exhibit B will be read to include these Additional Parking Locations or parking spaces.

12.2 SEVERABILITY

If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected and every other term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

12.3 WAIVER OF BREACH

A party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A party's waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

12.4 JOINT PREPARATION

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

12.5 REPRESENTATIONS and WARRANTIES

Each of PayByPhone and City hereby represents, warrants, and covenants to the other party hereto as follows:

(a) It is duly organized and validly existing under the laws of the state of its incorporation and has full power and authority to carry on its business as it is now being conducted and to own and operate its properties and assets;

(b) The execution, delivery and performance of this Agreement by such party has been duly authorized by all requisite corporate or limited liability company action, as applicable;

(c) It has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and

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(d) The execution, delivery and performance by it of this Agreement and its compliance with the terms and provisions hereof do not and will not conflict with or result in a breach of any of the terms or provisions of or constitute a default under the provisions of its charter documents or bylaws, or any order, writ, injunction or decree of any court or governmental authority entered against it or by which any of its property is bound.

12.6 DISCLAIMER OF WARRANTIES

THE SERVICES ARE PROVIDED "AS IS" AND WITH ALL FAULTS RELATED TO ANY THIRD PARTY HARDWARE OR EQUIPMENT AS MAY BE REQUIRED FOR USE OF THE PAYBYPHONE SERVICE. PAYBYPHONE DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, DIRECTLY OR INDIRECTLY, INCLUDNG WITHOUT LIMITATION, ANY WARRANTY OF CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF USE WITH RESPECT TO, ARISING OUT OF OR IN CONNECTION WITH ANY THIRD PARTY HARDWARE USED IN CONNECTION WITH THE SERVICES TO BE PERFORMED HEREUNDER BY SUCH PARTY OR THE RESULTS OBTAINED THEREBY.

12.7 ENTIRETY OF AGREEMENT

The City and Vendor agree that this is the entire agreement between the parties. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Title and paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the parties to this Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials, as of the date first entered above.

FOR CITY:

CITY OF MIAMI BEACH, FLORIDA

ATTEST:

By: _____
Rafael E. Granado, City Clerk

_____
Alina T. Hudak, City Manager

Date: MAR 5 – 2024

FOR VENDOR:

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

_____ 12/22/23
City Attorney Date

PAYBYPHONE US INC.

By: _____

_____
Satyajit (Sonny) Samra, President

Date: Feb. 2, 2024

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EXHIBIT A
SERVICE AGREEMENT

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EXHIBIT A
COOPERATION AND SERVICE AGREEMENT

For the purposes of this Exhibit C – Cooperation and Service Agreement, "PayByPhone" shall mean PayByPhone US Inc., a provider of enhanced mobile commerce solutions, a Delaware corporation with its address at 48 Wall Street, Suite 1100, New York, New York 10005 and "Client" shall mean the City of Miami Beach, a provider of parking services with its address at: 1700 Convention Center Drive, Miami Beach, Florida, 33139.

AGREEMENT

Section 1 THE PAYBYPHONE MOBILE PAYMENT PLATFORM AND APPLICATIONS

1.1 PAYBYPHONE MOBILE PAYMENT APPLICATION

PayByPhone agrees to roll out the PayByPhone mobile payment service for use at Client's managed and owned parking facilities as agreed upon by PayByPhone and Client, to allow for consumers to pay for the use of Client's parking facilities through personal wireless devices (e.g., cellular telephones) or other wireless systems. QR code access to the payment service is not included.

1.2 PAYBYPHONE MANAGEMENT INFORMATION SYSTEM

PayByPhone will operate and manage a software application for Client that will provide near real time information and management reports on the transactions conducted utilizing the PayByPhone mobile payment service (the "Portal"). PayByPhone will host the Portal on its network. Client will access the Portal through a browser-based program installed on Client's computer hardware.

1.3 COMPUTER, NETWORKING AND TELECOMMUNICATION SYSTEMS

PayByPhone will own or possess, and will operate and maintain, all computer and networking hardware and software and data required to operate the PayByPhone mobile payment services service as contemplated in this Agreement, other than Client's existing computer and telecommunications systems.

1.4 MOBILE PAYMENT SERVICE ENFORCEMENT

Client agrees to supply Wireless Devices to employees in the field to provide real time confirmation of validly parked vehicles.

1.5 REPORTS

PayByPhone will provide Client with a set of standard self-serve reports in the Portal. Any changes or customizations to the standard set of reports will be subject to PayByPhone's prior approval and then-current PayByPhone professional services fees.

See https://www.paybyphone.com/pdf/us/pbp_professionalservicessamplerates.pdf for sample rates.

1.6 PAYBYPHONE INTERACTIVE VOICE RESPONSE

PayByPhone will provide the PayByPhone interactive voice response solution ("IVR") for use at Client's managed and/or owned parking facilities, as agreed upon by PayByPhone and Client, to allow for consumers to call and pay for the use of the Parking Location by calling the applicable service number displayed on the parking sign, parking meter, and/or pay station. Client is responsible for paying all Transaction Fees, as outlined in Appendix A, for each Transaction made through IVR.

1.7 PAYBYPHONE RIGHTS & RATES

PayByPhone will provide Client with the PayByPhone Rights & Rates service ("Rights & Rates") to allow Client to control eligibility to park at Client parking facilities and to assign special parking rules and prices to select segments of drivers. In this Agreement, a "Right" is the entitlement to start a parking session at a Parking Location and/or qualify for a specific rate/restriction. Client is responsible for paying the Rights & Rates implementation and

subscription fees, as outlined in Appendix A, for the number of Client parking spaces as agreed upon between PayByPhone and Client.

1.8 USE OF QR CODE

At Client's request, as part of the PayByPhone mobile payment service, PayByPhone will provide to Client, and include on the relevant signage at Client's parking facilities or in marketing materials, QR codes which will allow consumers to access the PayByPhone mobile payment service through QR code scanning, at no additional cost. Client acknowledges that inclusion of QR codes in the payment service is associated with a material risk of fraudulent activity by third parties who may manually replace QR codes on Client signage with their own codes and redirect the consumers to their sites for payment, resulting in losses to Client, PayByPhone and consumers. Client releases PayByPhone from any liability for any claims, actions or losses resulting from or associated with such fraudulent activity at Client's parking facilities and, to the extent permitted by law, agrees to indemnify PayByPhone against any and all third party claims, actions, losses resulting from or arising out of such fraudulent activity, as set out in section 8.2 of this Agreement. Client will reimburse PayByPhone for the cost of removing fraudulent QR signage from Client's parking facilities and for the costs of customer support and call centre fees associated with calls related to fraudulent signage at Client's parking spaces. PayByPhone will provide evidence supporting determination of the costs, but PayByPhone's calculations will be conclusive of the same. PayByPhone reserves the right to discontinue the support for the QR code feature with 10 day written notice to Client if the fraudulent activity at Client's parking facilities persists for longer than 6 weeks.

1.9 PAYBYPHONE VALIDATIONS PORTAL

Subject to the terms and conditions of this Agreement, PayByPhone will provide Client a parking validation subscription service, which allows Client to access a web-based parking validation and complimentary parking management portal to enter and manage license plate information to validate consumer parking sessions (the "Validations Portal"). Client is responsible for paying all Validations Portal fees, as set out in Appendix A, for the Parking Location(s), as agreed upon between PayByPhone and Client. Notwithstanding anything contrary to this Agreement, Client may not terminate its subscription to the Validations Portal for any reason for six months from the date the Validations Portal is set up for Client. Client shall not: (a) reverse engineer, decompile, dissemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, know-how or algorithms relevant to the Validations Portal; (b) create derivative works based on the Validations Portal; or (c) encourage or assist any third party to do the foregoing.

Section 2 FEES AND PAYMENTS

2.1 MERCHANT ACCOUNT

Merchant account refers to Client's merchant account set up with Client's acquiring bank. PayByPhone will cover the cost of linking one (1) Client merchant account with PayByPhone's gateway provider. Client agrees to cover the cost of merchant account updates including all third party fees and then-current PayByPhone professional services

2.2 TRANSACTION TESTING

PayByPhone reserves the right to execute test transactions from time to time to ensure top performance of the system and account. PayByPhone may execute up to ten test transactions per month without adjusting the Client invoice.

2.3 THIRD PARTY INTEGRATION

In the event that system changes (such as upgrades) by a third party that will impact the PayByPhone integration with Client sub-systems such as enforcement, Client agrees to pay for all PayByPhone development costs required to maintain such integration. PayByPhone will notify Client, in advance, of any such integration costs that could be added.

Section 3 EXCLUSIVITY

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The parties expressly acknowledge that Client currently engages, and/or may in the future, at its option, add, other providers of mobile parking payment applications ("Third Party Providers"), through contracts for the same parking facilities and metered stalls covered by this Agreement.

Section 4 MARKETING, PROMOTION AND USER EDUCATION

4.1 MARKETING EVENTS

PayByPhone may conduct on-site marketing events and campaigns for its service, whereby PayByPhone will inform parking lot consumers of the availability of the PayByPhone mobile payment services as well as any promotions available, with the knowledge and approval of Client which is not to be unreasonably withheld.

4.2 CLIENT TRAINING

PayByPhone will provide initial training to Client using a "Train the Trainer" (the "Client Trainer") model on the self-served PayByPhone Service Management Interface (SMI). The said Client Trainer will, at its own expense, train its staff and employees, including patrollers, to operate the mobile payment services and related applications and technology. Additional training sessions are available at the then current professional services rates. See https://www.paybyphone.com/pdf/us/pbp_professionalservicessamplerates.pdf for sample rates.

Section 5 INTELLECTUAL PROPERTY

5.1 INTELLECTUAL PROPERTY RIGHTS

5.1.1 The parties acknowledge and agree that any trademarks, patents, trade names, logos, trade dress, domain names, copyrights or licenses therein, or other enforceable intellectual property rights and whether in hard or electronic copy (collectively "Intellectual Property") belonging to the other party, given to them under this Agreement is and shall remain the property of that party for the duration of the Term of this Agreement.

5.1.2 Except as expressly stated, nothing in this Agreement shall be deemed or interpreted to convey, transfer or assign any Intellectual Property rights to the other party.

5.1.3 Each party reserves the right to approve in advance the use of its Intellectual Property by the other party in upon the advance written approval or as previously agreed upon in writing by the parties.

5.1.4 Upon termination of this Agreement for any reason the parties will use reasonable endeavours to ensure that all such Intellectual Property and material are removed from display and/or destroyed at the request of the other party save where such Intellectual Property is held by the parties in compliance with any statutory obligations and/or the maintenance of proper records.

5.1.5 The parties undertake that they have all necessary permissions, licenses and rights to use the Intellectual Property of third parties for the purposes of this Agreement.

5.1.6 To the extent permitted by law, each party shall indemnify (for the purposes of this clause, the "Indemnifying Party") the other (for the purposes of this clause the "Indemnified Party") against all actions, claims, proceedings, costs and expenses (including reasonable legal fees) arising from any actual infringement of Intellectual Property rights of whatever nature insofar as these relate to the Intellectual Property rights developed and owned by the Indemnifying Party or licensed to the Indemnified Party which claims, actions or proceedings arise as a result of the Indemnified Party's use of any of the Services, except that the indemnity shall not apply to any actions, claims or proceedings which are attributable to any breach of contract or negligent act or omission on the part of the Indemnified Party or where such actions, claims or proceedings relate to any developments of the services carried out by or at the request of the Indemnified Party except where the Indemnifying Party knew or ought to have known that such

development of the services requested by the Indemnified Party would result in an infringement of Intellectual Property rights.

5.1.7 The Indemnified Party shall notify the Indemnifying Party in writing of any such action, claim or proceeding and shall not make any admission unless the Indemnifying Party gives prior written consent.

5.1.8 At the Indemnifying Party's request and expense, the Indemnified Party shall permit the Indemnifying Party to conduct all negotiations and litigation. The Indemnified Party shall give all assistance as the Indemnifying Party may reasonably request and the Indemnifying Party shall pay the Indemnified Party's costs and expenses so incurred.

5.1.9 The Indemnifying Party may, at its expense: (i) obtain a license to enable the Indemnified Party to continue to use the Services, or (ii) modify or replace the Services to avoid any alleged or actual infringement or breach, or (iii) terminate the provision of the affected elements of the Services. Where the Indemnifying Party exercises options (i) or (ii) the functionality of such modification or replacement shall not materially affect the performance of the Services.

5.2 CLIENT INFORMATION

5.2.1 "Client Data" means all data provided directly by the Client to PayByPhone in relation to this Agreement, including Client's parking rates, Client's identifiers for Parking Locations and parking stalls, merchant account information, enforcement equipment and practices, and parking policies.

5.2.2 During the term of this Agreement and for such time after as not expressly prohibited, PayByPhone may obtain, store and use such Client Data for any purpose, including without limitation providing and improving services under this Agreement, so long as it complies with applicable data protection laws, contractual obligations and any other applicable requirements with respect to the Client Data. PayByPhone shall retain exclusive ownership of all rights in any derivative data it develops based on Client Data.

5.2.3 Following termination of this Agreement, PayByPhone will, at Client's written request, return to Client or destroy all Client Data and copies thereof. Notwithstanding the foregoing, PayByPhone shall be permitted to retain such copies of, or any computer records or files containing, the Client Data: (a) that has been archived by PayByPhone's automatic electronic archiving and back-up procedures, to the extent created and retained in a manner consistent with PayByPhone's standard archiving and back-up procedures; and (b) to the extent required by applicable law.

5.3 CUSTOMER INFORMATION

5.3.1 The parties will share information and data directly relating to drivers' parking sessions through the PayByPhone service at the Parking Locations ("Parking Sessions") and as may be required by the Client for parking enforcement, fines, and proceedings ("Transaction Data"). Transaction Data may include vehicle license plate, parking session date, time, duration, zone number and amount paid, details of parking fines/violation notices, and parking session details obtained through customer service centre, and does not include User Profile Data (defined below).

5.3.2 In using, sharing, or otherwise processing Transaction Data, PayByPhone and Client must comply with applicable data protection laws, contractual obligations and any other applicable requirements. Each party is responsible to the PayByPhone service users and other third parties for its respective use, sharing and processing of Transaction Data, whether it performs such use, sharing and processing directly or through third parties. Each party acts as a "data controller" with respect to Transaction Data for the purposes any privacy legislation that uses that

concept and is applicable to the party's activities. Each party agrees to provide such assistance as is reasonably required to enable the other party to comply with the applicable data protection laws.

5.3.3 Any information about or with respect to PayByPhone service users that is not related to parking sessions at the Parking Locations, including without limitation, information provided by users upon registration for a PayByPhone account and data about the user's activity in the PayByPhone account or the PayByPhone applications ("User Profile Data") shall be exclusively owned by PayByPhone. PayByPhone shall retain exclusive ownership of all rights in any derivative data it develops based on Transaction Data and User Profile Data.

5.4 PAYBYPHONE'S SERVICES TO CUSTOMERS

The parties acknowledge that PayByPhone service users hold the PayByPhone account under terms of service established by PayByPhone. Under these terms of service, PayByPhone may offer users an option to receive service communications by SMS text ("SMS Communications"), including reminders to extend a parking session and confirmations of successful registration for a parking session. Client agrees that, at any time during the Term, PayByPhone may charge any users who opt into these services a fee ("SMS Fee") for each SMS Communication sent by PayByPhone with respect to an initial parking session or extension of a parking session and may set the amount of the SMS Fee with reference to the cost PayByPhone incurs in delivering this optional service. At the time of entering into this Agreement, the SMS Fee is equal to $0.15 inclusive of taxes payable by the user. PayByPhone will provide Client with 30 day written notice of an increase in the amount of the SMS Fee. PayByPhone shall be responsible for any taxes applicable to the SMS Fees. PayByPhone records will be conclusive evidence with respect to the amount of SMS Fees collected during a billing period. The SMS Fees will be added to the total charged to the user in respect of a parking session or extension of a parking session.

Unless under the terms of the Agreement PayByPhone is designated as the merchant of record for parking fees paid using PayByPhone mobile payment service, PayByPhone and Client agree to designate Client as the merchant of record for any SMS Fees only. In that case, Client will collect PayByPhone's SMS Fees and remit to PayByPhone. Remittance will be made via electronic payment or cheque and may be included in the amount that also includes fees payable by Client to PayByPhone under this Agreement.

Section 6 INTENTIONALLY OMITTED

Section 7 DISCLAIMER, INDEMNIFICATION AND LIMITATION OF LIABILITY

7.1 DISCLAIMER

Except as expressly set forth in this agreement, PayByPhone does not make, and hereby specifically disclaims, any representations or warranties, express or implied, regarding the PayByPhone mobile payment services, including any implied warranties of title, merchantability, fitness for a particular purpose or non-infringement. Client acknowledges that the PayByPhone mobile payment services and services furnished by PayByPhone under this agreement (including, without limitation, any servers or other hardware, software, applications and any other items used or provided by PayByPhone or any third parties in connection with providing access to or hosting any of the foregoing or the performance of any services by PayByPhone under this agreement) are provided by PayByPhone "as is".

7.2 PARKING RATES

Client will be given access to parking rate data in order to confirm the parking rates at each Parking Location via the Portal. PayByPhone will make every attempt at ensuring the rates are configured correctly; upon completion of each Parking Location setup, it is the Client's responsibility to ensure all rates are configured correctly. Failing to do so shall exclude PayByPhone from any liability. Client shall implement any parking rate changes via the Portal following the Parking Location setup. In the event Client requests that PayByPhone configure the parking rate changes after the Parking Location setup, Client shall provide PayByPhone with sufficient notice of the rate changes and such work

will be subject to PayByPhone's prior approval and then-current PayByPhone professional services fees. See https://www.paybyphone.com/pdf/us/pbp_professionalservicessamplerates.pdf for sample fees.

Section 8 MISCELLANEOUS

INTENTIONALLY OMITTED

8.1 NO AGENCY

Each party, in all matters relating to this Agreement, will act as an independent contractor and independent employers. Except as otherwise expressly set forth herein, neither party will have authority and will not represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other, or to represent the other as an agent, employee or in any other capacity. Except as otherwise expressly set forth herein, nothing in this Agreement shall be construed to have established any agency, joint venture or partnership between the parties. Neither party shall make any warranties or representations on behalf of the other party.

8.2 COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument. The parties further agree that a signature transmitted via facsimile shall be deemed original for all purposes hereunder.

8.3 CAPTIONS

The captions used in this Agreement are for convenience only and shall not affect in any way the meaning or interpretation of the provision set forth herein.

8.4 CLIENT'S CONDUCT OF BUSINESS THROUGH AFFILIATES

The parties acknowledge that Client may carry out its business through affiliates. Client agrees to cause its affiliates to take such actions and to execute such documents as may be reasonably required to give effect to this Agreement as though references to Client in this Agreement were references to Client and those of its affiliates through which it carries on the business of owning and operating parking facilities.

8.5 PCI-DSS: PAYMENT CARD INDUSTRY DATA SECURITY STANDARD

PayByPhone is responsible for the security of cardholder data which PayByPhone possesses or otherwise stores, processes, or transmits on behalf of the Client. PayByPhone abides by the rules and regulations set forth in the PCI-DSS.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

The City of Miami Beach

Signature: _____

Name: _____

Title: _____

Attest.
Signature: _____
Name: Rafael E. Granado, City Clerk
Date: _____

PayByPhone US Inc.
Signature: _____

Name: Satyajit (Sonny) Samra

Title: President

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EXHIBIT B
FEE SCHEDULE

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EXHIBIT B
PAYBYPHONE FEES

All amounts are exclusive of any and all taxes, including taxes applicable on fees paid by the driver. For the purposes of this Agreement, "Transaction" includes (a) user registration for a parking session, permit, validation or extension at a Parking Location through the PayByPhone mobile payment service (whether or not any amount is payable to Client by the user), (b) a refund, (c) a charge reversal and (d) any other operation for which PayByPhone incurs a fee from its gateway provider or an acquirer, if applicable.

ITEM	*PRICE*
ONE-TIME SETUP FEES	
Signage – first round of signage production at service launch (installation not included)	Included
Training, consulting, marketing, and customer support as described in the Agreement *Marketing includes a standard launch package*	Included
Mobile payment services setup fee for all Initial Parking Locations	Waived[1]
Integration with enforcement solution software: PayByPhone will include 1 complimentary enforcement integration	Included
Standard PayByPhone city dynamic label	Included
TRANSACTION FEES	
Hourly Parking: Client pays to PayByPhone per Transaction—City serves as Merchant of Record (Client may charge user a non-embedded, on top of price of Convenience Fee of $0.35)	$0.35[2]
Monthly Parking Option: Client pays to PayByPhone per Transaction—City serves as Merchant of Record (Client may charge user a non-embedded, on top of price of Convenience Fee of $1.00)	$1.00[2]
Resident Rate Zero Fee Offering: Verified via PayByPhone's Rights & Rates solution (priced below), residents will receive a $0 cost Convenience Fee if the "double code offering" (see description below) is utilized.	$0.00 per authorized resident
Monthly minimum of total Transaction Fees	Waived
OPTIONAL FEES	
Additional Custom dynamic label	$1,000
Mobile payment service setup fee for Additional Parking Locations	Waived
IVR setup fee	Waived
IVR additional per transaction fee[4]	Waived—Included with standard transaction fee
Rights & Rates setup fee	Reduced $500
Rights & Rates monthly subscription fee for one (1) Right	$199 per month
Validation Portal setup fee	$1,500

Document Ref: I5PN4-XTQMF-OWVPR-MAW82

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EXHIBIT B
PAYBYPHONE FEES

Validation Portal monthly subscription fee	$250 per Parking Location/mo

NOTES:

1. Mobile payment services setup fee (if applicable) includes configuration, testing, and implementation of a dedicated client account within the PayByPhone system; merchant account integration and testing; set up and training on reporting, customer service, and other elements of the PayByPhone Portal.
2. Any change in the Parking Rates will not affect the price the Client will pay to PayByPhone per Transaction. The Convenience Fee may only be increased by mutual agreement of both parties. Services covered by the Transaction Fee include interactive voice response solution (IVR). Client is responsible for paying all Transactions Fees for all Transactions made through the PayByPhone mobile application, web application, and/or IVR (if applicable).
3. Client is responsible for paying its own credit card processing and merchant banking fees, if Client is merchant of record (MOR).

Double Code Offering: PayByPhone assigns a location code for the area plus a resident location code that will be used by residents only, which provides a $0 Convenience Fee option for residents.

a. If a non-resident were to try to use this resident location and they were not authorized via Rights & Rates, they would be instructed to utilize the standard location code.

Document Ref: I5PN4-XTQMF-OWVPR-MAW82

Contract no. 23-051-02

EXHIBIT C
TIMELINE/ SCHEDULE/SIGNAGE

PayByPhone & City of Miami Beach

Planned Scope of Work & Timeline - Mobile Payments

**All estimated dates and timeframes are dependent upon information being provided to PayByPhone by the City.*

Anticipated Start Date	Task Description	Initiating Lead Designation	PBP Team Member(s)	City Team Member(s)	Task Duration	Estimated Completion Date	Deliverable
11/1/2023	Contract Negotiation	Mutual	Sales, Legal	Procurement, City Manager, Parking, Legal	3 Weeks	22-Nov-23	Fully Executed Agreement
11/29/2023	Project Kickoff Call	PayByPhone	Sales, Implementation, Account Management, Integrations	Parking Admin, Finance, IT, Integration/Enforcement	1 Hour	11/29/2023	Workbook provided, which includes all information needed by PBP to work on the City's implementation for mobile payments. Clearly defined expectations and timelines will be discussed
11/29/2023	Workbook Complete	City		All relevant city/parking team members	2 weeks	12/13/2023	Workbook returned to PayByPhone with completed materials
11/29/2023	Merchant Account Setup	City	Implementation	Finance, Parking Admin	3-4 Weeks	12/27/2023	City to begin setting up merchant account ASAP to ensure available for test transactions necessary prior to go live.
12/13/2023	Enforcement Engaged	PayByPhone	Implementation	Parking Admin & Enforcement	3-4 weeks	1/3/2024	Upon City providing contact information for enforcement partner, PayByPhone will engage with provider to set up integration for enforcement purposes
12/6/2023	Signage Discussion	PayByPhone	Implementation	Parking Admin & Enforcement	2 weeks	12/27/2023	PayByPhone will discuss signage during weekly calls and create mock-ups for approval by City. Upon approval, signage will be ordered for delivery prior to estimated go live.
12/27/2023	Marketing Discussion	PayByPhone	Implementation	Parking Admin & Marketing	Ongoing	TBD	PayByPhone will discuss marketing strategies available to the City and discuss the City's marketing desires to plan marketing efforts to announce mobile payment launch within the City.
1/1/2024	Test Transactions - Merchant	PayByPhone	Implementation	Parking Admin & Finance	1-2 Weeks	1/15/2024	Test transactions will be submitted with coopration from the City to verify visibility within merchant account.
1/1/2024	Test Transactions - Enforcement	PayByPhone	Implementation	Parking Admin & Enforcement	1-2 Weeks	1/15/2024	Test transactions will be submitted with cooperation from the City to verify visibility within enforcement devices
1/1/2024	Signage Installation Planning	City		Parking Admin	1-2 Weeks	1/19/2024	City to install signage and decals with plans to have system live upon install.
1/23/2024	Go Live	PayByPhone	Implementation	Parking Admin	Ongoing	1/23/2024	Go live date may vary based on when signs are installed.

DocuSign Envelope ID: 13318CA0-0A7B-4990-A928-A446B35B915A

Signature Certificate

Reference number: I5PN4-XTQMF-OWVPR-MAW82

Signer	Timestamp	Signature
Sonny Samra Email: ssamra@paybyphone.com		
Sent:	02 Feb 2024 17:39:33 UTC	
Viewed:	02 Feb 2024 21:31:45 UTC	
Signed:	02 Feb 2024 21:33:58 UTC	
Recipient Verification:		IP address: 172.56.105.210
✔Email verified	02 Feb 2024 21:31:45 UTC	Location: Seattle, United States

Document completed by all parties on:
02 Feb 2024 21:33:58 UTC

Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 50,000+ companies worldwide.

ATTACHMENT A

RESOLUTION & COMMISSION AWARD MEMO

RESOLUTION NO. 2024-32867

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING THE AGREEMENTS WITH PARKMOBILE, LLC, AND PAYBYPHONE US INC., FOLLOWING THE SUCCESSFUL NEGOTIATIONS BY THE ADMINISTRATION, PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) NO. 2023-051-WG FOR MOBILE PARKING PAYMENT SYSTEMS; AND AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE THE FINAL AGREEMENTS WITH PARKMOBILE, LLC, AND PAYBYPHONE US INC.

WHEREAS, on February 1, 2023, the Mayor and City Commission approved to issue an RFQ for mobile parking payment solutions; and

WHEREAS, on February 2, 2023, RFQ 2023-051-WG was issued; and

WHEREAS, on April 5, 2023, the City received proposals from the following nine (9) firms:

- Frogparking, Inc.
- Honkmobile USA LTD.
- Hotspot Parking Inc.
- Mobile Smart City Corp
- Parkeon, Inc.
- ParkMobile, LLC
- Passport Labs, Inc.
- PayByPhone US Inc.
- Zipby USA LLC; and

WHEREAS, on May 26, 2023, the Evaluation Committee comprised of Jacqueline Caicedo, Administrative Services Manager, Parking Department; Manny Marquez, Assistant Director, Finance Department; Seychelles Martinez, Chief Software Architect, Information Technology Department; Otniel Rodriguez, Assistant Director, Transportation and Mobility Department; and Alberto Ventura, Assistant Director, Parking Department, convened to consider proposals; and

WHEREAS, the Committee was provided an overview of the project, information relative to the City's Cone of Silence Ordinance, the Government Sunshine Law, general information on the scope of services and a copy of each proposal; and

WHEREAS, the Committee was instructed to score and rank each proposal pursuant to the evaluation criteria established in the RFQ; and

WHEREAS, the evaluation process resulted in the proposers being ranked by the Evaluation Committee in the following order:

1st ranked – ParkMobile, LLC
2nd ranked – PayByPhone US Inc.
3rd ranked – Parkeon, Inc. (Flowbird)
4th ranked – Mobile Smart City Corp
5th ranked – HonkMobile USA LTD.

6th ranked – Passport Labs, Inc.
7th ranked – Zipby USA LLC
8th ranked – Hotspot Parking Inc.
9th ranked – Frogparking, Inc.

WHEREAS, on June 28, 2023, via Resolution No. 2023-32625, the Mayor and City Commission authorized the Administration to simultaneously negotiate with ParkMobile, LLC, and PayByPhone US Inc., the first and second-ranked firms, respectively, with the final negotiated Agreement(s) subject to the prior approval of the Mayor and City Commission; and

WHEREAS, as directed by the City Commission, the Administration successfully negotiated agreements with ParkMobile, LLC and PayByPhone US Inc.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission approve the agreements with ParkMobile, LLC, and PayByPhone Us Inc., following the successful negotiations by the Administration, pursuant to request for qualifications (RFQ) No. 2023-051-wg for Mobile Parking Payment Systems; and authorize the City Manager and City Clerk to execute the final agreements with ParkMobile, LLC, and PayByPhone Us Inc.

PASSED AND ADOPTED this 31 day of January 2024.

ATTEST:

FEB 0 6 2024

RAFAEL E. GRANADO, CITY CLERK

STEVEN MEINER, MAYOR

MIAMI BEACH INCORPORATED MARCH 26 1915

Sponsored by Commissioner Alex J. Fernandez

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney DK Date 1-16-24

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Honorable Mayor Steven Meiner and Members of the City Commission

FROM: Alina T. Hudak, City Manager

DATE: January 31, 2024

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING THE AGREEMENTS WITH PARKMOBILE, LLC, AND PAYBYPHONE US INC., PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) NO. 2023-051-WG, FOR MOBILE PARKING PAYMENT SYSTEMS; AND AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE THE FINAL AGREEMENTS**

RECOMMENDATION

It is recommended that the Mayor and City Commission adopt the Resolution approving the agreements with ParkMobile, LLC, and PayByPhone US, Inc., pursuant to Request for Qualifications (RFQ) 2023-051-WG for mobile parking payment systems. The Resolution also authorizes the City Manager and City Clerk to execute the final agreements.

BACKGROUND/HISTORY

Mobile parking payment systems provide an alternative to the traditional ways of paying for parking such as parking meters. Many firms offer mobile parking payment technology to users through the use of a telephone application. Over the past ten (10) years, the City has engaged with ParkMobile USA, Inc. for provision of these services. The agreement with ParkMobile was set to expire on February 23, 2023.

On October 26, 2022, the City Commission directed the Administration to explore options for contracting with the best mobile parking payment application service, including, but not limited to, mobile parking payment applications being used by neighboring jurisdictions to maximize convenience to residents and local visitors.

Pursuant to the City Commission's direction on October 26, 2022, staff returned to the City Commission on December 14, 2022, after having researched which mobile parking payment solutions were being utilized by neighboring jurisdictions and whether the City could piggyback any of the contracts executed by these agencies. All local jurisdictions were queried, and responses were received from the following:

1) City of Miami/Miami Parking Authority;
2) City of Coral Gables;
3) City of Doral;
4) City of Hallandale and
5) City of Fort Lauderdale.

The City of Miami/Miami Parking Authority responded that its contract had been competitively solicited and awarded to PayByPhone US Inc. ("PayByPhone") in 2014 and is scheduled to expire in 2025. The other four (4) agencies responded that they were piggybacking off the City of Miami/Miami Parking Authority Contract.

The City of Miami/Miami Parking Authority's contract with PayByPhone is similar to the City's current contract with ParkMobile in that it allows for a resident discount rate and does not charge residents a transaction fee. However, unlike the City's current contract, under which the City does not pay any charges (resident transaction fees are absorbed by visitors in the visitor rates charged), the City of Miami/Miami Parking Authority contract would allow the City to absorb the resident transaction fees. Doing so is estimated to cost the City $136,000.00 annually. This estimate is based on approximately 503,000 resident transactions at the current PayByPhone convenience fee of $0.27.

Staff also identified competitive contracts awarded to PayByPhone by the National Cooperative Purchasing Alliance (NCPA) and the City of Tampa. However, the NCPA contract does not allow for discounted rates and no transaction fees to residents. Further, the Agreement with the City of Tampa contains local preference language that typically precludes other agencies from piggybacking.

Staff was unable to identify a contract awarded to PayByPhone that meets the City's current requirements to offer residents discount rates and fee waivers. This is an important distinction because piggybacking typically requires that the agency desiring to piggyback accept the terms, conditions, and pricing of the other agency's contract without modification.

During the research process, staff learned that some jurisdictions (e.g., the City of Tampa) had awarded contracts for mobile parking payment solutions to more than one provider as a means of extending convenience to visitors traveling into the City from areas serviced by other providers.

As a result, the Administration recommended the City Commission authorize the preparation of a competitive solicitation for a replacement contract for mobile parking payment solutions that appropriately prioritizes, among other relevant factors, the convenience to the customer and potential benefits to the City of utilizing a mobile parking payment solution provider used by a majority of neighboring jurisdictions. The solicitation would also allow an award of a contract to more than one mobile parking payment solutions provider if the City Commission deems that doing so is in the City's best interest.

On February 1, 2023, the Mayor and City Commission approved the issuance of RFQ No. 2023-051-WG for mobile parking payment solutions and also approved a month-to-month extension of the current agreement with ParkMobile USA, Inc. until a replacement agreement is executed and mobile parking payment service has been transitioned to a new service provider. RFQ responses were due and received on April 5, 2023. The City received nine (9) proposals from the following firms: Frogparking, Inc., Honkmobile USA LTD., Hotspot Parking Inc., Mobile Smart City Corp, Parkeon, Inc., ParkMobile, LLC, Passport Labs, Inc., PayByPhone US Inc., and Zipby USA LLC

On May 26, 2023, the Evaluation Committee, appointed by the City Manager via Letter to Commission No. 223-2023, convened to consider the proposals received. The results of the Evaluation Committee process are detailed in Attachment A and resulted in the following rankings:

1st ranked – ParkMobile, LLC
2nd ranked – PayByPhone US Inc.
3rd ranked – Parkeon, Inc. (Flowbird)
4th ranked – Mobile Smart City Corp

5th ranked – HonkMobile USA LTD.
6th ranked – Passport Labs, Inc.
7th ranked – Zipby USA LLC
8th ranked – Hotspot Parking Inc.
9th ranked – Frogparking, Inc.

On June 28, 2023, the Mayor and City Commission approved Resolution No. 2023-32625 (attached hereto) authorizing the Administration to simultaneously negotiate with ParkMobile, LLC, and PayByPhone US Inc., the first and second-ranked firms, respectively. The Resolution also requires that the final negotiated Agreement(s) with the recommended proposer(s) shall be subject to the prior approval of the Mayor and City Commission.

ANALYSIS

As directed by the City Commission, staff negotiated agreements with ParkMobile, LLC and PayByPhone US Inc, the 1st and 2nd ranked firms, respectively. ParkMobile and PaybyPhone are leaders in the mobile parking payment field, both were founded over fifteen years ago and have contracts with multiple municipalities in Florida. As the City already has history with ParkMobile as a service provider, adding PaybyPhone to our payment options will further facilitate the parking user experience in the City. Despite the many similarities between these companies, there are also major differences, including management of transaction fees. Negotiation discussions commenced on July 6, 2023, negotiating the waiver of transaction/convenience fees and agreeing to an acceptable resident access format resulted in extensive negotiations. ParkMobile waives transaction fees for City residents. PaybyPhone agreed to the terms proposed by the City and committed to developing technology and implementing operational changes to allow for the waiver of transaction fees for City residents. The Administration's goal was to negotiate similar contracts with both firms to provide for easier enforcement of the agreements, while providing seamless options to customers. Through extensive discussions and a cooperative spirit, this goal was reached. The negotiated Agreements are attached hereto as Attachment A.

The most significant terms are highlighted below.

- The initial term of this Agreement shall be for a period of five (5) years. At the City Manager's sole and absolute discretion and provided further that the concessionaire is not in default under this Agreement, the City may extend the term of this Agreement for two (2) additional two-year periods. The concessionaire shall maintain, for the entirety of any renewal period, the same revenue share, terms, and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period and any renewal option subsequently exercised is not a right of the Concessionaire.
- Both firms have agreed to waive transaction/convenience fees for City residents.
- Both firms agree to Transaction/Convenience fees for non-residents of $.35 per session.
- PaybyPhone and ParkMobile will collaborate to provide signage (ParkMobile will design, procure and deliver the signage and PaybyPhone will cover all costs).
- ParkMobile will continue to utilize the current zones deployed throughout the City.
- For non-residents, PaybyPhone will utilize the same zones deployed by ParkMobile.
- However, for residents, PaybyPhone will require unique zones to access the $.35 transaction fee waiver.

LOBBYIST DISCLOSURE

In accordance with Resolution No. 2023-32857, adopted by the City Commission on December 13, 2023, the following information has been provided by the Administration.

1. Was the Agenda Item initially requested by a lobbyist which, as defined in Code Sec. 2-481, includes a principal engaged in lobbying? No

2. If so, specify name of lobbyist(s) and principal(s): Not Applicable

SUPPORTING SURVEY DATA
Not Applicable

FINANCIAL INFORMATION
For FY23 total parking meter revenue was $27,943,000 of which 85% or $23,751,550 was collected through ParkMobile. Pursuant to this agreement ParkMobile and PayByPhone will collect parking revenue for the City of Miami Beach. A $.35 transaction/convenience fee is charged to non-residents. Transaction/convenience fees are waived for City of Miami Beach residents.

ACCOUNTS:
This is a revenue collection agreement.

CONCLUSION:
Based on the foregoing, it is recommended that the Mayor and City Commission adopt the Resolution, approving the agreements with ParkMobile, LLC, and PayByPhone US Inc., pursuant to Request for Qualifications (RFQ) No. 2023-051-WG, for mobile parking payment systems. The Resolution also authorizes the City Manager and City Clerk to execute the final agreements with ParkMobile, LLC, and PayByPhone US Inc.

ATTACHMENTS:
A – Agreement with ParkMobile, LLC
B – Agreement with PayByPhone US Inc.

RW / MB / AD / KB

ATTACHMENT A

Contract no.23-051-01

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND PARKMOBILE, LLC FOR MOBILE PARKING PAYMENT SYSTEM, PURSUANT TO REQUEST FOR QUALIFICATIONS 2023-051-WG

This Professional Services Agreement ("PSA") and the **ParkMobile, LLC.** Service Agreement ("Service Agreement"), collectively, the "Agreement" is entered into this _____ ("Effective Date"), between the **CITY OF MIAMI BEACH, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida, 33139 (the "City"), and **ParkMobile, LLC**, a Delaware Limited Liability Corporation, whose address is 1100 Spring Street Northwest, Suite 200, Atlanta, GA 30309 ("Vendor" or "ParkMobile").

SECTION 1
DEFINITIONS

Additional Parking Locations:	As defined in Section 12.1 of the Agreement.
Agreement:	This Professional Services Agreement between the City and Vendor, including any exhibits and amendments thereto and the ParkMobile Service Agreement, collectively the "Agreement".
Authorized User:	City's employee, consultant, contractor, and agent who is authorized by City to access and use the Platform under the rights granted to City pursuant to this Agreement.
City Manager:	The chief administrative officer of the City.
City Manager's Designee:	The City staff member who is designated by the City Manager to administer this Agreement on behalf of the City. The City Manager's designee shall be the Parking Department Director.
Vendor	For the purposes of this Agreement, Vendor shall be deemed to be an independent contractor, and not an agent or employee of the City.
IP Rights:	Any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

Parking Locations:	The location or locations of City's on-street parking, off-street parking, reservation parking, parking lots, parking decks, permitted parking, and other facilities where ParkMobile Users may park.
Platform:	Access-controlled mobile and/or web applications, services or interfaces developed, hosted, or managed by, on behalf of, or in partnership with ParkMobile that are made available to Client to administer, configure, manage and/or monitor parking sessions, parking rates, and/or parking restrictions associated with City's Parking Locations.
Services:	The ParkMobile Application, the Platform, and all services, work and actions by the Vendor performed or undertaken pursuant to the Agreement.
Transaction Fee: Exhibit B	The Fee charged by the Vendor to the user per transaction as set forth in
Parking Rate:	The fee charged by the City for use of the parking space.
ParkMobile Application:	Any and all mobile and/or web applications, services, or interfaces developed, hosted, or managed by, on behalf of, or in partnership with ParkMobile and that are made available to the general public and that facilitate the payment of parking transactions.
Proposal Documents:	Proposal Documents shall mean City of Miami Beach **RFQ No. 2023-051-WG for Mobile Parking Payment System**, together with all amendments thereto, issued by the City in contemplation of this Agreement RFQ, and the Vendor's proposal in response thereto ("Proposal"), all of which are hereby incorporated and made a part hereof; provided, however, that in the event of an express conflict between the Proposal Documents and this Agreement, the following order of precedent shall prevail: the Professional Services Agreement; the RFQ; the Services Agreement, and the Proposal.
Risk Manager:	The Risk Manager of the City, with offices at 1700 Convention Center Drive, Third Floor, Miami Beach, Florida 33139; telephone number (305) 673-7000, Ext. 26724; and fax number (305) 673-7529.
Transaction Data:	Information and Data collected by the Vendor relating to drivers' parking sessions, which may include vehicle license plate, parking session date, time, duration, zone number and amount paid, details of parking fines/violation notices, and parking session details obtained through customer service center.
User Profile Data:	Any information about or with respect to ParkMobile users that is not related to parking sessions at the Parking Locations, including without

limitation, information provided by users upon registration for a ParkMobile account and data about the user's activity in the ParkMobile account or the Application.

Merchant of Record: Refers to the entity that is authorized to receive customer payments to its merchant account set up with its acquiring bank, including credit card and any digital wallet transactions for Services.

SECTION 2
SCOPE OF SERVICES

2.1 In consideration of the Fee to be paid to Vendor by the City, Vendor shall provide the work and services described in Exhibit "A" hereto (the "Services").

Although the Vendor may be provided with a schedule of the available hours to provide its Services, the City shall not control nor have the right to control the hours of the Services performed by the Vendor; where the Services are performed (although the City will provide Vendor with the appropriate location to perform the Services); when the Services are performed, including how many days a week the Services are performed; how the Services are performed, or any other aspect of the actual manner and means of accomplishing the Services provided. Notwithstanding the foregoing, all Services provided by the Vendor shall be performed in accordance with the terms and conditions set forth in Exhibit "B" and to the reasonable satisfaction of the City Manager. If there are any questions regarding the Services to be performed, the Vendor should contact the following person:

Monica Beltran, Director, Parking Department
1755 Meridian Avenue, 2nd Floor
Miami Beach, Florida 33139
(305) 673-7000 ext. 26863
MonicaBeltran@miamibeachfl.gov

2.2 Vendor's Services, and any deliverables incident thereto, shall be completed in accordance with the timeline and/or schedule in Exhibit C hereto.

2.3 **Services Provided by ParkMobile.** During the Term (as defined herein), ParkMobile shall perform the services for the City as described in Exhibit A hereof (as amended, modified or supplemented from time to time upon the mutual written agreement of the parties, the "Services", as further defined in Section 1). ParkMobile shall render the Services faithfully and to the best of its ability and in compliance with all applicable laws, Federal, State, and local laws, codes, ordinances, resolutions, administrative policies and procedures and/or rules and regulations, (collectively, "Applicable Laws"), devoting such time as is reasonably necessary to provide the Services. The precise times and manner of the performance of Services shall be as reasonably requested by the City, consistent with a schedule to be reasonably agreed upon from time to time by ParkMobile and the City. In connection with ParkMobile's performance of the Services, and in addition to ParkMobile's compliance with Applicable Laws, ParkMobile shall also be subject to, and agrees to abide by, such policies, procedures, directions and restrictions as the City, in its sole and reasonable discretion, may establish from time to time. ParkMobile shall implement the service within sixty (60) days of the effective date of this Agreement.

If the City requires additional work and/or services that are not included in this Agreement, ParkMobile and the City shall negotiate such additional work and/or services, mutually agree on the amount of additional compensation, and memorialize the terms in a written amendment to this Agreement.

2.4 Help and Support. ParkMobile agrees to use its reasonable efforts to assist the City with any technical support that the City may reasonably require in relation to using the Services. In furtherance of the foregoing, ParkMobile agrees to provide the City with preventative maintenance, corrective maintenance, adaptive maintenance and online, on-site and telephone support with respect to the Services. Each of ParkMobile and the City shall promptly notify the other of any errors or interruptions that arise during the City's use of the Platform, the ParkMobile Application or the Services hereunder.

2.5 Errors and Corrections. In the event of any errors or interruptions in the Services, ParkMobile's sole and exclusive obligation shall be to use reasonable efforts to repair or restore that portion of the Services as promptly as possible. Repair may take the form, at the option of ParkMobile, as the case may be, of: (i) corrected software applicable to the Services; (ii) corrected materials in hard copy or electronic form describing the use and operation of the software applicable to the Services, including any manuals and programming tools; (iii) instructions or procedures to bypass the problem until a more permanent correction can be implemented; or (iv) correction/clarification of the functional definition of the Services.

2.6 Publicity of Services. All brochures and promotional materials to be distributed by ParkMobile and the City in connection with the Services shall be in a form mutually agreed upon by the parties.

2.7 Authority of Parties; Cooperation. Each party acknowledges and agrees that it has no authority to act on behalf of the other party other than as set forth in this Agreement or to enter into any contract or to incur any liability on behalf of the other party, except with prior written consent of an authorized officer of such party. Each party covenants that it shall not at any time represent, either orally or in writing, that it has any right, power, or authority with respect to the other party not expressly granted to the other party by such party.

Each party shall reasonably cooperate with the other party to permit such party to perform its duties and obligations under this Agreement in a timely manner.

2.8 Technology Sublicense. Subject to and conditioned on City's and its Authorized Users' compliance with the terms and conditions of this Agreement, all applicable laws and regulations, and City's payment of fees, ParkMobile hereby grants the City the nonexclusive, non-transferable, non-sub-licensable, revocable right and sublicense to access and use the Platform during the Term, as defined below. The City shall not use the Platform for any use other than in connection with the Services. The City acknowledges and agrees that (a) ParkMobile shall be its exclusive source of the Platform for the Term; and (b) all Services obtained by the City shall use the Platform as necessary. The City has no interest in or right to use the Platform or any improvements thereto or modifications thereof except as set forth herein. In all instances, the City's use of the Platform shall inure to both party's benefit. During the Term or at any time thereafter, the City shall not commit, or cause any third party to commit, any act challenging, contesting, or impairing or attempting to impair ParkMobile's right, title and interest in and to the Platform or the validity thereof.

2.9 Proposal Documents. Notwithstanding the description of ParkMobile's services and without limitation, ParkMobile shall provide any and all work and services as set forth in, and in accordance to the requirements of, the Proposal Documents (which are attached as Exhibit D hereto and are hereby deemed incorporated by reference as if fully set forth herein).

SECTION 3
TERM

The term of this Agreement ("Term") shall commence on the date identified in the notice provided by the City Manager's Designee stating that all initial signage contemplated under Section 10.11 has been installed ("Signage Installation Notice"), and shall have an initial term of Five (5) years, with two (2) additional two-year renewal options, to be exercised at the City Manager's sole option and discretion, by providing Vendor with written notice of same no less than thirty (30) days prior to the expiration of the initial term.

Notwithstanding the Term provided herein, Vendor shall adhere to any specific timelines, schedules, dates, and/or performance milestones for completion and delivery of the Services, as same is/are set forth in the timeline and/or schedule referenced in Exhibit C hereto.

SECTION 4
FEE

4.1 City shall reimburse ParkMobile as set forth in Exhibit B and in accordance with Section 4.6. ParkMobile may propose an increase in the end user fees outlined in Exhibit B, not more often than once in a calendar year, to adjust for inflation and any increase in the cost of ParkMobile providing the services to City. All adjustments to the fees shall be valid upon the prior written approval of the City Manager or City Manager's Designee. City rate structure is varied and includes flat and hourly rates that differ for residents and visitors. However, other rates and/or geographic areas may be added in the future. The rates specified herein shall commence on the date specified in the Signage Installation Notice to Proceed.

4.2. Payment. The City shall serve as the Merchant of Record for ParkMobile Application transaction fees and parking rates. ParkMobile shall invoice the City and the City shall issue a check to reimburse ParkMobile in accordance with Section 4.6.

4.3 Taxes. ParkMobile's prices do not include sales, use, revenue or excise taxes, and accordingly, in addition to the price specified herein, the amount of any sales, use, excise or other similar tax applicable to the Services provided hereunder shall be paid by the City, including any taxes applicable on fees paid by the consumer, or, in lieu thereof, City shall provide ParkMobile with a tax exemption certificate issued by the appropriate taxing authority.

4.3. Billing Disputes. The City shall not be entitled to suspend payment of any disputed invoices. Any disputes must be submitted to ParkMobile in writing and with an explanation of the reason for the dispute, within forty-five (45) days. In the event that any payment dispute is resolved in favor of the City, ParkMobile shall credit City on the immediately subsequent invoice issued to City.

4.4. Expenses. Except as otherwise provided herein, ParkMobile shall not charge the City any costs for the integration of its system(s) or for the management of the project and the Services.

ParkMobile shall charge the City for ordinary, necessary and reasonable third party costs only on direct cost basis and only after the prior written approval of the City.

4.5 Merchant of Record for Prepayment Method. For any fees collected by Parkmobile via prepaid cards, Google Pay, Apple Pay PayPal or a similar prepayment application, the parties designate ParkMobile as the merchant of record. On a monthly basis, ParkMobile shall provide the City a report of all transaction fees collected on their behalf and issue a reimbursement check to the City. All fees paid under this Section 4.5 shall be paid to the City no later than 45days after invoice.

4.6 Invoices. ParkMobile will issue invoices to the City on a monthly basis for all fees due to ParkMobile under this Agreement. All payments due under this Agreement shall be paid within thirty (45) days of the invoice date. All invoices shall include a detailed description of the Services (or portion thereof) provided. All invoices submitted to the City shall be submitted to the following address:

Accounts Payable: Payables@miamibeachfl.gov

SECTION 5
TERMINATION

5.1 TERMINATION FOR CAUSE BY THE CITY

a. If either party shall fail to fulfill or otherwise violate any of the covenants, agreements, or stipulations in this Agreement, and such material breach remains uncorrected for thirty (30) days after receipt of notice by the other party, the other party shall thereupon have the right to terminate the Agreement by giving thirty (30) days' written notice to the other party of such termination. If the breaching party fails to cure in that 30-day period or the breach is incapable of cure, then the Agreement shall so terminate.

b. In that event, the City shall compensate ParkMobile in accordance with the Agreement for all Services performed by ParkMobile prior to termination, net of any costs incurred by the City as a consequence of the default.

c. Notwithstanding the above, neither party shall be relieved of liability to the other party for damages sustained by virtue of any breach of the Agreement

5.2 TERMINATION FOR CONVENIENCE OF THE CITY

THE CITY MAY ALSO, THROUGH ITS CITY MANAGER, AND FOR ITS CONVENIENCE AND WITHOUT CAUSE, TERMINATE THIS AGREEMENT AND THE SERVICES THEN REMAINING TO BE PERFORMED AT ANY TIME WITHOUT CAUSE BY GIVING WRITTEN NOTICE TO PARKMOBILE OF SUCH TERMINATION, WHICH SHALL BECOME EFFECTIVE THIRTY (30) DAYS FOLLOWING RECEIPT BY PARKMOBILE OF SUCH NOTICE. IF THE AGREEMENT IS TERMINATED BY THE CITY AS PROVIDED IN THIS SECTION, THE CITY SHALL COMPENSATE PARKMOBILE IN ACCORDANCE WITH THE AGREEMENT FOR ALL SERVICES ACTUALLY PERFORMED BY PARKMOBILE PRIOR TO TERMINATION. NO COMPENSATION SHALL BE DUE TO PARKMOBILE FOR ANY PROFITS THAT PARKMOBILE EXPECTED TO EARN ON THE BALANCE OF THE AGREEMENT. SUCH PAYMENTS

SHALL BE THE TOTAL EXTENT OF THE CITY'S LIABILITY TO PARKMOBILE UPON A TERMINATION AS PROVIDED FOR IN THIS SECTION.

ADDITIONALLY, IN THE EVENT OF A PUBLIC HEALTH, WELFARE, OR SAFETY CONCERN, AS DETERMINED BY THE CITY MANAGER, IN THE CITY MANAGER'S SOLE DISCRETION, THE CITY MANAGER, PURSUANT TO A VERBAL OR WRITTEN NOTIFICATION TO THE VENDOR, MAY IMMEDIATELY SUSPEND THE SERVICES UNDER THIS AGREEMENT FOR A TIME CERTAIN, OR IN THE ALTERNATIVE, TERMINATE THIS AGREEMENT ON A GIVEN DATE.

5.3 TERMINATION FOR CAUSE BY PARKMOBILE

ParkMobile may terminate its performance under this Agreement only if the City defaults and fails to cure the default within forty-five (45) days of receiving written notice of a notice of default delivered pursuant to Section. Default by the City occurs if the City fails to perform one or more of its material duties under this Agreement. If a default occurs and ParkMobile wishes to terminate the Agreement, then ParkMobile must deliver a written notice to the City describing the default and the proposed termination date. The date must be at least thirty (30) days after the City receives notice. ParkMobile, at its sole option, may extend the proposed termination date to a later date. If the City cures the default before the proposed termination date, then the proposed termination is ineffective. If the City does not cure the default before the proposed termination date, then ParkMobile may terminate its performance under this Agreement on the termination date.

5.4 TERMINATION FOR INSOLVENCY

Should ParkMobile (i) make a general assignment for the benefit of creditors; (ii) institute liquidation proceedings or proceedings to be adjudicated as voluntarily bankrupt; (iii) consent to the filing of a petition of bankruptcy against it; (iv) be adjudicated by a court of competent jurisdiction as being bankrupt or insolvent; (v) seek reorganization under any bankruptcy act; (vi) consent to the filing of a petition seeking such reorganization; or (vii) have a decree entered against it by a court of competent jurisdiction appointing a receiver, liquidator, trustee, or assignee in bankruptcy or in an insolvency covering all or substantially all of such party's property or providing for the liquidation or dissolution of such party's property or business affairs; then, in any such event, the City party, at its option and without prior notice, may terminate this Agreement effective immediately. In such event, the rights and obligations for the parties shall be the same as provided for in Section 5.5.

5.5 EFFECT OF TERMINATION

a. Upon termination or expiration of this Agreement, (i) the City shall pay to ParkMobile any portion of the Fees then accrued and properly payable under this Agreement; (ii) City shall promptly return to ParkMobile all materials in its possession with the performance of the Services hereunder; and (iii) City shall discontinue all use of the Platform and intellectual property of ParkMobile.

b. Notwithstanding the exercise by any party of its rights under this Article 5, no termination of this Agreement shall relieve either party of its liability for the payment or performance of any obligation accrued prior to the termination date (including any indemnification obligation arising

hereunder, whether or not notice of such indemnification claim has been given before such termination, or of any rights or obligations under any other provisions, which, by their meaning or content, are intended to survive the termination hereof).

SECTION 6
INDEMNIFICATION AND INSURANCE REQUIREMENTS

6.1 INDEMNIFICATION

Each party agrees to indemnify, defend and hold harmless (the "Indemnifying Party") the other party and its officers, employees, agents, and contractors (the "Indemnified Party"), from and against any and all actions (whether at law or in equity), claims, liabilities, losses, and expenses, including, but not limited to, attorneys' fees and costs, for personal, economic or bodily injury, wrongful death, loss of or damage to property, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of the Indemnifying Party, its officers, employees, agents, contractors, or any other person or entity acting under Indemnifying Party control or supervision, in connection with, related to, or as a result of the Indemnifying Party performance under this Agreement. To that extent, the Indemnifying Party shall pay all such claims and losses and shall pay all such costs and judgments which may be issued from any lawsuit arising from such claims and losses, and shall pay all costs and attorney's fees expended by the Indemnified Party in the defense of such claims and losses, including appeals. The Indemnifying Party expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Indemnifying Party shall in no way limit the Indemnifying Party's responsibility to indemnify, keep, and save harmless and defend the Indemnified Party or its officers, employees, agents, and instrumentalities as herein provided.

6.2 INSURANCE REQUIREMENTS

The Vendor shall maintain the below-required insurance in effect prior to awarding the agreement and for the duration of the agreement. The maintenance of proper insurance coverage is a material element of the agreement and failure to maintain or renew coverage may be treated as a material breach of the contract, which could result in termination of the Agreement.

A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440, and Employer Liability Insurance for bodily injury or disease. Should the Vendor be exempt from this Statute, the Vendor and each employee shall hold the City harmless from any injury incurred during the performance of the Contract. The exempt Vendor shall also submit (i) a written statement detailing the number of employees and that they are not required to carry Workers' Compensation insurance and do not anticipate hiring any additional employees during the term of this contract or (ii) a copy of a Certificate of Exemption.

B. Commercial General Liability Insurance on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than $1,000,000 per occurrence, and $2,000,000 general aggregate.

C. Automobile Liability Insurance covering any automobile, if the vendor has no owned automobiles, then coverage for hired and non-owned automobiles, with a limit no less than $1,000,000 combined per accident for bodily injury and property damage.

D. Umbrella Liability Insurance in an amount no less than $5,000,000 per occurrence. The umbrella coverage must be as broad as the primary General Liability coverage.

Additional Insured – City of Miami Beach must be included by endorsement as an additional insured with respect to all liability policies (except Professional Liability and Workers' Compensation) arising out of work or operations performed on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed in the form of an endorsement to the Vendor's insurance.

Notice of Cancellation – Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the City of Miami Beach c/o EXIGIS Insurance Compliance Services.

Waiver of Subrogation – Vendor agrees to obtain any endorsement that may be necessary to affect the waiver of subrogation on the coverages required. However, this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers – Insurance must be placed with insurers with a current A.M. Best rating of A:VII or higher. If not rated, exceptions may be made for members of the Florida Insurance Funds (i.e. FWCIGA, FAJUA). Carriers may also be considered if they are licensed and authorized to do insurance business in the State of Florida.

Verification of Coverage – Vendor shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Vendor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

CERTIFICATE HOLDER ON ALL COI MUST READ:

CITY OF MIAMI BEACH
c/o EXIGIS Insurance Compliance Services
P.O. Box 947
Murrieta, CA 92564

Kindly submit all certificates of insurance, endorsements, exemption letters to our servicing agent, EXIGIS, at:

Certificates-miamibeach@riskworks.com

Special Risks or Circumstances - The City of Miami Beach reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

SECTION 7
LITIGATION JURISDICTION/VENUE/JURY TRIAL WAIVER

This Agreement shall be construed in accordance with the laws of the State of Florida. This Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. By entering into this Agreement, Vendor and the City expressly waive any rights either party may have to a trial by jury of any civil litigation related to or arising out of this Agreement.

SECTION 8
LIMITATION OF CITY'S LIABILITY

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action, for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds one times the total amounts paid to ParkMobile under this agreement in the 12 month period preceding the event giving rise to the claim. Vendor hereby expresses its willingness to enter into this Agreement with Vendor's recovery from the City for any damage action for breach of contract to be limited to a maximum amount of one times the total amounts paid to ParkMobile under this agreement in the 12 month period preceding the event giving rise to the claim.

Accordingly, and notwithstanding any other term or condition of this Agreement, Vendor hereby agrees that the City shall not be liable to the Vendor for damages in an amount in excess of one times the total amounts paid to ParkMobile under this agreement in the 12 month period preceding the event giving rise to the claim for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement.

Nothing contained in this section or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability, as set forth in Section 768.28, Florida Statutes.

In no event shall any party be liable for consequential, special, indirect or incidental damages, including but not limited to any damages resulting from loss of use or profits arising out of or in connection with this agreement, whether in an action based on contract, tort (including negligence) or any other legal theory, even if the party has been advised of the possibility of such damages.

SECTION 9
DUTY OF CARE/COMPLIANCE WITH APPLICABLE LAWS/PATENT RIGHTS; COPYRIGHT; AND CONFIDENTIAL FINDINGS

9.1 DUTY OF CARE

With respect to the performance of the Services contemplated herein, Vendor shall exercise that degree of skill, care, efficiency and diligence normally exercised by reasonable persons and/or recognized professionals with respect to the performance of comparable work and/or services.

9.2 COMPLIANCE WITH APPLICABLE LAWS

In its performance of the Services, Vendor shall comply with all applicable laws, ordinances, and regulations of the City, Miami-Dade County, the State of Florida, and the federal government, as applicable.

9.3 PATENT RIGHTS; COPYRIGHT; CONFIDENTIAL FINDINGS

a. ParkMobile agrees to defend and indemnify City for all losses, costs and damages resulting from a claim and/or determination that the Services as supplied to the City infringe any United States patent rights, copyrights or trademarks provided that: City promptly notifies ParkMobile in writing upon City becoming aware of the existence of any such suit, action, proceeding or threat; allows ParkMobile sole control of the defense and/or settlement thereof; provides such reasonable cooperation as ParkMobile may require; and, makes no admissions or other statements which may be prejudicial to ParkMobile. In no event shall City consent to any judgment or decree or do any other act in compromise of any such claim without ParkMobile's express prior written consent. In no event will ParkMobile be liable for the payment of any amount agreed to in settlement without its express consent.

b. In the event that the City is enjoined from its use of the Services due to a proceeding based upon the infringement of patent, copyright or trademark in the United States, ParkMobile shall, at its option, either:

i. promptly render the Services non-infringing and capable of providing services as intended; or
ii. procure for City and its customers the right to continue using the Services; or
iii. replace the Services with non-infringing goods; or
iv. remove the Services and refund any expense of the City.

c. ParkMobile shall have no liability in respect of any claim based upon:

i. use, operation or combination of the Services with software, hardware, data, or equipment not supplied by ParkMobile if such infringement would have been avoided but for such use, operation or combination; or
ii. use of the Services other than in accordance with ParkMobile's specifications if such infringement would have been avoided but for use of the Services not in accordance with ParkMobile specifications; or
iii. Services that have been modified by any party other than DPT if such infringement would have been avoided but for such modification.

d. Neither party will disclose the other party's or its affiliates' confidential or proprietary information, including Transaction Data and User Profile Data ("Confidential Information") (including the terms of this Agreement and any information provided by the other party that is confidentially maintained or proprietary or which derives value from not being generally known to persons who can obtain economic value from its disclosure or use or that a reasonable person would consider confidential, given the context) except:

i. with the other party's consent;
ii. to employees, agents and contractors who have a need to know in the discharge of their duties and who are subject to a contractual obligation to keep such information confidential that is at least as restrictive as this Agreement; or
iii. when required to do so by law or by any binding rule, order or request.

For purposes of this Section 9, the parties agree that confidential or proprietary information does not include any information that is:

i. already known to the receiving party at the time of disclosure hereunder (other than from the other party or its affiliates) as demonstrated by its written records;

ii. now or hereafter becomes publicly known other than through acts or omissions of the receiving party, or anyone to whom the receiving party disclosed such information;

iii. disclosed to the receiving party, by a third party, under no obligation of confidentiality to the disclosing party or any other party; or

iv. independently developed by the receiving party without reliance on the confidential information of the disclosing party as shown by its written records.

Each party shall exercise reasonable commercial care in protecting the confidentiality of the other party's confidential information disclosed to it. The parties agree that an actual or threatened breach of this provision would result in irreparable harm to the party whose confidential information would be disclosed in breach, and shall entitle that party to temporary or permanent injunctive relief without proof of actual damages.

SECTION 10
GENERAL PROVISIONS

10.1 AUDIT AND INSPECTIONS

Upon reasonable verbal or written notice to Vendor, and at any time during normal business hours (i.e. 9AM – 5PM, Monday through Fridays, excluding nationally recognized holidays), and as often as the City Manager may, in his/her reasonable discretion and judgment, deem necessary, there shall be made available to the City Manager at ParkMobile's headquarters, and/or such representatives as the City Manager may deem to act on the City's behalf, to audit, examine, and/ or inspect, any and all other documents and/or records relating to all matters covered by this Agreement. Vendor shall maintain any and all such records at its place of business at the address set forth in the "Notices" section of this Agreement.

10.2 INSPECTOR GENERAL AUDIT RIGHTS

(A) Pursuant to Section 2-256 of the Code of the City of Miami Beach, the City has established the Office of the Inspector General which may, on a random basis, perform reviews, audits, inspections and investigations on all City contracts, throughout the duration of said contracts. This random audit is separate and distinct from any other audit performed by or on behalf of the City.

(B) The Office of the Inspector General is authorized to investigate City affairs and empowered to review past, present and proposed City programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor City projects and programs. Monitoring of an existing City project or program may include a report concerning whether the project is on time, within budget and in conformance with the contract documents and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Vendor, its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption. Pursuant to Section 2-378 of the City Code, the City is allocating a percentage of its overall annual contract expenditures to fund the activities and operations of the Office of Inspector General.

(C) Upon ten (10) business days written notice to the Vendor, the Vendor shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General is empowered to retain the services of independent private sector auditors to audit, investigate, monitor, oversee, inspect and review operations activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Vendor its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption.

(D) The Inspector General shall have the right to inspect and copy all documents and records in the Vendor's possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, except to the extent such records contain personally identifiable information, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.

(E) The Vendor shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this Agreement, for examination, audit, or reproduction, until three (3) years after final payment under this Agreement or for any longer period required by statute or by other clauses of this Agreement. In addition:

i. If this Agreement is completely or partially terminated, the Vendor shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and

ii. The Vendor shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this Agreement until such appeals, litigation, or claims are finally resolved.

(F) The provisions in this section shall apply to the Vendor, its officers, agents, employees, subcontractors and suppliers. The Vendor shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Vendor in connection with the performance of this Agreement.

(G) Nothing in this section shall impair any independent right to the City to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the City by the Vendor or third parties.

10.3 ASSIGNMENT, TRANSFER OR SUBCONSULTING

With the exception of an assignment to ParkMobile's parent company, Vendor shall not subcontract, assign, or transfer all or any portion of any work and/or service under this Agreement without the prior written consent of the City Manager, which consent, if given at all, shall be in the Manager's sole judgment and discretion. Neither this Agreement, nor any term or provision hereof, or right hereunder, shall be assignable unless as approved pursuant to this section, and any attempt to make such assignment (unless approved) shall be void.

10.4 PUBLIC ENTITY CRIMES

Prior to commencement of the Services, the Vendor shall file a State of Florida Form PUR 7068, Sworn Statement under Section 287.133(3)(a) Florida Statute on Public Entity Crimes with the City's Procurement Division.

10.5 NO DISCRIMINATION

In connection with the performance of the Services, the Vendor shall not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, sex, age, disability, religion, income or family status.

Additionally, Vendor shall comply fully with the City of Miami Beach Human Rights Ordinance, codified in Chapter 62 of the City Code, as may be amended from time to time, prohibiting discrimination in employment, housing, public accommodations, and public services on account of actual or perceived race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, age, disability, ancestry, height, weight, domestic partner status, labor organization membership, familial situation, or political affiliation.

10.6 CONFLICT OF INTEREST

Vendor herein agrees to adhere to and be governed by all applicable Miami-Dade County Conflict of Interest Ordinances and Ethics provisions, as set forth in the Miami-Dade County Code, as may be amended from time to time; and by the City of Miami Beach Charter and Code,

as may be amended from time to time; both of which are incorporated by reference as if fully set forth herein.

Vendor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of the Services. Vendor further covenants that in the performance of this Agreement, Vendor shall not employ any person having any such interest. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefits arising therefrom.

10.7 VENDOR'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

(A) Vendor shall comply with Florida Public Records law under Chapter 119, Florida Statutes, as may be amended from time to time.

(B) The term "public records" shall have the meaning set forth in Section 119.011(12), which means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the City.

(C) Pursuant to Section 119.0701 of the Florida Statutes, if the Vendor meets the definition of "Contractor" as defined in Section 119.0701(1)(a), the Vendor shall:

(1) Keep and maintain public records required by the City to perform the service;

(2) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the Agreement if the Vendor does not transfer the records to the City;

(4) Upon completion of the Agreement, transfer, at no cost to the City, all public records in possession of the Vendor or keep and maintain public records required by the City to perform the service. If the Vendor transfers all public records to the City upon completion of the Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

(D) REQUEST FOR RECORDS; NONCOMPLIANCE.

(1) A request to inspect or copy public records relating to the City's contract for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Vendor of the request, and the Vendor must provide the records to the City or allow the records to be inspected or copied within a reasonable time.

(2) Vendor's failure to comply with the City's request for records shall constitute a breach of this Agreement, and the City, at its sole discretion, may: (1) unilaterally terminate the Agreement; (2) avail itself of the remedies set forth under the Agreement; and/or (3) avail itself of any available remedies at law or in equity.

(3) A Vendor who fails to provide the public records to the City within a reasonable time may be subject to penalties under s. 119.10.

(E) CIVIL ACTION.

(1) If a civil action is filed against a Vendor to compel production of public records relating to the City's contract for services, the court shall assess and award against the Vendor the reasonable costs of enforcement, including reasonable attorneys' fees, if:

a. The court determines that the Vendor unlawfully refused to comply with the public records request within a reasonable time; and

b. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Vendor has not complied with the request, to the City and to the Vendor.

(2) A notice complies with subparagraph (1)(b) if it is sent to the City's custodian of public records and to the Vendor at the Vendor's address listed on its contract with the City or to the Vendor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

(3) A Vendor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

(F) **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

CITY OF MIAMI BEACH
ATTENTION: RAFAEL E. GRANADO, CITY CLERK
1700 CONVENTION CENTER DRIVE
MIAMI BEACH, FLORIDA 33139
E-MAIL: RAFAELGRANADO@MIAMIBEACHFL.GOV
PHONE: 305-673-7411

10.8 FORCE MAJEURE

(A) A "Force Majeure" event is an event that (i) in fact causes a delay in the performance of the Vendor or the City's obligations under the Agreement, and (ii) is beyond the reasonable control of such party unable to perform the obligation, and (iii) is not due to an intentional act, error, omission, or negligence of such party, and (iv) could not have reasonably been foreseen and prepared for by such party at any time prior to the occurrence of the event. Subject to the foregoing criteria, Force Majeure may include

events such as war, civil insurrection, riot, fires, epidemics, pandemics, terrorism, sabotage, explosions, embargo restrictions, quarantine restrictions, transportation accidents, strikes, strong hurricanes or tornadoes, earthquakes, or other acts of God which prevent performance. Force Majeure shall not include technological impossibility, inclement weather, or failure to secure any of the required permits pursuant to the Agreement.

(B) If the City or Vendor's performance of its contractual obligations is prevented or delayed by an event believed by to be Force Majeure, such party shall immediately, upon learning of the occurrence of the event or of the commencement of any such delay, but in any case within fifteen (15) business days thereof, provide notice: (i) of the occurrence of event of Force Majeure, (ii) of the nature of the event and the cause thereof, (iii) of the anticipated impact on the Agreement, (iv) of the anticipated period of the delay, and (v) of what course of action such party plans to take in order to mitigate the detrimental effects of the event. The timely delivery of the notice of the occurrence of a Force Majeure event is a condition precedent to allowance of any relief pursuant to this section; however, receipt of such notice shall not constitute acceptance that the event claimed to be a Force Majeure event is in fact Force Majeure, and the burden of proof of the occurrence of a Force Majeure event shall be on the requesting party.

(C) No party hereto shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable, in whole or in part, by Force Majeure to carry out such obligations. The suspension of any of the obligations under this Agreement due to a Force Majeure event shall be of no greater scope and no longer duration than is required. The party shall use its reasonable best efforts to continue to perform its obligations hereunder to the extent such obligations are not affected or are only partially affected by the Force Majeure event, and to correct or cure the event or condition excusing performance and otherwise to remedy its inability to perform to the extent its inability to perform is the direct result of the Force Majeure event with all reasonable dispatch.

(D) Obligations pursuant to the Agreement that arose before the occurrence of a Force Majeure event, causing the suspension of performance, shall not be excused as a result of such occurrence unless such occurrence makes such performance not reasonably possible. The obligation to pay money in a timely manner for obligations and liabilities which matured prior to the occurrence of a Force Majeure event shall not be subject to the Force Majeure provisions.

(E) Notwithstanding any other provision to the contrary herein, in the event of a Force Majeure occurrence, the City may, at the sole discretion of the City Manager, suspend the City's payment obligations under the Agreement, and may take such action without regard to the notice requirements herein. Additionally, in the event that an event of Force Majeure delays a party's performance under the Agreement for a time period greater than thirty (30) days, the City may, at the sole discretion of the City Manager, terminate the Agreement on a given date, by giving written notice to Vendor of such termination. If the Agreement is terminated pursuant to this section, Vendor shall be paid for any Services satisfactorily performed up to the date of termination; following which the City shall be discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement. In no event will any condition of Force Majeure extend this Agreement beyond its stated term.

10.9 E-VERIFY

(A) Vendor shall comply with Section 448.095, Florida Statutes, "Employment Eligibility" ("E-Verify Statute"), as may be amended from time to time. Pursuant to the E-Verify Statute, commencing on January 1, 2021, Vendor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees during the Term of the Agreement. Additionally, Vendor shall expressly require any subcontractor performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract Term. If Vendor enters into a contract with an approved subcontractor, the subcontractor must provide the Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Vendor shall maintain a copy of such affidavit for the duration of the Agreement or such other extended period as may be required under this Agreement.

(B) TERMINATION RIGHTS.

(1) If the City has a good faith belief that Vendor has knowingly violated Section 448.09(1), Florida Statutes, the City shall terminate this Agreement with Vendor for cause, and the City shall thereafter have or owe no further obligation or liability to Vendor.

(2) If the City has a good faith belief that a subcontractor has knowingly violated the foregoing Subsection 10.9(A), but the Vendor otherwise complied with such subsection, the City will promptly notify the Vendor and order the Vendor to immediately terminate the Agreement with the subcontractor. Vendor's failure to terminate a subcontractor shall be an event of default under this Agreement, entitling City to terminate the Vendor's contract for cause.

(3) A contract terminated under the foregoing Subsection (B)(1) or (B)(2) is not in breach of contract and may not be considered as such.

(4) The City or Vendor or a subcontractor may file an action with the Circuit or County Court to challenge a termination under the foregoing Subsection (B)(1) or (B)(2) no later than 20 calendar days after the date on which the contract was terminated.

(5) If the City terminates the Agreement with Vendor under the foregoing Subsection (B)(1), Vendor may not be awarded a public contract for at least 1 year after the date of termination of this Agreement.

(6) Vendor is liable for any additional costs incurred by the City as a result of the termination of this Agreement under this Section 10.9.

10.10 **TRADEMARKS; PROMOTION MATERIALS**

Parkmobile hereby grants the City a non-transferable, non-sublicensable, non-exclusive license to use its name and trademarks, without modification unless approved by Parkmobile, solely in connection with the City's marketing and use of the Services in the City facilities.

10.11 **STATUS MEETINGS**

On periodic basis, but not less than quarterly, upon request, an appropriate representative of each party shall conduct a joint meeting to discuss the status of the Services, as well as to answer questions, gather information and resolve disputes that may occur from time to time. It is the expectation of the parties that the representatives of the parties shall communicate directly with

one another and work directly with one another to ensure that all Services provided hereunder are completed on a timely and complete basis. All meetings pursuant to this Section 10.11 may be face to face, video or telephonic meetings as may be agreed upon by the parties. Each party shall bear its own costs of attending or participating in such meetings.

10.12 SIGNAGE

ParkMobile shall, at no cost to the City, coordinate with PayByPhone to design, procure, and deliver all signage for the Parking Locations, including any signage necessary to replace outdated signage placed at a Parking Location under a previous agreement. All signage shall include information for both the City's other mobile parking payment provider, PayByPhone, and ParkMobile equally. ParkMobile and PayByPhone shall coordinate the production of the Signage and shall secure the prior written approval of the City. Upon receiving approval from the City, ParkMobile and PayByPhone shall produce and deliver all Signage to the City. The City shall be responsible for the costs of all subsequent Signage for go-live or additional phase areas. The City is responsible for the installation of all signs and decals.

The number of signs included for a Parking Location shall be mutually agreed upon by the City, PayByPhone, and ParkMobile for each Parking Location.

SECTION 11
NOTICES

Until changed by notice, in writing, all such notices and communications shall be addressed as follows:

TO VENDOR:

ParkMobile, LLC
1100 Spring Street Northwest, Suite 200
Atlanta, GA 30309
Attn: Brooke Krieger

For legal notices:
With a copy to ParkMobile's Legal Department at the above address and to legal-notices@parkmobile.io

TO CITY:

City of Miami Beach, Parking Department
C/O Parking Director
1755 Meridian Avenue, 2nd Floor
Miami Beach, Florida 33139
MonicaBeltran@miamibeachfl.gov

All notices mailed electronically to either party shall be deemed to be sufficiently transmitted.

SECTION 12
MISCELLANEOUS PROVISIONS

12.1 CHANGES AND ADDITIONS

This Agreement cannot be modified or amended without the express written consent of the parties. No modification, amendment, or alteration of the terms or conditions contained herein

shall be effective unless contained in a written document executed with the same formality and of cqual dignity herewith. In the event Client wishes to add new Parking Locations in addition to the Initial Parking Locations (the "Additional Parking Locations") or to add parking spaces to an existing Parking Location, the amendment will be effective against both parties if it is in the form of email between implementation personnel of the parties and, effective the date of such email, the Appendix A will be read to include these Additional Parking Locations or parking spaces.

12.2 SEVERABILITY

If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected and every other term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

12.3 WAIVER OF BREACH

A party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A party's waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

12.4 JOINT PREPARATION

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

12.5 REPRESENTATIONS and WARRANTIES

Each of ParkMobile and City hereby represents, warrants, and covenants to the other party hereto as follows:

(a) It is duly organized and validly existing under the laws of the state of its incorporation and has full power and authority to carry on its business as it is now being conducted and to own and operate its properties and assets;

(b) The execution, delivery and performance of this Agreement by such party has been duly authorized by all requisite corporate or limited liability company action, as applicable;

(c) It has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and

(d) The execution, delivery and performance by it of this Agreement and its compliance with the terms and provisions hereof do not and will not conflict with or result in a breach of any of the terms or provisions of or constitute a default under the provisions of its charter documents or bylaws, or any order, writ, injunction or decree of any court or governmental authority entered against it or by which any of its property is bound.

12.6 DISCLAIMER OF WARRANTIES

THE SERVICES ARE PROVIDED "AS IS" AND WITH ALL FAULTS RELATED TO ANY THIRD PARTY HARDWARE OR EQUIPMENT AS MAY BE REQUIRED FOR USE OF THE PARKMOBILE SERVICE. PARKMOBILE DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, DIRECTLY OR INDIRECTLY, INCLUDNG WITHOUT LIMITATION, ANY WARRANTY OF CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF USE WITH RESPECT TO, ARISING OUT OF OR IN CONNECTION WITH ANY THIRD PARTY HARDWARE USED IN CONNECTION WITH THE SERVICES TO BE PERFORMED HEREUNDER BY SUCH PARTY OR THE RESULTS OBTAINED THEREBY.

12.7 ENTIRETY OF AGREEMENT

The City and Vendor agree that this is the entire agreement between the parties. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Title and paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the parties to this Agreement.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials, as of the date first entered above.

FOR CITY: **CITY OF MIAMI BEACH, FLORIDA**

ATTEST:

By: _____ _____
Rafael E. Granado, City Clerk Alina T. Hudak, City Manager

Date: _____

FOR VENDOR:

PARKMOBILE, LLC

By: _____

_____
Print Name and Title

Date: _____

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney Date 12/21/23

EXHIBIT A
SERVICE AGREEMENT

EXHIBIT B
FEE SCHEDULE

ParkMobile shall charge the end user an end-user fee as outlined in the pricing below:

Convenience Fee paid by Residents	$No Fee
Convenience Fee paid by Non-Residents utilizing ParkMobile Wallet	$0.30
Convenience Fee paid by Non-Residents without utilizing ParkMobile Wallet	$0.35

Contract no. 23-051-02

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND PAYBYPHONE US INC. FOR MOBILE PARKING PAYMENT SYSTEM, PURSUANT TO REQUEST FOR QUALIFICATIONS 2023-051-WG

This Professional Services Agreement ("PSA") and the **PayByPhone US Inc.**, Service Agreement ("Service Agreement"), collectively, the "Agreement" is entered into this _____("Effective Date"), between the **CITY OF MIAMI BEACH, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida, 33139 (the "City" or "Client"), and **PayByPhone US Inc.**, a Delaware Corporation, whose address is 48 Wall Street, Suite 1100, New York, New York 10005 ("Vendor" or "PayByPhone").

SECTION 1
DEFINITIONS

Additional Parking Locations:	As defined in Section 12.1 of the Agreement.
Agreement:	This Professional Services Agreement between the City and Vendor, including any exhibits and amendments thereto and the PayByPhone Service Agreement, collectively the "Agreement".
City Manager:	The chief administrative officer of the City.
City Manager's Designee:	The City staff member who is designated by the City Manager to administer this Agreement on behalf of the City. The City Manager's designee shall be the Parking Department Director.
Vendor	For the purposes of this Agreement, Vendor shall be deemed to be an independent contractor, and not an agent or employee of the City.
IP Rights:	Any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

Parking Locations:	The location or locations of City's on-street parking, off-street parking, reservation parking, parking lots, parking decks, permitted parking, and other facilities where PayByPhone users may park.
Platform:	Access-controlled mobile and/or web applications, services or interfaces developed, hosted, or managed by, on behalf of, or in partnership with PayByPhone that are made available to Client to administer, configure, manage and/or monitor parking sessions, parking rates, and/or parking restrictions associated with City's Parking Locations.
Services:	The PayByPhone applications, the Platform and all services, work and actions by the Vendor performed or undertaken pursuant to the Agreement.
Convenience Fee:	The fee charged to the user by the City, as set forth in Exhibit B, that is non-embedded and on top of the Parking Rate.
Parking Rate:	The fee charged to the user by the City for use of the parking space.
Transaction Fee:	The fee charged by the Vendor to the City per Transaction as set forth in Exhibit B.
Proposal Documents:	Proposal Documents shall mean City of Miami Beach **RFQ No. 2023-051-WG for Mobile Parking Payment System**, together with all amendments thereto, issued by the City in contemplation of this Agreement RFQ, and the Vendor's proposal in response thereto ("Proposal"), all of which are hereby incorporated and made a part hereof; provided, however, that in the event of an express conflict between the Proposal Documents and this Agreement, the following order of precedent shall prevail: the Professional Services Agreement; the RFQ; the Services Agreement, and the Proposal.
Risk Manager:	The Risk Manager of the City, with offices at 1700 Convention Center Drive, Third Floor, Miami Beach, Florida 33139; telephone number (305) 673-7000, Ext. 26724; and fax number (305) 673-7529.
Transaction Data:	Information and data collected by the Vendor relating to drivers' parking sessions at the Parking Locations, which may include vehicle license plate, parking session date, time, duration, zone number and amount paid, details of parking fines/violation notices, and parking session details obtained through customer service center.
User Profile Data:	Any information about or with respect to PayByPhone service users that is not related to parking sessions at the Parking Locations, including without limitation, information provided by users upon registration for a PayByPhone account and data about the user's activity in the PayByPhone account or the PayByPhone applications.

Merchant of Record: Refers to the entity that is authorized to receive customer payments to its merchant account set up with its acquiring bank, including credit card and any digital wallet transactions for Services.

SECTION 2
SCOPE OF SERVICES

2.1 In consideration of the Fee to be paid to Vendor by the City, Vendor shall provide the work and services described in Exhibit "A" hereto (the "Services").

Although the Vendor may be provided with a schedule of the available hours to provide its Services, the City shall not control nor have the right to control the hours of the Services performed by the Vendor; where the Services are performed (although the City will provide Vendor with the appropriate location to perform the Services); when the Services are performed, including how many days a week the Services are performed; how the Services are performed, or any other aspect of the actual manner and means of accomplishing the Services provided. Notwithstanding the foregoing, all Services provided by the Vendor shall be performed in accordance with the terms and conditions set forth in Exhibit "A" and to the reasonable satisfaction of the City Manager. If there are any questions regarding the Services to be performed, the Vendor should contact the following person:

Monica Beltran, Director, Parking Department
1755 Meridian Avenue, 2nd Floor
Miami Beach, Florida 33139
(305) 673-7000 ext. 26863
MonicaBeltran@miamibeachfl.gov

2.2 Vendor's Services, and any deliverables incident thereto, shall be completed in accordance with the timeline and/or schedule in Exhibit C hereto.

2.3 **Services Provided by PayByPhone.** During the Term (as defined herein), PayByPhone shall perform the services for the City as described in Exhibit A hereof (as amended, modified or supplemented from time to time upon the mutual written agreement of the parties, the "Services"). PayByPhone shall render the Services faithfully and to the best of its ability and in compliance with all applicable laws, Federal, State, and local laws, codes, ordinances, resolutions, administrative policies and procedures and/or rules and regulations, (collectively, "Applicable Laws"), devoting such time as is reasonably necessary to provide the Services. The precise times and manner of the performance of Services shall be as reasonably requested by the City, consistent with a schedule to be reasonably agreed upon from time to time by PayByPhone and the City. In connection with PayByPhone's performance of the Services, and in addition to PayByPhone's compliance with Applicable Laws, PayByPhone shall also be subject to, and agrees to abide by, such applicable policies, procedures, directions and restrictions as the City, in its sole and reasonable discretion, may establish from time to time and as communicated to PayByPhone. PayByPhone shall implement the Services within sixty (60) days of the Effective Date of this Agreement. The City acknowledges and agrees that PayByPhone is not liable or responsible for any delay in the implementation of the Services that is caused by any act or event outside the direct control of PayByPhone, including, but not limited to, a third party delaying integration set up.

If the City requires additional work and/or services that are not included in this Agreement, PayByPhone and the City shall negotiate such additional work and/or services, mutually agree on the amount of additional compensation, and memorialize the terms in a written amendment to this Agreement.

2.4 Help and Support. PayByPhone agrees to use its reasonable efforts to assist the City with any technical support that the City may reasonably require in relation to using the Services. In furtherance of the foregoing, PayByPhone agrees to provide the City with preventative maintenance, corrective maintenance, adaptive maintenance for the Platform and will provide City administrative staff email and telephone support with respect to the Services between 7 am to 4 pm EST, Monday to Friday. Each of PayByPhone and the City shall promptly notify the other of any errors or interruptions that arise during the City's use of PayByPhone's software or the Services hereunder.

2.5 Errors and Corrections. In the event of any errors or interruptions in the Services, PayByPhone's sole and exclusive obligation shall be to use reasonable efforts to repair or restore that portion of the Services as promptly as possible. Repair may take the form, at the option of PayByPhone, as the case may be, of: (i) corrected software applicable to the Services; (ii) corrected materials in hard copy or electronic form describing the use and operation of the software applicable to the Services, including any manuals and programming tools; (iii) instructions or procedures to bypass the problem until a more permanent correction can be implemented; or (iv) correction/clarification of the functional definition of the Services.

2.6 Publicity of Services. All brochures and promotional materials to be distributed by PayByPhone and the City in connection with the Services shall be in a form mutually agreed upon by the parties.

2.7 Authority of Parties; Cooperation. Each party acknowledges and agrees that it has no authority to act on behalf of the other party other than as set forth in this Agreement or to enter into any contract or to incur any liability on behalf of the other party, except with prior written consent of an authorized officer of such party. Each party covenants that it shall not at any time represent, either orally or in writing, that it has any right, power, or authority with respect to the other party not expressly granted to the other party by such party.

Each party shall reasonably cooperate with the other party to permit such party to perform its duties and obligations under this Agreement in a timely manner.

2.8 Technology Sublicense. PayByPhone hereby grants the City the nonexclusive, non-transferable, non-sub-licensable, revocable right and sublicense to use any applicable proprietary technology that PayByPhone licenses but does not own and relates to the Services (the "Technology") in connection with the Services. The City shall not use the Technology for any use other than in connection with the Services. The City acknowledges and agrees that (a) PayByPhone shall be its exclusive source of the Technology for the Term; and (b) all Services obtained by the City shall use the Technology as necessary. The City has no interest in or right to use the Technology or any improvements thereto or modifications thereof except as set forth herein. In all instances, the City's use of the Technology shall inure to both party's benefit. During the Term or at any time thereafter, the City shall not commit, or cause any third party to commit, any act challenging, contesting, or impairing or attempting to impair PayByPhone's right, title and interest in and to the Technology or the validity thereof.

2.9 Proposal Documents. Notwithstanding the description of PayByPhone's services and without limitation, PayByPhone shall provide any and all work and services as set forth in, and in accordance to the requirements of, the Proposal Documents (which are attached hereto and are hereby deemed incorporated by reference as if fully set forth herein).

SECTION 3
TERM

The term of this Agreement ("Term") shall commence on the date identified in the notice provided by the City Manager's Designee stating that all initial signage contemplated under Section 10.12 has been installed ("Signage Installation Notice"), and shall have an initial term of Five (5) years, with two (2) additional two-year renewal options, to be exercised at the City Manager's sole option and discretion, by providing Vendor with written notice of same no less than thirty (30) days prior to the expiration of the initial term.

Notwithstanding the Term provided herein, Vendor shall adhere to any specific timelines, schedules, dates, and/or performance milestones for completion and delivery of the Services, as same is/are set forth in the timeline and/or schedule referenced in Exhibit C hereto.

SECTION 4
FEE

4.1 City shall pay PayByPhone as set forth in Exhibit B and in accordance with Section 4.2. PayByPhone may propose an increase in the Transaction Fees outlined in Exhibit B, not more often than once in a calendar year, to adjust for inflation and any increase in the cost of PayByPhone providing the services to City. All adjustments to the Transaction Fees shall be valid upon the prior written approval of the City Manager or City Manager's Designee. City parking rate structure is varied and includes flat and hourly rates that differ for residents and visitors. However, other rates and/or geographic areas may be added in the future. The rates specified herein shall commence on the date specified in the Signage Installation Notice to Proceed.

4.2. Payment. The City will serve as the Merchant of Record for Parking Rates and any Convenience Fees. PayByPhone shall invoice the City the applicable fees as set forth in Exhibit B. The City will issue a check to pay the Vendor on a monthly basis. Payment is due no later than forty-five (45) days after invoice. Invoices shall include a detailed description of the Services (or portions thereof) provided, and shall be submitted to the City at the following address:

Accounts Payable: Payables@miamibeachfl.gov

4.3 Taxes. PayByPhone's prices do not include sales, use, revenue or excise taxes, and accordingly, in addition to the price specified herein, the amount of any sales, use, excise or other similar tax applicable to the Services provided hereunder shall be paid by the City, including any taxes applicable on fees paid by the consumer, or, in lieu thereof, City shall provide PayByPhone with a tax exemption certificate issued by the appropriate taxing authority.

4.3. Billing Disputes. The City shall not be entitled to suspend payment of any disputed invoices. Any disputes must be submitted to PayByPhone in writing and with an explanation of the reason for the dispute, within forty-five (45) days. In the event that any payment dispute is

resolved in favor of the City, PayByPhone shall credit City on the immediately subsequent invoice issued to City.

4.4. Expenses. Except as otherwise provided herein, PayByPhone shall not charge the City any costs for one (1) integration of its system(s) with the City's enforcement software solution, or for the management of the project and the Services. PayByPhone shall charge the City for ordinary, necessary and reasonable third party costs only on direct cost basis and only after the prior written approval of the City.

SECTION 5
TERMINATION

5.1 TERMINATION FOR CAUSE BY THE CITY

a. If either party shall fail to fulfill or otherwise violate any of the covenants, agreements, or stipulations in this Agreement, and such material breach remains uncorrected for thirty (30) days after receipt of notice by the other party, the other party shall thereupon have the right to terminate the Agreement by giving thirty (30) days' written notice to the other party of such termination. If the breaching party fails to cure in that 30-day period or the breach is incapable of cure, then the Agreement shall so terminate.

b. In that event, the City shall compensate PayByPhone in accordance with the Agreement for all Services performed by PayByPhone prior to termination, net of any costs incurred by the City as a consequence of the default.

c. Notwithstanding the above, neither party shall be relieved of liability to the other party for damages sustained by the City by virtue of any breach of the Agreement.

5.2 TERMINATION FOR CONVENIENCE OF THE CITY

THE CITY MAY ALSO, THROUGH ITS CITY MANAGER, AND FOR ITS CONVENIENCE AND WITHOUT CAUSE, TERMINATE THIS AGREEMENT AND THE SERVICES THEN REMAINING TO BE PERFORMED AT ANY TIME WITHOUT CAUSE BY GIVING WRITTEN NOTICE TO PAYBYPHONE OF SUCH TERMINATION, WHICH SHALL BECOME EFFECTIVE THIRTY (30) DAYS FOLLOWING RECEIPT BY PAYBYPHONE OF SUCH NOTICE. IF THE AGREEMENT IS TERMINATED BY THE CITY AS PROVIDED IN THIS SECTION, THE CITY SHALL COMPENSATE PAYBYPHONE IN ACCORDANCE WITH THE AGREEMENT FOR ALL SERVICES ACTUALLY PERFORMED BY PAYBYPHONE PRIOR TO TERMINATION. NO COMPENSATION SHALL BE DUE TO PAYBYPHONE FOR ANY PROFITS THAT PAYBYPHONE EXPECTED TO EARN ON THE BALANCE OF THE AGREEMENT. SUCH PAYMENTS SHALL BE THE TOTAL EXTENT OF THE CITY'S LIABILITY TO PAYBYPHONE UPON A TERMINATION AS PROVIDED FOR IN THIS SECTION.

ADDITIONALLY, IN THE EVENT OF A PUBLIC HEALTH, WELFARE, OR SAFETY CONCERN, AS DETERMINED BY THE CITY MANAGER, IN THE CITY MANAGER'S SOLE DISCRETION, THE CITY MANAGER, PURSUANT TO A VERBAL OR WRITTEN NOTIFICATION TO THE VENDOR, MAY SUSPEND THE SERVICES UNDER THIS AGREEMENT WITH TEN (10) DAYS PRIOR NOTICE TO VENDOR FOR A TIME

CERTAIN, OR IN THE ALTERNATIVE, TERMINATE THIS AGREEMENT ON A GIVEN DATE.

5.3 TERMINATION FOR CAUSE BY PAYBYPHONE

PayByPhone may terminate its performance under this Agreement only if the City defaults and fails to cure the default within forty-five (45) days of receiving written notice of a notice of default delivered pursuant to Section. Default by the City occurs if the City fails to perform one or more of its material duties under this Agreement. If a default occurs and PayByPhone wishes to terminate the Agreement, then PayByPhone must deliver a written notice to the City describing the default and the proposed termination date. The date must be at least thirty (30) days after the City receives notice. PayByPhone, at its sole option, may extend the proposed termination date to a later date. If the City cures the default before the proposed termination date, then the proposed termination is ineffective. If the City does not cure the default before the proposed termination date, then PayByPhone may terminate its performance under this Agreement on the termination date.

5.4 TERMINATION FOR INSOLVENCY

Should PayByPhone (i) make a general assignment for the benefit of creditors; (ii) institute liquidation proceedings or proceedings to be adjudicated as voluntarily bankrupt; (iii) consent to the filing of a petition of bankruptcy against it; (iv) be adjudicated by a court of competent jurisdiction as being bankrupt or insolvent; (v) seek reorganization under any bankruptcy act; (vi) consent to the filing of a petition seeking such reorganization; or (vii) have a decree entered against it by a court of competent jurisdiction appointing a receiver, liquidator, trustee, or assignee in bankruptcy or in an insolvency covering all or substantially all of such party's property or providing for the liquidation or dissolution of such party's property or business affairs; then, in any such event, the City party, at its option and without prior notice, may terminate this Agreement effective immediately. In such event, the rights and obligations for the parties shall be the same as provided for in Section 5.5.

5.5 EFFECT OF TERMINATION

a. Upon termination or expiration of this Agreement, (i) the City shall pay to PayByPhone any portion of the Fees then accrued and properly payable under this Agreement; (ii) City shall promptly return to PayByPhone all materials in its possession with the performance of the Services hereunder; and (iii) City shall discontinue all use of the Technology and intellectual property of PayByPhone.

b. Notwithstanding the exercise by any party of its rights under this Article 5, no termination of this Agreement shall relieve either party of its liability for the payment or performance of any obligation accrued prior to the Termination Date (including any indemnification obligation arising hereunder, whether or not notice of such indemnification claim has been given before such termination, or of any rights or obligations under any other provisions, which, by their meaning or content, are intended to survive the termination hereof).

SECTION 6
INDEMNIFICATION AND INSURANCE REQUIREMENTS

6.1 INDEMNIFICATION

Each party agrees to indemnify, defend and hold harmless (the "Indemnifying Party") the other party and its officers, employees, agents, and contractors (the "Indemnified Party"), from and against any and all actions (whether at law or in equity), claims, liabilities, losses, and expenses, including, but not limited to, attorneys' fees and costs, for personal, economic or bodily injury, wrongful death, loss of or damage to property, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of the Indemnifying Party, its officers, employees, agents, contractors, or any other person or entity acting under Indemnifying Party control or supervision, in connection with, related to, or as a result of the Indemnifying Party performance under this Agreement. To that extent, the Indemnifying Party shall pay all such claims and losses and shall pay all such costs and judgments which may be issued from any lawsuit arising from such claims and losses, and shall pay all costs and attorney's fees expended by the Indemnified Party in the defense of such claims and losses, including appeals. The Indemnifying Party expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Indemnifying Party shall in no way limit the Indemnifying Party's responsibility to indemnify, keep, and save harmless and defend the Indemnified Party or its officers, employees, agents, and instrumentalities as herein provided.

6.2 INSURANCE REQUIREMENTS

The Vendor shall maintain the below-required insurance in effect prior to awarding the agreement and for the duration of the agreement. The maintenance of proper insurance coverage is a material element of the agreement and failure to maintain or renew coverage may be treated as a material breach of the contract, which could result in withholding of payments or termination of the Agreement.

A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440, and Employer Liability Insurance for bodily injury or disease. Should the Vendor be exempt from this Statute, the Vendor and each employee shall hold the City harmless from any injury incurred during the performance of the Contract. The exempt Vendor shall also submit (i) a written statement detailing the number of employees and that they are not required to carry Workers' Compensation insurance and do not anticipate hiring any additional employees during the term of this contract or (ii) a copy of a Certificate of Exemption.

B. Commercial General Liability Insurance on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than $1,000,000 per occurrence, and $2,000,000 general aggregate.

C. Automobile Liability Insurance covering any automobile, if the vendor has no owned automobiles, then coverage for hired and non-owned automobiles, with a limit no less than $1,000,000 combined per accident for bodily injury and property damage.

D. Umbrella Liability Insurance in an amount no less than $5,000,000 per occurrence. The umbrella coverage must be as broad as the primary General Liability coverage.

Additional Insured – City of Miami Beach must be included by endorsement as an additional insured with respect to all commercial general liability policies arising out of work or operations performed on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed in the form of an endorsement to the Vendor's insurance.

Notice of Cancellation – Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the City of Miami Beach c/o EXIGIS Insurance Compliance Services.

Waiver of Subrogation – Vendor agrees to obtain any endorsement that may be necessary to affect the waiver of subrogation on the coverages required. However, this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers – Insurance must be placed with insurers with a current A.M. Best rating of A:VII or higher. If not rated, exceptions may be made for members of the Florida Insurance Funds (i.e. FWCIGA, FAJUA). Carriers may also be considered if they are licensed and authorized to do insurance business in the State of Florida.

Verification of Coverage – Vendor shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Vendor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

CERTIFICATE HOLDER ON ALL COI MUST READ:

CITY OF MIAMI BEACH
c/o EXIGIS Insurance Compliance Services
P.O. Box 947
Murrieta, CA 92564

Kindly submit all certificates of insurance, endorsements, exemption letters to our servicing agent, EXIGIS, at:

Certificates-miamibeach@riskworks.com

Special Risks or Circumstances - The City of Miami Beach reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

SECTION 7
LITIGATION JURISDICTION/VENUE/JURY TRIAL WAIVER

This Agreement shall be construed in accordance with the laws of the State of Florida. This Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. By entering into this Agreement, Vendor and the City expressly waive any rights either party may have to a trial by jury of any civil litigation related to or arising out of this Agreement.

SECTION 8
LIMITATION OF CITY'S LIABILITY

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action, for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds one times the total amounts paid to PayByPhone under this agreement in the 12 month period preceding the event giving rise to the claim. Vendor hereby expresses its willingness to enter into this Agreement with Vendor's recovery from the City for any damage action for breach of contract to be limited to a maximum amount of one times the total amounts paid to PayByPhone under this agreement in the 12 month period preceding the event giving rise to the claim.

Accordingly, and notwithstanding any other term or condition of this Agreement, Vendor hereby agrees that the City shall not be liable to the Vendor for damages in an amount in excess of one times the total amounts paid to PayByPhone under this agreement in the 12 month period preceding the event giving rise to the claim for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement.

Nothing contained in this section or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability, as set forth in Section 768.28, Florida Statutes.

In no event shall any party be liable for consequential, special, indirect or incidental damages, including but not limited to any damages resulting from loss of use or profits arising out of or in connection with this agreement, whether in an action based on contract, tort (including negligence) or any other legal theory, even if the party has been advised of the possibility of such damages.

SECTION 9
DUTY OF CARE/COMPLIANCE WITH APPLICABLE LAWS/PATENT RIGHTS; COPYRIGHT; AND CONFIDENTIAL FINDINGS

9.1 DUTY OF CARE

With respect to the performance of the Services contemplated herein, Vendor shall exercise that degree of skill, care, efficiency and diligence normally exercised by reasonable persons and/or recognized professionals with respect to the performance of comparable work and/or services.

9.2 COMPLIANCE WITH APPLICABLE LAWS

In its performance of the Services, Vendor shall comply with all applicable laws, ordinances, and regulations of the City, Miami-Dade County, the State of Florida, and the federal government, as applicable.

9.3 PATENT RIGHTS; COPYRIGHT; CONFIDENTIAL FINDINGS

a. PayByPhone agrees to defend and indemnify City for all losses, costs and damages resulting from a claim and/or determination that the Services as supplied to the City infringe any United States patent rights, copyrights or trademarks provided that: City promptly notifies PayByPhone in writing upon City becoming aware of the existence of any such suit, action, proceeding or threat; allows PayByPhone sole control of the defense and/or settlement thereof; provides such reasonable cooperation as PayByPhone may require; and, makes no admissions or other statements which may be prejudicial to PayByPhone. In no event shall City consent to any judgment or decree or do any other act in compromise of any such claim without PayByPhone's express prior written consent. In no event will PayByPhone be liable for the payment of any amount agreed to in settlement without its express consent.

b. In the event that the City is enjoined from its use of the Services due to a proceeding based upon the infringement of patent, copyright or trademark in the United States, PayByPhone shall, at its option, either:

i. promptly render the product non-infringing and capable of providing services as intended; or
ii. procure for City and its customers the right to continue using its product; or
iii. replace the product with non-infringing goods; or
iv. remove the product and refund any expense of the City.

c. PayByPhone shall have no liability in respect of any claim based upon:

i. use, operation or combination of its product with software, hardware, data, or equipment not supplied by PayByPhone if such infringement would have been avoided but for such use, operation or combination; or
ii. use of products other than in accordance with PayByPhone's specifications if such infringement would have been avoided but for use of the Products not in accordance with PayByPhone specifications; or
iii. its products that have been modified by any party other than PayByPhone if such infringement would have been avoided but for such modification.

d. Neither party will disclose the other party's or its affiliates' confidential or proprietary information, including Transaction Data and User Profile Data ("Confidential Information") (including the terms of this Agreement and any information provided by the other party that is confidentially maintained or proprietary or which derives value from not being generally known to persons who can obtain economic value from its disclosure or use or that a reasonable person would consider confidential, given the context) except:

i. with the other party's consent;

ii. to employees, agents and contractors who have a need to know in the discharge of their duties and who are subject to a contractual obligation to keep such information confidential that is at least as restrictive as this Agreement; or

iii. when required to do so by law or by any binding rule, order or request.

For purposes of this Section 9.3, the parties agree that confidential or proprietary information does not include any information that is:

i. already known to the receiving party at the time of disclosure hereunder (other than from the other party or its affiliates) as demonstrated by its written records;

ii. now or hereafter becomes publicly known other than through acts or omissions of the receiving party, or anyone to whom the receiving party disclosed such information;

iii. disclosed to the receiving party, by a third party, under no obligation of confidentiality to the disclosing party or any other party; or

iv. independently developed by the receiving party without reliance on the confidential information of the disclosing party as shown by its written records.

Each party shall exercise reasonable commercial care in protecting the confidentiality of the other party's confidential information disclosed to it. The parties agree that an actual or threatened breach of this provision would result in irreparable harm to the party whose confidential information would be disclosed in breach, and shall entitle that party to temporary or permanent injunctive relief without proof of actual damages.

SECTION 10
GENERAL PROVISIONS

10.1 AUDIT AND INSPECTIONS

Upon reasonable verbal or written notice to Vendor, and at any time during normal business hours (i.e. 9AM – 5PM, Monday through Fridays, excluding nationally recognized holidays), and as often as the City Manager may, in his/her reasonable discretion and judgment, deem necessary, there shall be made available to the City Manager, and/or such representatives as the City Manager may deem to act on the City's behalf, to audit, examine, and/ or inspect, any and all other documents and/or records relating to all matters covered by this Agreement. Vendor shall maintain any and all such records at its place of business at the address set forth in the "Notices" section of this Agreement.

10.2 INSPECTOR GENERAL AUDIT RIGHTS

(A) Pursuant to Section 2-256 of the Code of the City of Miami Beach, the City has established the Office of the Inspector General which may, on a random basis, perform reviews, audits, inspections and investigations on all City contracts, throughout the duration of said contracts. This random audit is separate and distinct from any other audit performed by or on behalf of the City.

(B) The Office of the Inspector General is authorized to investigate City affairs and empowered to review past, present and proposed City programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor City projects and programs. Monitoring of an existing City project or program may include a report concerning whether the project is on time, within budget and in conformance with the contract documents and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Vendor, its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption. Pursuant to Section 2-378 of the City Code, the City is allocating a percentage of its overall annual contract expenditures to fund the activities and operations of the Office of Inspector General.

(C) Upon ten (10) days written notice to the Vendor, the Vendor shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General is empowered to retain the services of independent private sector auditors to audit, investigate, monitor, oversee, inspect and review operations activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Vendor its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption.

(D) The Inspector General shall have the right to inspect and copy all documents and records in the Vendor's possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.

(E) The Vendor shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this Agreement, for examination, audit, or reproduction, until three (3) years after final payment under this Agreement or for any longer period required by statute or by other clauses of this Agreement. In addition:

i. If this Agreement is completely or partially terminated, the Vendor shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and

ii. The Vendor shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this Agreement until such appeals, litigation, or claims are finally resolved.

(F) The provisions in this section shall apply to the Vendor, its officers, agents, employees, subcontractors and suppliers. The Vendor shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Vendor in connection with the performance of this Agreement.

(G) Nothing in this section shall impair any independent right to the City to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the City by the Vendor or third parties.

10.3 ASSIGNMENT, TRANSFER OR SUBCONSULTING

With the exception of an assignment to PayByPhone's parent company, Vendor shall not subcontract, assign, or transfer all or any portion of any work and/or service under this Agreement without the prior written consent of the City Manager, which consent, if given at all, shall be in the Manager's sole judgment and discretion. Neither this Agreement, nor any term or provision hereof, or right hereunder, shall be assignable unless as approved pursuant to this section, and any attempt to make such assignment (unless approved) shall be void.

10.4 PUBLIC ENTITY CRIMES

Prior to commencement of the Services, the Vendor shall file a State of Florida Form PUR 7068, Sworn Statement under Section 287.133(3)(a) Florida Statute on Public Entity Crimes with the City's Procurement Division.

10.5 NO DISCRIMINATION

In connection with the performance of the Services, the Vendor shall not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, sex, age, disability, religion, income or family status.

Additionally, Vendor shall comply fully with the City of Miami Beach Human Rights Ordinance, codified in Chapter 62 of the City Code, as may be amended from time to time, prohibiting discrimination in employment, housing, public accommodations, and public services on account of actual or perceived race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, age, disability, ancestry, height, weight, domestic partner status, labor organization membership, familial situation, or political affiliation.

10.6 CONFLICT OF INTEREST

Vendor herein agrees to adhere to and be governed by all applicable Miami-Dade County Conflict of Interest Ordinances and Ethics provisions, as set forth in the Miami-Dade County Code, as may be amended from time to time; and by the City of Miami Beach Charter and Code, as may be amended from time to time; both of which are incorporated by reference as if fully set forth herein.

Vendor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of the Services. Vendor further covenants that in the performance of this Agreement, Vendor shall not employ any person having any such interest. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefits arising therefrom.

10.7 VENDOR'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

(A) Vendor shall comply with Florida Public Records law under Chapter 119, Florida Statutes, as may be amended from time to time.

(B) The term "public records" shall have the meaning set forth in Section 119.011(12), which means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the City.

(C) Pursuant to Section 119.0701 of the Florida Statutes, if the Vendor meets the definition of "Contractor" as defined in Section 119.0701(1)(a), the Vendor shall:

(1) Keep and maintain public records required by the City to perform the service;

(2) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the Agreement if the Vendor does not transfer the records to the City;

(4) Upon completion of the Agreement, transfer, at no cost to the City, all public records in possession of the Vendor or keep and maintain public records required by the City to perform the service. If the Vendor transfers all public records to the City upon completion of the Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

(D) REQUEST FOR RECORDS; NONCOMPLIANCE.

(1) A request to inspect or copy public records relating to the City's contract for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Vendor of the request, and the Vendor must provide the records to the City or allow the records to be inspected or copied within a reasonable time.

(2) Vendor's failure to comply with the City's request for records shall constitute a breach of this Agreement, and the City, at its sole discretion, may: (1) unilaterally terminate the Agreement; (2) avail itself of the remedies set forth under the Agreement; and/or (3) avail itself of any available remedies at law or in equity.

(3) A Vendor who fails to provide the public records to the City within a reasonable time may be subject to penalties under s. 119.10.

(E) CIVIL ACTION.

(1) If a civil action is filed against a Vendor to compel production of public records relating to the City's contract for services, the court shall assess and award against the Vendor the reasonable costs of enforcement, including reasonable attorneys' fees, if:

a. The court determines that the Vendor unlawfully refused to comply with the public records request within a reasonable time; and

b. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Vendor has not complied with the request, to the City and to the Vendor.

(2) A notice complies with subparagraph (1)(b) if it is sent to the City's custodian of public records and to the Vendor at the Vendor's address listed on its contract with the City or to the Vendor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

(3) A Vendor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

(F) **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

CITY OF MIAMI BEACH
ATTENTION: RAFAEL E. GRANADO, CITY CLERK
1700 CONVENTION CENTER DRIVE
MIAMI BEACH, FLORIDA 33139
E-MAIL: RAFAELGRANADO@MIAMIBEACHFL.GOV
PHONE: 305-673-7411

10.8 FORCE MAJEURE

(A) A "Force Majeure" event is an event that (i) in fact causes a delay in the performance of the Vendor or the City's obligations under the Agreement, and (ii) is beyond the reasonable control of such party unable to perform the obligation, and (iii) is not due to an intentional act, error, omission, or negligence of such party, and (iv) could not have reasonably been foreseen and prepared for by such party at any time prior to the occurrence of the event. Subject to the foregoing criteria, Force Majeure may include events such as war, civil insurrection, riot, fires, epidemics, pandemics, terrorism, sabotage, explosions, embargo restrictions, quarantine restrictions, transportation accidents, strikes, strong hurricanes or tornadoes, earthquakes, or other acts of God which prevent performance. Force Majeure shall not include technological impossibility,

inclement weather, or failure to secure any of the required permits pursuant to the Agreement.

(B) If the City or Vendor's performance of its contractual obligations is prevented or delayed by an event believed by to be Force Majeure, such party shall immediately, upon learning of the occurrence of the event or of the commencement of any such delay, but in any case within fifteen (15) business days thereof, provide notice: (i) of the occurrence of event of Force Majeure, (ii) of the nature of the event and the cause thereof, (iii) of the anticipated impact on the Agreement, (iv) of the anticipated period of the delay, and (v) of what course of action such party plans to take in order to mitigate the detrimental effects of the event. The timely delivery of the notice of the occurrence of a Force Majeure event is a condition precedent to allowance of any relief pursuant to this section; however, receipt of such notice shall not constitute acceptance that the event claimed to be a Force Majeure event is in fact Force Majeure, and the burden of proof of the occurrence of a Force Majeure event shall be on the requesting party.

(C) No party hereto shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable, in whole or in part, by Force Majeure to carry out such obligations. The suspension of any of the obligations under this Agreement due to a Force Majeure event shall be of no greater scope and no longer duration than is required. The party shall use its reasonable best efforts to continue to perform its obligations hereunder to the extent such obligations are not affected or are only partially affected by the Force Majeure event, and to correct or cure the event or condition excusing performance and otherwise to remedy its inability to perform to the extent its inability to perform is the direct result of the Force Majeure event with all reasonable dispatch.

(D) Obligations pursuant to the Agreement that arose before the occurrence of a Force Majeure event, causing the suspension of performance, shall not be excused as a result of such occurrence unless such occurrence makes such performance not reasonably possible. The obligation to pay money in a timely manner for obligations and liabilities which matured prior to the occurrence of a Force Majeure event shall not be subject to the Force Majeure provisions.

(E) Notwithstanding any other provision to the contrary herein, in the event of a Force Majeure occurrence, the City may, at the sole discretion of the City Manager, suspend the City's payment obligations under the Agreement, and may take such action without regard to the notice requirements herein. Additionally, in the event that an event of Force Majeure delays a party's performance under the Agreement for a time period greater than thirty (30) days, the City may, at the sole discretion of the City Manager, terminate the Agreement on a given date, by giving written notice to Vendor of such termination. If the Agreement is terminated pursuant to this section, Vendor shall be paid for any Services satisfactorily performed up to the date of termination; following which the City shall be discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement. In no event will any condition of Force Majeure extend this Agreement beyond its stated term.

10.9 E-VERIFY

(A) Vendor shall comply with Section 448.095, Florida Statutes, "Employment Eligibility" ("E-

Verify Statute"), as may be amended from time to time. Pursuant to the E-Verify Statute, commencing on January 1, 2021, Vendor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees during the Term of the Agreement, provide an affidavit stating that the Vendor does not employ, contract with, or subcontract with an unauthorized alien, or, upon the City's written request, otherwise demonstrate Vendor's compliance with Section 448.095 as described therein. Additionally, Vendor shall expressly require any subcontractor performing work or providing services pursuant to the Agreement to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract Term, as applicable. If Vendor enters into a contract with an approved subcontractor, the subcontractor must provide the Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Vendor shall maintain a copy of such affidavit for the duration of the Agreement or such other extended period as may be required under this Agreement.

(B) TERMINATION RIGHTS.

(1) If the City has a good faith belief that Vendor has knowingly violated Section 448.09(1), Florida Statutes, the City shall terminate this Agreement with Vendor for cause, and the City shall thereafter have or owe no further obligation or liability to Vendor.

(2) If the City has a good faith belief that a subcontractor has knowingly violated the foregoing Subsection 10.9(A), but the Vendor otherwise complied with such subsection, the City will promptly notify the Vendor and order the Vendor to immediately terminate the Agreement with the subcontractor. Vendor's failure to terminate a subcontractor shall be an event of default under this Agreement, entitling City to terminate the Vendor's contract for cause.

(3) A contract terminated under the foregoing Subsection (B)(1) or (B)(2) is not in breach of contract and may not be considered as such.

(4) The City or Vendor or a subcontractor may file an action with the Circuit or County Court to challenge a termination under the foregoing Subsection (B)(1) or (B)(2) no later than 20 calendar days after the date on which the contract was terminated.

(5) If the City terminates the Agreement with Vendor under the foregoing Subsection (B)(1), Vendor may not be awarded a public contract for at least 1 year after the date of termination of this Agreement.

(6) Vendor is liable for any additional costs incurred by the City as a result of the termination of this Agreement under this Section 10.9.

10.10 **TRADEMARKS; PROMOTION MATERIALS**

PayByPhone hereby grants the City a non-transferable, non-sublicensable, non-exclusive license to use its name and trademarks, without modification unless approved by PayByPhone, solely in connection with the City's marketing and use of the Services in the City facilities.

10.11 **STATUS MEETINGS**

On periodic basis, but not less than quarterly, an appropriate representative of each party shall conduct a joint meeting to discuss the status of the Services, as well as to answer questions, gather information and resolve disputes that may occur from time to time. It is the expectation of the parties that the representatives of the parties shall communicate directly with one another and

work directly with one another to ensure that all Services provided hereunder are completed on a timely and complete basis. All meetings pursuant to this Section 10.11 may be face to face, video or telephonic meetings as may be agreed upon by the parties. Each party shall bear its own costs of attending or participating in such meetings.

10.12 SIGNAGE

PayByPhone shall, at no cost to the City, coordinate with the City's other mobile parking payment provider, ParkMobile, to design, procure, and deliver all signage for the Parking Locations, including any signage necessary to replace outdated signage placed at a Parking Location under a previous agreement. All signage shall include information for both ParkMobile and PayByPhone equally. ParkMobile and PayByPhone shall coordinate the production of the Signage and shall secure the prior written approval of the City. Upon receiving approval from the City, PayByPhone and ParkMobile shall produce and deliver all signage to the City. The City shall be responsible for the costs of all subsequent Signage for go-live or additional phase areas. The City is responsible for the installation of all signs and decals.

The number of signs included for a Parking Location shall be mutually agreed upon by the City, PayByPhone, and ParkMobile for each Parking Location.

SECTION 11
NOTICES

Until changed by notice, in writing, all such notices and communications shall be addressed as follows:

TO VENDOR:

PayByPhone US Inc.
c/o PayByPhone Technologies Inc.
600-1290 Homer Street
Vancouver, BC V6B 2Y5
Canada
Attn: Legal

With a copy to: legal@paybyphone.com

TO CITY:

City of Miami Beach, Parking Department
C/O Parking Director
1755 Meridian Avenue, 2nd Floor
Miami Beach, Florida 33139
MonicaBeltran@miamibeachfl.gov

All notices mailed electronically to either party shall be deemed to be sufficiently transmitted.

SECTION 12
MISCELLANEOUS PROVISIONS

12.1 CHANGES AND ADDITIONS

This Agreement cannot be modified or amended without the express written consent of the parties. No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. In the event Client wishes to add new Parking Locations in addition to the Initial Parking Locations (the "Additional Parking Locations") or to add parking spaces to an existing Parking Location, the amendment will be effective against both parties if it is in the form of email between implementation personnel of the parties and, effective the date of such email, the Exhibit B will be read to include these Additional Parking Locations or parking spaces.

12.2 SEVERABILITY

If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected and every other term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

12.3 WAIVER OF BREACH

A party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A party's waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

12.4 JOINT PREPARATION

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

12.5 REPRESENTATIONS and WARRANTIES

Each of PayByPhone and City hereby represents, warrants, and covenants to the other party hereto as follows:

(a) It is duly organized and validly existing under the laws of the state of its incorporation and has full power and authority to carry on its business as it is now being conducted and to own and operate its properties and assets;

(b) The execution, delivery and performance of this Agreement by such party has been duly authorized by all requisite corporate or limited liability company action, as applicable;

(c) It has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and

(d) The execution, delivery and performance by it of this Agreement and its compliance with the terms and provisions hereof do not and will not conflict with or result in a breach of any of the terms or provisions of or constitute a default under the provisions of its charter documents or bylaws, or any order, writ, injunction or decree of any court or governmental authority entered against it or by which any of its property is bound.

12.6 DISCLAIMER OF WARRANTIES

THE SERVICES ARE PROVIDED "AS IS" AND WITH ALL FAULTS RELATED TO ANY THIRD PARTY HARDWARE OR EQUIPMENT AS MAY BE REQUIRED FOR USE OF THE PAYBYPHONE SERVICE. PAYBYPHONE DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, DIRECTLY OR INDIRECTLY, INCLUDNG WITHOUT LIMITATION, ANY WARRANTY OF CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF USE WITH RESPECT TO, ARISING OUT OF OR IN CONNECTION WITH ANY THIRD PARTY HARDWARE USED IN CONNECTION WITH THE SERVICES TO BE PERFORMED HEREUNDER BY SUCH PARTY OR THE RESULTS OBTAINED THEREBY.

12.7 ENTIRETY OF AGREEMENT

The City and Vendor agree that this is the entire agreement between the parties. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Title and paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the parties to this Agreement.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials, as of the date first entered above.

FOR CITY:

CITY OF MIAMI BEACH, FLORIDA

ATTEST:

By: _____
Rafael E. Granado, City Clerk

_____
Alina T. Hudak, City Manager

Date: _____

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 12/22/23 Date

FOR VENDOR:

PAYBYPHONE US INC.

By: _____

_____
Satyajit (Sonny) Samra, President

Date: _____

EXHIBIT A
SERVICE AGREEMENT

EXHIBIT A
COOPERATION AND SERVICE AGREEMENT

For the purposes of this Exhibit C – Cooperation and Service Agreement, "PayByPhone" shall mean PayByPhone US Inc., a provider of enhanced mobile commerce solutions, a Delaware corporation with its address at 48 Wall Street, Suite 1100, New York, New York 10005 and "Client" shall mean the City of Miami Beach, a provider of parking services with its address at: 1700 Convention Center Drive, Miami Beach, Florida, 33139.

AGREEMENT

Section 1 THE PAYBYPHONE MOBILE PAYMENT PLATFORM AND APPLICATIONS

1.1 PAYBYPHONE MOBILE PAYMENT APPLICATION

PayByPhone agrees to roll out the PayByPhone mobile payment service for use at Client's managed and owned parking facilities as agreed upon by PayByPhone and Client, to allow for consumers to pay for the use of Client's parking facilities through personal wireless devices (e.g., cellular telephones) or other wireless systems. QR code access to the payment service is not included.

1.2 PAYBYPHONE MANAGEMENT INFORMATION SYSTEM

PayByPhone will operate and manage a software application for Client that will provide near real time information and management reports on the transactions conducted utilizing the PayByPhone mobile payment service (the "Portal"). PayByPhone will host the Portal on its network. Client will access the Portal through a browser-based program installed on Client's computer hardware.

1.3 COMPUTER, NETWORKING AND TELECOMMUNICATION SYSTEMS

PayByPhone will own or possess, and will operate and maintain, all computer and networking hardware and software and data required to operate the PayByPhone mobile payment services service as contemplated in this Agreement, other than Client's existing computer and telecommunications systems.

1.4 MOBILE PAYMENT SERVICE ENFORCEMENT

Client agrees to supply Wireless Devices to employees in the field to provide real time confirmation of validly parked vehicles.

1.5 REPORTS

PayByPhone will provide Client with a set of standard self-serve reports in the Portal. Any changes or customizations to the standard set of reports will be subject to PayByPhone's prior approval and then-current PayByPhone professional services fees.

See https://www.paybyphone.com/pdf/us/pbp_professionalservicessamplerates.pdf for sample rates.

1.6 PAYBYPHONE INTERACTIVE VOICE RESPONSE

PayByPhone will provide the PayByPhone interactive voice response solution ("IVR") for use at Client's managed and/or owned parking facilities, as agreed upon by PayByPhone and Client, to allow for consumers to call and pay for the use of the Parking Location by calling the applicable service number displayed on the parking sign, parking meter, and/or pay station. Client is responsible for paying all Transaction Fees, as outlined in Appendix A, for each Transaction made through IVR.

1.7 PAYBYPHONE RIGHTS & RATES

PayByPhone will provide Client with the PayByPhone Rights & Rates service ("Rights & Rates") to allow Client to control eligibility to park at Client parking facilities and to assign special parking rules and prices to select segments of drivers. In this Agreement, a "Right" is the entitlement to start a parking session at a Parking Location and/or qualify for a specific rate/restriction. Client is responsible for paying the Rights & Rates implementation and

subscription fees, as outlined in Appendix A, for the number of Client parking spaces as agreed upon between PayByPhone and Client.

1.8 USE OF QR CODE

At Client's request, as part of the PayByPhone mobile payment service, PayByPhone will provide to Client, and include on the relevant signage at Client's parking facilities or in marketing materials, QR codes which will allow consumers to access the PayByPhone mobile payment service through QR code scanning, at no additional cost. Client acknowledges that inclusion of QR codes in the payment service is associated with a material risk of fraudulent activity by third parties who may manually replace QR codes on Client signage with their own codes and redirect the consumers to their sites for payment, resulting in losses to Client, PayByPhone and consumers. Client releases PayByPhone from any liability for any claims, actions or losses resulting from or associated with such fraudulent activity at Client's parking facilities and, to the extent permitted by law, agrees to indemnify PayByPhone against any and all third party claims, actions, losses resulting from or arising out of such fraudulent activity, as set out in section 8.2 of this Agreement. Client will reimburse PayByPhone for the cost of removing fraudulent QR signage from Client's parking facilities and for the costs of customer support and call centre fees associated with calls related to fraudulent signage at Client's parking spaces. PayByPhone will provide evidence supporting determination of the costs, but PayByPhone's calculations will be conclusive of the same. PayByPhone reserves the right to discontinue the support for the QR code feature with 10 day written notice to Client if the fraudulent activity at Client's parking facilities persists for longer than 6 weeks.

1.9 PAYBYPHONE VALIDATIONS PORTAL

Subject to the terms and conditions of this Agreement, PayByPhone will provide Client a parking validation subscription service, which allows Client to access a web-based parking validation and complimentary parking management portal to enter and manage license plate information to validate consumer parking sessions (the "Validations Portal"). Client is responsible for paying all Validations Portal fees, as set out in Appendix A, for the Parking Location(s), as agreed upon between PayByPhone and Client. Notwithstanding anything contrary to this Agreement, Client may not terminate its subscription to the Validations Portal for any reason for six months from the date the Validations Portal is set up for Client. Client shall not: (a) reverse engineer, decompile, dissemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, know-how or algorithms relevant to the Validations Portal; (b) create derivative works based on the Validations Portal; or (c) encourage or assist any third party to do the foregoing.

Section 2 FEES AND PAYMENTS

2.1 MERCHANT ACCOUNT

Merchant account refers to Client's merchant account set up with Client's acquiring bank. PayByPhone will cover the cost of linking one (1) Client merchant account with PayByPhone's gateway provider. Client agrees to cover the cost of merchant account updates including all third party fees and then-current PayByPhone professional services

2.2 TRANSACTION TESTING

PayByPhone reserves the right to execute test transactions from time to time to ensure top performance of the system and account. PayByPhone may execute up to ten test transactions per month without adjusting the Client invoice.

2.3 THIRD PARTY INTEGRATION

In the event that system changes (such as upgrades) by a third party that will impact the PayByPhone integration with Client sub-systems such as enforcement, Client agrees to pay for all PayByPhone development costs required to maintain such integration. PayByPhone will notify Client, in advance, of any such integration costs that could be added.

Section 3 EXCLUSIVITY

The parties expressly acknowledge that Client currently engages, and/or may in the future, at its option, add, other providers of mobile parking payment applications ("Third Party Providers"), through contracts for the same parking facilities and metered stalls covered by this Agreement.

Section 4 MARKETING, PROMOTION AND USER EDUCATION

4.1 MARKETING EVENTS

PayByPhone may conduct on-site marketing events and campaigns for its service, whereby PayByPhone will inform parking lot consumers of the availability of the PayByPhone mobile payment services as well as any promotions available, with the knowledge and approval of Client which is not to be unreasonably withheld.

4.2 CLIENT TRAINING

PayByPhone will provide initial training to Client using a "Train the Trainer" (the "Client Trainer") model on the self-served PayByPhone Service Management Interface (SMI). The said Client Trainer will, at its own expense, train its staff and employees, including patrollers, to operate the mobile payment services and related applications and technology. Additional training sessions are available at the then current professional services rates. See https://www.paybyphone.com/pdf/us/pbp_professionalservicessamplerates.pdf for sample rates.

Section 5 INTELLECTUAL PROPERTY

5.1 INTELLECTUAL PROPERTY RIGHTS

5.1.1 The parties acknowledge and agree that any trademarks, patents, trade names, logos, trade dress, domain names, copyrights or licenses therein, or other enforceable intellectual property rights and whether in hard or electronic copy (collectively "Intellectual Property") belonging to the other party, given to them under this Agreement is and shall remain the property of that party for the duration of the Term of this Agreement.

5.1.2 Except as expressly stated, nothing in this Agreement shall be deemed or interpreted to convey, transfer or assign any Intellectual Property rights to the other party.

5.1.3 Each party reserves the right to approve in advance the use of its Intellectual Property by the other party in upon the advance written approval or as previously agreed upon in writing by the parties.

5.1.4 Upon termination of this Agreement for any reason the parties will use reasonable endeavours to ensure that all such Intellectual Property and material are removed from display and/or destroyed at the request of the other party save where such Intellectual Property is held by the parties in compliance with any statutory obligations and/or the maintenance of proper records.

5.1.5 The parties undertake that they have all necessary permissions, licenses and rights to use the Intellectual Property of third parties for the purposes of this Agreement.

5.1.6 To the extent permitted by law, each party shall indemnify (for the purposes of this clause, the "Indemnifying Party") the other (for the purposes of this clause the "Indemnified Party") against all actions, claims, proceedings, costs and expenses (including reasonable legal fees) arising from any actual infringement of Intellectual Property rights of whatever nature insofar as these relate to the Intellectual Property rights developed and owned by the Indemnifying Party or licensed to the Indemnified Party which claims, actions or proceedings arise as a result of the Indemnified Party's use of any of the Services, except that the indemnity shall not apply to any actions, claims or proceedings which are attributable to any breach of contract or negligent act or omission on the part of the Indemnified Party or where such actions, claims or proceedings relate to any developments of the services carried out by or at the request of the Indemnified Party except where the Indemnifying Party knew or ought to have known that such

development of the services requested by the Indemnified Party would result in an infringement of Intellectual Property rights.

5.1.7 The Indemnified Party shall notify the Indemnifying Party in writing of any such action, claim or proceeding and shall not make any admission unless the Indemnifying Party gives prior written consent.

5.1.8 At the Indemnifying Party's request and expense, the Indemnified Party shall permit the Indemnifying Party to conduct all negotiations and litigation. The Indemnified Party shall give all assistance as the Indemnifying Party may reasonably request and the Indemnifying Party shall pay the Indemnified Party's costs and expenses so incurred.

5.1.9 The Indemnifying Party may, at its expense: (i) obtain a license to enable the Indemnified Party to continue to use the Services, or (ii) modify or replace the Services to avoid any alleged or actual infringement or breach, or (iii) terminate the provision of the affected elements of the Services. Where the Indemnifying Party exercises options (i) or (ii) the functionality of such modification or replacement shall not materially affect the performance of the Services.

5.2 CLIENT INFORMATION

5.2.1 "Client Data" means all data provided directly by the Client to PayByPhone in relation to this Agreement, including Client's parking rates, Client's identifiers for Parking Locations and parking stalls, merchant account information, enforcement equipment and practices, and parking policies.

5.2.2 During the term of this Agreement and for such time after as not expressly prohibited, PayByPhone may obtain, store and use such Client Data for any purpose, including without limitation providing and improving services under this Agreement, so long as it complies with applicable data protection laws, contractual obligations and any other applicable requirements with respect to the Client Data. PayByPhone shall retain exclusive ownership of all rights in any derivative data it develops based on Client Data.

5.2.3 Following termination of this Agreement, PayByPhone will, at Client's written request, return to Client or destroy all Client Data and copies thereof. Notwithstanding the foregoing, PayByPhone shall be permitted to retain such copies of, or any computer records or files containing, the Client Data: (a) that has been archived by PayByPhone's automatic electronic archiving and back-up procedures, to the extent created and retained in a manner consistent with PayByPhone's standard archiving and back-up procedures; and (b) to the extent required by applicable law.

5.3 CUSTOMER INFORMATION

5.3.1 The parties will share information and data directly relating to drivers' parking sessions through the PayByPhone service at the Parking Locations ("Parking Sessions") and as may be required by the Client for parking enforcement, fines, and proceedings ("Transaction Data"). Transaction Data may include vehicle license plate, parking session date, time, duration, zone number and amount paid, details of parking fines/violation notices, and parking session details obtained through customer service centre, and does not include User Profile Data (defined below).

5.3.2 In using, sharing, or otherwise processing Transaction Data, PayByPhone and Client must comply with applicable data protection laws, contractual obligations and any other applicable requirements. Each party is responsible to the PayByPhone service users and other third parties for its respective use, sharing and processing of Transaction Data, whether it performs such use, sharing and processing directly or through third parties. Each party acts as a "data controller" with respect to Transaction Data for the purposes any privacy legislation that uses that

concept and is applicable to the party's activities. Each party agrees to provide such assistance as is reasonably required to enable the other party to comply with the applicable data protection laws.

5.3.3 Any information about or with respect to PayByPhone service users that is not related to parking sessions at the Parking Locations, including without limitation, information provided by users upon registration for a PayByPhone account and data about the user's activity in the PayByPhone account or the PayByPhone applications ("User Profile Data") shall be exclusively owned by PayByPhone. PayByPhone shall retain exclusive ownership of all rights in any derivative data it develops based on Transaction Data and User Profile Data.

5.4 PAYBYPHONE'S SERVICES TO CUSTOMERS

The parties acknowledge that PayByPhone service users hold the PayByPhone account under terms of service established by PayByPhone. Under these terms of service, PayByPhone may offer users an option to receive service communications by SMS text ("SMS Communications"), including reminders to extend a parking session and confirmations of successful registration for a parking session. Client agrees that, at any time during the Term, PayByPhone may charge any users who opt into these services a fee ("SMS Fee") for each SMS Communication sent by PayByPhone with respect to an initial parking session or extension of a parking session and may set the amount of the SMS Fee with reference to the cost PayByPhone incurs in delivering this optional service. At the time of entering into this Agreement, the SMS Fee is equal to $0.15 inclusive of taxes payable by the user. PayByPhone will provide Client with 30 day written notice of an increase in the amount of the SMS Fee. PayByPhone shall be responsible for any taxes applicable to the SMS Fees. PayByPhone records will be conclusive evidence with respect to the amount of SMS Fees collected during a billing period. The SMS Fees will be added to the total charged to the user in respect of a parking session or extension of a parking session.

Unless under the terms of the Agreement PayByPhone is designated as the merchant of record for parking fees paid using PayByPhone mobile payment service, PayByPhone and Client agree to designate Client as the merchant of record for any SMS Fees only. In that case, Client will collect PayByPhone's SMS Fees and remit to PayByPhone. Remittance will be made via electronic payment or cheque and may be included in the amount that also includes fees payable by Client to PayByPhone under this Agreement.

Section 6 INTENTIONALLY OMITTED

Section 7 DISCLAIMER, INDEMNIFICATION AND LIMITATION OF LIABILITY

7.1 DISCLAIMER

Except as expressly set forth in this agreement, PayByPhone does not make, and hereby specifically disclaims, any representations or warranties, express or implied, regarding the PayByPhone mobile payment services, including any implied warranties of title, merchantability, fitness for a particular purpose or non-infringement. Client acknowledges that the PayByPhone mobile payment services and services furnished by PayByPhone under this agreement (including, without limitation, any servers or other hardware, software, applications and any other items used or provided by PayByPhone or any third parties in connection with providing access to or hosting any of the foregoing or the performance of any services by PayByPhone under this agreement) are provided by PayByPhone "as is".

7.2 PARKING RATES

Client will be given access to parking rate data in order to confirm the parking rates at each Parking Location via the Portal. PayByPhone will make every attempt at ensuring the rates are configured correctly; upon completion of each Parking Location setup, it is the Client's responsibility to ensure all rates are configured correctly. Failing to do so shall exclude PayByPhone from any liability. Client shall implement any parking rate changes via the Portal following the Parking Location setup. In the event Client requests that PayByPhone configure the parking rate changes after the Parking Location setup, Client shall provide PayByPhone with sufficient notice of the rate changes and such work

will be subject to PayByPhone's prior approval and then-current PayByPhone professional services fees. See https://www.paybyphone.com/pdf/us/pbp_professionalservicessamplerates.pdf for sample fees.

Section 8 MISCELLANEOUS

INTENTIONALLY OMITTED

8.1 NO AGENCY

Each party, in all matters relating to this Agreement, will act as an independent contractor and independent employers. Except as otherwise expressly set forth herein, neither party will have authority and will not represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other, or to represent the other as an agent, employee or in any other capacity. Except as otherwise expressly set forth herein, nothing in this Agreement shall be construed to have established any agency, joint venture or partnership between the parties. Neither party shall make any warranties or representations on behalf of the other party.

8.2 COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument. The parties further agree that a signature transmitted via facsimile shall be deemed original for all purposes hereunder.

8.3 CAPTIONS

The captions used in this Agreement are for convenience only and shall not affect in any way the meaning or interpretation of the provision set forth herein.

8.4 CLIENT'S CONDUCT OF BUSINESS THROUGH AFFILIATES

The parties acknowledge that Client may carry out its business through affiliates. Client agrees to cause its affiliates to take such actions and to execute such documents as may be reasonably required to give effect to this Agreement as though references to Client in this Agreement were references to Client and those of its affiliates through which it carries on the business of owning and operating parking facilities.

8.5 PCI-DSS: PAYMENT CARD INDUSTRY DATA SECURITY STANDARD

PayByPhone is responsible for the security of cardholder data which PayByPhone possesses or otherwise stores, processes, or transmits on behalf of the Client. PayByPhone abides by the rules and regulations set forth in the PCI-DSS.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

The City of Miami Beach

Signature: _____

Name: _____

Title: _____

Attest.
Signature: _____
Name: Rafael E. Granado, City Clerk
Date: _____

PayByPhone US Inc.
Signature: _____

Name: _____

Title: _____

EXHIBIT B
FEE SCHEDULE

EXHIBIT B
PAYBYPHONE FEES

All amounts are exclusive of any and all taxes, including taxes applicable on fees paid by the driver. For the purposes of this Agreement, "Transaction" includes (a) user registration for a parking session, permit, validation or extension at a Parking Location through the PayByPhone mobile payment service (whether or not any amount is payable to Client by the user), (b) a refund, (c) a charge reversal and (d) any other operation for which PayByPhone incurs a fee from its gateway provider or an acquirer, if applicable.

ITEM	*PRICE*
ONE-TIME SETUP FEES	
Signage – first round of signage production at service launch (installation not included)	Included
Training, consulting, marketing, and customer support as described in the Agreement *Marketing includes a standard launch package*	Included
Mobile payment services setup fee for all Initial Parking Locations	Waived[1]
Integration with enforcement solution software: PayByPhone will include 1 complimentary enforcement integration	Included
Standard PayByPhone city dynamic label	Included
TRANSACTION FEES	
Hourly Parking: Client pays to PayByPhone per Transaction—City serves as Merchant of Record (Client may charge user a non-embedded, on top of price of Convenience Fee of $0.35)	$0.35[2]
Monthly Parking Option: Client pays to PayByPhone per Transaction—City serves as Merchant of Record (Client may charge user a non-embedded, on top of price of Convenience Fee of $1.00)	$1.00[2]
Resident Rate Zero Fee Offering: Verified via PayByPhone's Rights & Rates solution (priced below), residents will receive a $0 cost Convenience Fee if the "double code offering" (see description below) is utilized.	$0.00 per authorized resident
Monthly minimum of total Transaction Fees	Waived
OPTIONAL FEES	
Additional Custom dynamic label	$1,000
Mobile payment service setup fee for Additional Parking Locations	Waived
IVR setup fee	Waived
IVR additional per transaction fee[4]	Waived—Included with standard transaction fee
Rights & Rates setup fee	Reduced $500
Rights & Rates monthly subscription fee for one (1) Right	$199 per month
Validation Portal setup fee	$1,500

EXHIBIT B
PAYBYPHONE FEES

Validation Portal monthly subscription fee	$250 per Parking Location/mo.

NOTES:

1. Mobile payment services setup fee (if applicable) includes configuration, testing, and implementation of a dedicated client account within the PayByPhone system; merchant account integration and testing; set up and training on reporting, customer service, and other elements of the PayByPhone Portal.
2. Any change in the Parking Rates will not affect the price the Client will pay to PayByPhone per Transaction. The Convenience Fee may only be increased by mutual agreement of both parties. Services covered by the Transaction Fee include interactive voice response solution (IVR). Client is responsible for paying all Transactions Fees for all Transactions made through the PayByPhone mobile application, web application, and/or IVR (if applicable).
3. Client is responsible for paying its own credit card processing and merchant banking fees, if Client is merchant of record (MOR).

Double Code Offering: PayByPhone assigns a location code for the area plus a resident location code that will be used by residents only, which provides a $0 Convenience Fee option for residents.

a. If a non-resident were to try to use this resident location and they were not authorized via Rights & Rates, they would be instructed to utilize the standard location code.

EXHIBIT C
TIMELINE/ SCHEDULE/SIGNAGE

PayByPhone & City of Miami Beach

Planned Scope of Work & Timeline - Mobile Payments

**All estimated dates and timeframes are dependent upon information being provided to PayByPhone by the City.*

Anticipated Start Date	Task Description	Initiating Lead Designation	PBP Team Member(s)	City Team Member(s)	Task Duration	Estimated Completion Date	Deliverable
11/1/2023	Contract Negotiation	Mutual	Sales, Legal	Procurement, City Manager, Parking, Legal	3 Weeks	22-Nov-23	Fully Executed Agreement
11/29/2023	Project Kickoff Call	PayByPhone	Sales, Implementation, Account Management, Integrations	Parking Admin, Finance, IT, Integration/Enforcement	1 Hour	11/29/2023	Workbook provided, which includes all information needed by PBP to work on the City's implementation for mobile payments. Clearly defined expectations and timelines will be discussed
11/29/2023	Workbook Complete	City		All relevant city/parking team members	2 weeks	12/13/2023	Workbook returned to PayByPhone with completed materials
11/29/2023	Merchant Account Setup	City	Implementation	Finance, Parking Admin	3-4 Weeks	12/27/2023	City to begin setting up merchant account ASAP to ensure available for test transactions necessary prior to go live.
12/13/2023	Enforcement Engaged	PayByPhone	Implementation	Parking Admin & Enforcement	3-4 weeks	1/3/2024	Upon City providing contact information for enforcement partner, PayByPhone will engage with provider to set up integration for enforcement purposes
12/6/2023	Signage Discussion	PayByPhone	Implementation	Parking Admin & Enforcement	2 weeks	12/27/2023	PayByPhone will discuss signage during weekly calls and create mock-ups for approval by City. Upon approval, signage will be ordered for delivery prior to estimated go live.
12/27/2023	Marketing Discussion	PayByPhone	Implementation	Parking Admin & Marketing	Ongoing	TBD	PayByPhone will discuss marketing strategies available to the City and discuss the City's marketing desires to plan marketing efforts to announce mobile payment launch within the City.
1/1/2024	Test Transactions - Merchant	PayByPhone	Implementation	Parking Admin & Finance	1-2 Weeks	1/15/2024	Test transactions will be submitted with coopration from the City to verify visibility within merchant account.
1/1/2024	Test Transactions - Enforcement	PayByPhone	Implementation	Parking Admin & Enforcement	1-2 Weeks	1/15/2024	Test transactions will be submitted with cooperation from the City to verify visibility within enforcement devices
1/1/2024	Signage Installation Planning	City		Parking Admin	1-2 Weeks	1/19/2024	City to install signage and decals with plans to have system live upon install.
1/23/2024	Go Live	PayByPhone	Implementation	Parking Admin	Ongoing	1/23/2024	Go live date may vary based on when signs are installed.

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MIAMIBEACH

COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Alina T. Hudak, City Manager
DATE: January 31, 2024

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING THE AGREEMENTS WITH PARKMOBILE, LLC, AND PAYBYPHONE US INC., PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) NO. 2023-051-WG FOR MOBILE PARKING PAYMENT SYSTEMS; AND AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE THE FINAL AGREEMENTS.
(ITEM TO BE SUBMITTED IN SUPPLEMENTAL)

SUPPORTING SURVEY DATA
TBD

FINANCIAL INFORMATION
TBD

Is this a "Residents Right to Know" item, pursuant to City Code Section 2-14?
No

Does this item utilize G.O. Bond Funds?
No

Legislative Tracking
Parking/Procurement

ATTACHMENT B

ADDENDUM AND RFQ SOLICITATION

MIAMIBEACH

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139
www.miamibeachfl.gov

ADDENDUM NO. 2
REQUEST FOR QUALIFICATIONS NO. 2023-051-WG
MOBILE PARKING PAYMENT SYSTEM
March 21, 2023

This Addendum to the above-referenced RFQ is issued in response to questions from prospective proposers, or other clarifications and revisions issued by the City. The RFQ is amended in the following particulars only (deletions are shown by strikethrough and additions are underlined).

I. **REVISION: RFQ DUE DATE AND TIME.** The deadline for the electronic receipt of bids is extended until 3:00 p.m., on Wednesday, April 5, 2023.

All bids received and time stamped through BidSync, prior to the bid submittal deadline shall be accepted as timely submitted. Bids will be opened promptly at the time and date specified. Hard copy bids or bids received electronically, either through email or facsimile, submitted prior to or after the deadline for receipt of bids are not acceptable and will be rejected. Late bids cannot be submitted, bidders are cautioned to plan sufficiently. The City will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence.

II. **REVISION: Delete Subsection 3.4.0 from Section 0300, Tab 3, System Capabilities.**

~~3.4.0 Is there system portability, expandability, and support?~~

III. **ATTACHMENTS:**

Attachment A	**Parking Garage Rates**
Attachment B	**CMB Meter Parking Rates**
Attachment C	**Merchant Statement**

IV. **RESPONSES TO QUESTIONS RECEIVED:**

Q1: Overall Bid Question: Section 4 - Financial Capacity of the RFP describes a requirement for bidders to request that Dun & Bradstreet submit its Supplier Qualifier Report directly to the City when requested.

Is the City requiring the Dun & Bradstreet report for this project? If so, the link provided in the RFP to access Dun & Bradstreet requests is broken and brings up a "Service Unavailable" message when trying to access it?

A1: Should the City request the report, a revised link will be provided.

Q2: Please indicate what enforcement provider you currently use as well as any you plan to use.

A2: The City of Miami Beach has its own in-house Enforcement Division.

Q3. What percentage of your total transactions processed was for residents during the 2022 FY?

A3: The total transactions processed for residents during the 2022 FY was approximately 10%.

Q4. For A1, Scope of Work, item 4 (API in-house system), please provide the specific data fields the City requires to be included in the API integration.

A4: The fields provided by the City's API are: License plate state & license plate number. The required fields to be provided by the 3rd party API are:

- **HTTP Response date/time**
- **Permit Start date/time**
- **Permit Expiry date/time**
- **License Plate State**
- **License Plate Number**
- **Parking Zone / Area.**

Q5. Regarding the City's request for an integration with Skidata for the City's gated areas, please provide your current usage rates of this solution. Additionally, please describe the desired solution in detail and indicate if this is currently active or a planned/future integration.

A5: At parking garages, patrons have the option to pay at the pay-on-foot stations, at an exit, or via the current Mobile Parking Payment contractor. An average of 1.14% of all garage transient revenue is received via the Mobile Parking Payment contractor.

The current parking app used at garages is fully integrated. ParkMobile sends ticket # to Skidata once the customer scans the ticket in the application – at the exit when a ticket is returned, Skidata calculates the rate, sends the rate to ParkMobile and ParkMobile charges the customer. The rate is calculated by Skidata. ParkMobile is also sending Skidata resident status so that the correct rate is applied to the customer. This is currently in place.

Q6. Since this is an RFQ, please describe the City's plans for next steps including an anticipated timeline.

A6: Through the RFQ, the City will consider qualifications and system functionality and may negotiate an agreement, to include fees, with the proposer(s) deemed to be most qualified. The City's current agreement has been extended on a month-to-month basis. The City anticipates expediting a replacement Agreement.

Q7. Please clarify how the Dun & Bradstreet SQR may be submitted. Is it acceptable for the report to be acquired by our organization so we have the ability to review information and subsequently submit with our bid or must it come directly from Dun & Bradstreet? Additionally, please clarify the maximum age of a report that will be accepted (for example, if we have a report from three months ago, is this acceptable?)

A7: Should the City request the report from proposers, it must be received directly from Dun & Bradstreet within 3 business days from the City's request.

Q8. To best respond with specifics on our capabilities, please outline the City's current parking rate system as it applies to visitors and residents.

a. Hourly rates for guests (please include any times or varying/escalating structures)
b. Hourly rates for residents (please include all setups if different areas offer various options).

c. Any other rate/option not specifically listed here that we will be expected to accommodate?

A8: Refer to Attachment A Parking Garage Rates and Attachment B CMB Meter Parking Rates.

Q9. What is the existing pay station type (pay by plate or pay by space) and vendor? Approximately how many?

A9: The City's existing station type is Pay-by-plate, by T2 Systems; and there are approximately 300 pay stations.

Q10. How many gate arms and locations for the Skidata revenue control system exist?

A10: The Skidata revenue control systems exist at 12 garages and there are a total of 59 gate arms.

Q11. How many parking spaces are there currently? Broken down by on-street and off-street if possible.

A11: 11,898 off-street / 4,843 on-street.

Q12. What is the current parking transaction fee the City and/or End User pays for the existing mobile payment service?

A12: $.35 on-street and off-street transactions; $0.50 for gated system transactions; and residents at no charge.

Q13. Approximately how many transactions per year for existing mobile provider?

A13: There are approximately 4,841,476 transactions per year for the existing mobile provider.

Q14. What was last year's and/or 2021 Parking Revenue, broken down by source type if possible?

A14: $37,465.00 2021 revenue.

Q15. What is the city's desired timeline for launching the system?

A15: Refer to the response to Question No. 6 above.

Q16. Is the city seeking LPR services? If not, who is the city's LPR provider for integration?

A16: The City is not seeking LPR services at this time. The current LPR system (XParking) was developed in-house by the City's IT department.

Q17. What is the City's preferred approach to Merchant Processing, shall the proponent provide Merchant Processing services within the submission?

A17: The City currently uses First Data for credit card processing services. We prefer to continue to use First Data. However, following selection, the City reserves the right to enter into further negotiations with the selected Proposer.

Q18: Can the City explain what it means by "is there interface capability"?

A18: The new system should have capabilities for integration through API to do the following:
- **Consume City of Miami Beach data using our existing endpoint. Our API makes available parking permit data for other system to access.**
- **Provide real-time data to be consumed by the City of Miami Beach through REST API.**

Q19: Can the City explain what it means by "is there system portability, expandability, and support?"

A19: See Revision I above.

Q20: What system is the City currently using for enforcement or how is the City currently enforcing?

A20: Refer to the response to Question No. 16 above.

Q21 As most permit software programs are tied directly to vendors' enforcement software, can the City disclose how license plates for permits are being enforced now?

A21: Permits are issued by an application developed in-house and are currently enforced by XParking.

Q22: If an integration with the current enforcement provider is a must, can the City disclose if/when they will be looking at enforcement providers again?

A22: This is not being considered at the present time.

Q23: Can the City disclose who provides the current permit/citation portals, as most permit/citation software have their own payment portal so information like payments can be processed in real-time?

A23: Permits are issued by an application developed in-house and can be paid and processed in real-time online. Citation payments are handled by Miami-Dade Parking Violations Bureau.

Q24: 3.3.5 Does your service integrate with wireless handheld systems? If yes, provide examples of live sites. Can you please provide more details or examples of wireless handheld systems you would like to use?

A24: Please specify any integration capabilities your proposed product may have with wireless handheld systems.

Q25: 3.3.8 What is the settlement process of your system/software? Can you please provide more information or what you are looking for? How would you prefer?
-Are you looking to have a personalized mobile parking payment system?
-How much time will we have for integration work?

A25: Please specify any settlement process capabilities your proposed product may have for the City's review. Integration schedules will be negotiated with the successful proposer(s).

Q26: For the electronic validation system for hotels, businesses, and restaurants - do they cover the fee of the patron or are these validations free from the City?

A26: The patron fee for electronic validation at hotels, businesses, and restaurants is covered by the business.

Q27: Can the City confirm the total number of paid off-street spaces the application would be used?

A27: The total number of paid off-street spaces the application would be used for are 11,898.

Q28: Can the City confirm the average cost of the on-street parking rate is $4.00/h?

A28: Refer to Attachment A Parking Garage Rates and Attachment B CMB Meter Parking Rates.

Q29: Can the City confirm the total number of paid on-street spaces the application will be used?

A29: The total number of paid on-street spaces the application will be used for are 4,843.

Q30 Can the City confirm the average cost of off-street parking rate is $2.00/h?

A30: Refer to Attachment A Parking Garage Rates and Attachment B CMB Meter Parking Rates.

Q31: Who are the current meter/kiosk providers?

A31: The City's current meter provider is T2 Systems.

Q32: If the City has multi-space meters or meters that accept credit card payments, who is paying the merchant processing fees: the City or the provider?

A32: The City is paying the merchant processing fees.

Q33: Can the City verify how many total annual mobile payment transactions occur on average?

A33: On average 4.8 million annual mobile payment transactions occur.

Q34: Can the City verify how many total annual mobile payment resident transactions occur on average?

A34: On average 496,473 annual mobile payment resident transactions occur.

Q35: Can the city disclose who is the merchant of record for the mobile payment application? (vendor or city)

A35: The City's current merchant of record for the mobile payment application is Truist Merchant Services.

Q36: Would the City be willing to disclose its current merchant processing rates and the average transaction size or provide a merchant statement?

A36: Please refer to Attachment C, Merchant Statement.

Q37: If the vendor has electronic parking space rental software, would the City entertain information pricing on this?

A37: We are not currently seeking this service; however, vendors may include information if desired. The purpose of the RFQ is to select the best qualified (as determined by the City) consultant for the project. Responses pursuant to the RFQ are not to include costs. After selection the City and the selected consultant will negotiate scope, terms, and cost.

Q38: 3.5.9 – Will you provide Miami Beach Residents Mobile Parking service at no charge? Please explain. Can the City please provide the specifics of the Miami Beach Residents Mobile Parking service?

A38: Currently registered Miami Beach Residents do not pay transaction fees. The City of Miami Beach resident registers with the City by providing the required documentation. On a daily basis, the current provider retrieves from the City a list of license plates that qualify for resident status. When a transaction is initiated for a license plate with resident status, a discounted parking hourly rate is applied and no transaction fees are assessed.

Q39: 3.5.7 – How is the Mobile Parking user fee assessed? Per transaction, monthly etc. Please explain. Can the City please provide details on the term Mobile Parking User fee?

A39: Mobile parking user fees (transaction fees) are assessed and charged to the user by transaction. Registered residents are currently exempt from user fees.

Q40: 3.3.1 – Does the system require integration with the meters? Can the City please clarify the intent for integration with the meters?

A40: Meter integration is not a requirement of the City. Please specify any requirement for your proposed system to be integrated with meters.

Q41: 3.2.6f – Rates and restrictions can be different for every meter (if desired)?
Can the City please clarify the need for rates and restrictions to be different for every meter?

A41: Rates are presently not different per meter but vary per area (zone). Please specify any rate and restriction capabilities your proposed product may have.

Q42: If a proposer could offer a system that provides a single backend operating system for mobile payments, permit issuance/management, citation issuance/management, and reporting that could help increase compliance and collections, can a vendor include additional information?

A42: Yes. There are multiple sections in Tab 3 (System Capabilities) where such information can be submitted.

Q43: Would the city be open to a vendor that has software that could enable the City to offer more than one mobile payment option with all applications being managed through a single backend?

A43: Please see the response to Question No. 42 above.

Q44: Would the City prefer to only offer one mobile payment option?

A44: The City may consider more than one mobile payment option.

Thank you!

Any questions regarding this Addendum should be submitted **in writing** to the Procurement Management Department to the attention of the individual named below, with a copy to the City Clerk's Office at RafaelGranado@miamibeachfl.gov

Contact:	Telephone:	Email:
William Garviso	305-673-7000 ext. 7490	WilliamGarviso@miamibeachfl.gov

Proposers are reminded to acknowledge receipt of this addendum as part of your RFQ submission. Potential proposers that have elected not to submit a response to the RFQ are requested to complete and return the "Notice to Prospective Bidders" questionnaire with the reason(s) for not submitting a proposal.

Sincerely,
William Garviso for Alex Denis
Alex Denis
Procurement Director

CITY OF MIAMI BEACH - PARKING GARAGES - RATES

7th Street (G1)

HOURS	RATE	HOURS	RATE
0 TO 1	$2.00	8 TO 9	$13.00
1 TO 2	$4.00	9 TO 10	$14.00
2 TO 3	$6.00	10 TO 11	$15.00
3 TO 4	$8.00	11 TO 12	$16.00
4 TO 5	$9.00	12 TO 13	$17.00
5 TO 6	$10.00	13 TO 14	$18.00
6 TO 7	$11.00	14 TO 15	$19.00
7 TO 8	$12.00	15 TO 24	$20.00

WEEKEND/EVENT FLAT RATE
FRIDAY, SATURDAY & SUNDAY
FROM 8PM TO 5AM
$ 15 PER VEHICLE

MAXIMUM DAILY RATE $20.00

LOST TICKET $20.00

12th Street (G2)

HOURS	RATE	HOURS	RATE
0 TO 1	$2.00	8 TO 9	$13.00
1 TO 2	$4.00	9 TO 10	$14.00
2 TO 3	$6.00	10 TO 11	$15.00
3 TO 4	$8.00	11 TO 12	$16.00
4 TO 5	$9.00	12 TO 13	$17.00
5 TO 6	$10.00	13 TO 14	$18.00
6 TO 7	$11.00	14 TO 15	$19.00
7 TO 8	$12.00	15 TO 24	$20.00

WEEKEND/EVENT FLAT RATE
FRIDAY, SATURDAY & SUNDAY
FROM 8PM TO 5AM
$ 15 PER VEHICLE

MAXIMUM DAILY RATE $20.00

LOST TICKET $20.00

13th Street (G3)

HOURS	RATE	HOURS	RATE
0 TO 1	$2.00	8 TO 9	$13.00
1 TO 2	$4.00	9 TO 10	$14.00
2 TO 3	$6.00	10 TO 11	$15.00
3 TO 4	$8.00	11 TO 12	$16.00
4 TO 5	$9.00	12 TO 13	$17.00
5 TO 6	$10.00	13 TO 14	$18.00
6 TO 7	$11.00	14 TO 15	$19.00
7 TO 8	$12.00	15 TO 24	$20.00

WEEKEND/EVENT FLAT RATE
FRIDAY, SATURDAY & SUNDAY
FROM 8PM TO 5AM
$ 15 PER VEHICLE

MAXIMUM DAILY RATE $20.00

LOST TICKET $20.00

16th Street (G4)

HOURS	RATE
0 TO 1	$2.00
1 TO 2	$4.00
2 TO 3	$6.00
3 TO 6	$10.00
6 TO 24	$20.00

WEEKEND/EVENT FLAT RATE
FRIDAY, SATURDAY & SUNDAY
FROM 8PM TO 5AM
$ 15 PER VEHICLE

MAXIMUM DAILY RATE $20.00

LOST TICKET $20.00

17th Street (G5)

HOURS	RATE	HOURS	RATE
0 TO 1	$2.00	5 TO 6	$10.00
1 TO 2	$4.00	6 TO 7	$11.00
2 TO 3	$6.00	7 TO 8	$12.00
3 TO 4	$8.00	8 TO 15	$15.00
4 TO 5	$9.00	15 TO 24	$20.00

EVENT FLAT RATE
$ 15 PER VEHICLE

MAXIMUM DAILY RATE $20.00

LOST TICKET $20.00

42nd Street (G6)

1 - 8 HOURS $1 PER HOUR OR ANY PORTION THEREOF

MAXIMUM DAILY RATE $8.00

LOST TICKET $8.00

City Hall (G7)

HOURS	RATE	HOURS	RATE
0 TO 1	$2.00	5 TO 6	$10.00
1 TO 2	$4.00	6 TO 7	$11.00
2 TO 3	$6.00	7 TO 8	$12.00
3 TO 4	$8.00	8 TO 15	$15.00
4 TO 5	$9.00	15 TO 24	$20.00

EVENT FLAT RATE
$ 15 PER VEHICLE

MAXIMUM DAILY RATE $20.00

LOST TICKET $20.00

5th & Alton (G8)

HOURS	RATE	HOURS	RATE
0 TO 1	$2.00	8 TO 9	$13.00
1 TO 2	$4.00	9 TO 10	$14.00
2 TO 3	$6.00	10 TO 11	$15.00
3 TO 4	$8.00	11 TO 12	$16.00
4 TO 5	$9.00	12 TO 13	$17.00
5 TO 6	$10.00	13 TO 14	$18.00
6 TO 7	$11.00	14 TO 15	$19.00
7 TO 8	$12.00	15 TO 24	$20.00

DAILY FLAT RATE 11p to 6a
$ 15 PER VEHICLE

MAXIMUM DAILY RATE $20.00

LOST TICKET $20.00

2-HOUR FREE VALIDATION WITH RETAIL RECEIPT

Pennsylvania Avenue (G9)

HOURS	RATE	HOURS	RATE
0 TO 1	$2.00	5 TO 6	$10.00
1 TO 2	$4.00	6 TO 7	$11.00
2 TO 3	$6.00	7 TO 8	$12.00
3 TO 4	$8.00	8 TO 15	$15.00
4 TO 5	$9.00	15 TO 24	$20.00

EVENT FLAT RATE
$ 15 PER VEHICLE

MAXIMUM DAILY RATE $20.00

LOST TICKET $20.00

Sunset Harbor (G10)

HOURS	RATE	HOURS	RATE
0 TO 1	$2.00	5 TO 6	$10.00
1 TO 2	$4.00	6 TO 7	$11.00
2 TO 3	$6.00	7 TO 8	$12.00
3 TO 4	$8.00	8 TO 15	$15.00
4 TO 5	$9.00	15 TO 24	$20.00

EVENT FLAT RATE
$ 15 PER VEHICLE

MAXIMUM DAILY RATE $20.00

LOST TICKET $20.00

Collins Park (G12)

HOURS	RATE	HOURS	RATE
0 TO 1	$2.00	5 TO 6	$10.00
1 TO 2	$4.00	6 TO 7	$11.00
2 TO 3	$6.00	7 TO 8	$12.00
3 TO 4	$8.00	8 TO 15	$15.00
4 TO 5	$9.00	15 TO 24	$20.00

EVENT FLAT RATE
$ 15 PER VEHICLE

MAXIMUM DAILY RATE $20.00

LOST TICKET $20.00

PARKING FEE INCLUDES APPLICABLE STATE SALES TAX
NO BILLS OVER $20.00 ACCEPTED

QUESTIONS AND ASSISTANCE 305.673.PARK (7275)

CITY OF MIAMI BEACH PARKING METER RATES

All metered parking from Ocean Drive to Pennsylvania Avenue; and from 5 Street to 15 Street, including Washington Avenue.

- $4.00/hour on-street – maximum time limits vary
- $2.00/hour off-street (lots) – maximum time limits vary
- Registered residents* $1.00/hour

Enforcement Hours: 24 hours. Seven days per week.

South Beach Parking Zone:

All metered parking south of 23 Street (Dade Boulevard), from Ocean Drive to the westernmost parking lane of Alton Road, between South Pointe Park and 17 Street; and from 17 Street to 21 Street (Sunset Harbor Drive) from Alton Road to the westernmost parking areas along Purdy Avenue and to Biscayne with the exception of the areas referenced in subsection 106-55(a)(1) entitled "Entertainment District Parking Zone"

- $4.00/hour on-street – maximum time limits vary
- $2.00/hour off-street (lots) – maximum time limits vary
- Registered residents* $1.00/hour

Enforcement Hours: 9:00 a.m. to 3:00 a.m. Seven days per week.

East Middle Beach Zone:

All metered parking from 23 Street to 44 Street; and from Collins Avenue to Indian Creek.

- $3.00/hour on-street – maximum time limits vary
- $2.00/hour off-street (lots) – maximum time limits vary
- Registered residents* $1.00/hour

Enforcement Hours: 9:00 a.m. to 3:00 a.m. Seven days per week.

West Middle Beach Zone:

All metered parking north of 23 Street and south of 63 Street; with the exception of the areas included in the East Middle Beach Zone.

- $1.00/hour on-street – maximum time limits vary
- $1.00/hour off-street lots (except P71 – 46 Street Lot) – maximum time limits vary
  - P71 (46 Street Lot) – 24 hour flat rate $20 non-resident. $6 registered resident

Enforcement Hours: 8:00 a.m. to 6:00 p.m. Seven days per week.

North Beach Zone:

All metered parking north of 63 Street.

- $1.00/hour on-street – maximum time limits vary
- $1.00/hour off-street (lots) – maximum time limits vary

Enforcement Hours: 8:00 a.m. to 6:00 p.m. Seven days per week.

TRUIST

PO Box 2394, Omaha, NE 68103-2394

YOUR CARD PROCESSING STATEMENT

CITY OF MIAMI BEACH
VYOMIE GREENE
1700 CONVENTION CENTER DR
MIAMI BEACH FL 33139-1824

THIS IS NOT A BILL

Statement Period	01/01/23 - 01/31/23
Merchant Number	275173125889
Customer Service	Website - Phone - 1-800-432-7628

SUMMARY

An overview of account activity for the statement period.

Page	1	**Total Amount Submitted**	$1,824,669.63
Page	50	**Third Party Transactions**	-$256,398.38
Page	51	**Chargebacks/Reversals**	-$497.98
Page	54	**Adjustments**	0.00
Page	54	**Fees**	-$87,871.33
Total Amount Processed			**$1,479,901.94**

IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

Important Information: As previously communicated in September, your SunTrust Merchant Services account statement(s) was rebranded to reflect our new name, Truist Merchant Services. There is no change to the Merchant Customer Support number 800-432-7628. In February, additional changes will occur to finish transitioning the account from SunTrust Merchant Services to Truist Bank. The terms and conditions of your merchant agreement will remain in effect. The processor in the agreement shall be Truist Bank instead of SunTrust Merchant Services. Your merchant ACH deposit description will change from "SUNTRUST MERCHANT" to "TRUIST MERCH SVC." Thank you for allowing Truist to be your Merchant Services provider.

SUMMARY BY DAY

Date Submitted	Submitted Amount	Third Party Transactions	Chargebacks/ Reversals	Adjustments	Fees	Amount Processed
12/31/22	0.00	0.00	-$16.39	0.00	0.00	-$16.39
01/01/23	$80,813.08	-$10,139.94	-$52.02	0.00	0.00	$70,621.12
01/02/23	$82,943.32	-$9,221.89	-$8.35	0.00	0.00	$73,713.08
01/03/23	$72,660.41	-$8,962.29	-$6.35	0.00	0.00	$63,691.77
01/04/23	$57,492.91	-$7,776.31	-$8.35	0.00	0.00	$49,708.25
01/05/23	$57,702.95	-$7,779.85	-$65.10	0.00	0.00	$49,858.00
01/06/23	$60,074.83	-$8,439.58	-$138.10	0.00	0.00	$51,497.15
01/07/23	$65,702.71	-$8,912.36	0.00	0.00	0.00	$56,790.35
01/08/23	$78,389.31	-$9,910.84	-$92.12	0.00	0.00	$68,386.35
01/09/23	$70,384.74	-$8,279.13	-$12.35	0.00	0.00	$62,093.26
01/10/23	$45,948.84	-$7,358.48	-$21.05	0.00	0.00	$38,569.31
01/11/23	$46,026.10	-$7,264.13	-$31.64	0.00	0.00	$38,730.33
01/12/23	$44,969.09	-$6,995.18	-$102.35	0.00	0.00	$37,871.56
01/13/23	$46,701.90	-$7,709.17	-$70.45	0.00	0.00	$38,922.28
01/14/23	$54,578.12	-$8,134.87	-$87.24	0.00	0.00	$46,356.01

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YOUR CARD PROCESSING STATEMENT

Merchant Number	275173125889
Customer Service	Website - Phone - 1-800-432-7628

Statement Period 01/01/23 - 01/31/23

SUMMARY BY DAY

Date Submitted	Submitted Amount	Third Party Transactions	Chargebacks/ Reversals	Adjustments	Fees	Amount Processed
01/15/23	$65,380.29	-$9,233.19	-$21.40	0.00	0.00	$56,125.70
01/16/23	$61,564.29	-$8,578.96	-$43.75	0.00	0.00	$52,941.58
01/17/23	$50,781.90	-$7,431.91	-$20.40	0.00	0.00	$43,329.59
01/18/23	$43,407.89	-$6,684.94	$6.35	0.00	0.00	$36,729.30
01/19/23	$45,886.41	-$7,442.26	$48.05	0.00	0.00	$38,492.20
01/20/23	$51,089.40	-$8,405.13	$255.99	0.00	0.00	$42,940.26
01/21/23	$58,961.14	-$8,606.86	-$2.70	0.00	0.00	$50,351.58
01/22/23	$77,872.70	-$10,060.62	$48.25	0.00	0.00	$67,860.33
01/23/23	$71,434.91	-$8,453.21	$38.45	0.00	0.00	$63,020.15
01/24/23	$46,865.06	-$7,075.43	$57.75	0.00	0.00	$39,847.38
01/25/23	$44,365.21	-$7,073.19	$30.35	0.00	0.00	$37,322.37
01/26/23	$49,492.28	-$7,875.61	$29.90	0.00	0.00	$41,646.57
01/27/23	$51,217.03	-$8,225.73	-$27.05	0.00	0.00	$42,964.25
01/28/23	$54,847.10	-$8,441.43	-$28.85	0.00	0.00	$46,376.82
01/29/23	$71,579.72	-$10,391.37	-$64.70	0.00	0.00	$61,123.65
01/30/23	$69,230.64	-$8,037.47	-$92.36	0.00	0.00	$61,100.81
01/31/23	$46,305.35	-$7,497.05	0.00	0.00	0.00	$38,808.30
Month End Charge	0.00	0.00	0.00	0.00	-$87,871.33	-$87,871.33
Total	**$1,824,669.63**	**-$256,398.38**	**-$497.98**	**0.00**	**-$87,871.33**	**$1,479,901.94**

SUMMARY BY CARD TYPE

Card Type	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
		Items	Amount	Items	Amount	Items	Amount
Mastercard	$4.90	96,042	$470,699.92	0	0.00	96,042	$470,699.92
VISA	$5.14	207,141	$1,064,287.19	0	0.00	207,141	$1,064,287.19
Discover	$5.57	5,977	$33,284.14	0	0.00	5,977	$33,284.14
American Express	$4.60	55,700	$256,398.38	0	0.00	55,700	$256,398.38
Total		**364,860**	**$1,824,669.63**	**0**	**0.00**	**364,860**	**$1,824,669.63**

SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
463413011788	01/01/23	$3.62	16	$57.95	0	0.00	16	$57.95
463418011129	01/01/23	$20.50	1	$20.50	0	0.00	1	$20.50
463429011947	01/01/23	$3.85	10	$38.45	0	0.00	10	$38.45
463439011730	01/01/23	$17.00	3	$51.00	0	0.00	3	$51.00
463442011597	01/01/23	$20.50	1	$20.50	0	0.00	1	$20.50
463448011575	01/01/23	$2.20	5	$11.00	0	0.00	5	$11.00
463566011833	01/01/23	$7.17	3	$21.50	0	0.00	3	$21.50
463581011604	01/01/23	$15.25	2	$30.50	0	0.00	2	$30.50
801322013031	01/01/23	$4.34	18	$78.05	0	0.00	18	$78.05
801323013116	01/01/23	$8.91	714	$6,362.82	0	0.00	714	$6,362.82
801324012950	01/01/23	$4.64	202	$937.37	0	0.00	202	$937.37
801325013114	01/01/23	$8.11	832	$6,747.37	0	0.00	832	$6,747.37
801326013067	01/01/23	$6.66	48	$319.73	0	0.00	48	$319.73
801327013113	01/01/23	$7.00	159	$1,112.36	0	0.00	159	$1,112.36
801328013114	01/01/23	$6.69	969	$6,481.11	0	0.00	969	$6,481.11
801330013114	01/01/23	$4.54	481	$2,183.30	0	0.00	481	$2,183.30
801331013088	01/01/23	$2.31	173	$400.43	0	0.00	173	$400.43
801332013086	01/01/23	$5.91	44	$260.19	0	0.00	44	$260.19

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YOUR CARD PROCESSING STATEMENT

Merchant Number	275173125889
Customer Service	Website - Phone - 1-800-432-7628

Statement Period 01/01/23 - 01/31/23

SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801333013026	01/01/23	$4.69	59	$276.88	0	0.00	59	$276.88
801335012911	01/01/23	$3.76	24	$90.20	0	0.00	24	$90.20
801336013114	01/01/23	$7.28	352	$2,560.86	0	0.00	352	$2,560.86
801338012992	01/01/23	$3.70	41	$151.64	0	0.00	41	$151.64
801339013026	01/01/23	$4.51	480	$2,165.68	0	0.00	480	$2,165.68
801340013115	01/01/23	$8.52	1,343	$11,440.83	0	0.00	1,343	$11,440.83
801341013115	01/01/23	$10.06	600	$6,036.25	0	0.00	600	$6,036.25
801342012748	01/01/23	$2.93	20	$58.56	0	0.00	20	$58.56
801343013113	01/01/23	$1.60	168	$268.63	0	0.00	168	$268.63
801344012138	01/01/23	$0.75	3	$2.25	0	0.00	3	$2.25
801346013099	01/01/23	$1.34	22	$29.53	0	0.00	22	$29.53
801347012983	01/01/23	$2.38	7	$16.63	0	0.00	7	$16.63
801348012191	01/01/23	$3.33	5	$16.66	0	0.00	5	$16.66
801349013061	01/01/23	$1.58	2	$3.16	0	0.00	2	$3.16
801350013011	01/01/23	$2.33	12	$27.95	0	0.00	12	$27.95
801351013114	01/01/23	$1.63	841	$1,367.81	0	0.00	841	$1,367.81
801353013023	01/01/23	$2.79	51	$142.48	0	0.00	51	$142.48
801354013070	01/01/23	$2.25	624	$1,402.13	0	0.00	624	$1,402.13
801355012252	01/01/23	$1.66	6	$9.98	0	0.00	6	$9.98
801356013066	01/01/23	$1.42	18	$25.49	0	0.00	18	$25.49
801357012903	01/01/23	$2.37	38	$90.00	0	0.00	38	$90.00
801358013058	01/01/23	$2.26	204	$460.48	0	0.00	204	$460.48
801359013046	01/01/23	$3.45	274	$945.98	0	0.00	274	$945.98
801361013045	01/01/23	$3.67	433	$1,587.98	0	0.00	433	$1,587.98
801362013043	01/01/23	$4.97	161	$800.61	0	0.00	161	$800.61
801363013042	01/01/23	$5.50	41	$225.51	0	0.00	41	$225.51
801364013046	01/01/23	$4.42	129	$570.03	0	0.00	129	$570.03
801365013037	01/01/23	$4.28	28	$119.90	0	0.00	28	$119.90
801366012536	01/01/23	$3.02	3	$9.05	0	0.00	3	$9.05
801367012988	01/01/23	$6.01	68	$408.75	0	0.00	68	$408.75
801368013040	01/01/23	$7.07	101	$714.25	0	0.00	101	$714.25
801369013107	01/01/23	$7.47	108	$807.15	0	0.00	108	$807.15
801370013107	01/01/23	$7.13	87	$620.45	0	0.00	87	$620.45
801372013114	01/01/23	$5.98	161	$962.55	0	0.00	161	$962.55
801373013104	01/01/23	$6.00	219	$1,313.84	0	0.00	219	$1,313.84
801374013113	01/01/23	$6.60	186	$1,227.26	0	0.00	186	$1,227.26
801375013111	01/01/23	$6.23	304	$1,894.31	0	0.00	304	$1,894.31
801376012226	01/01/23	$4.88	113	$552.00	0	0.00	113	$552.00
801377013025	01/01/23	$4.43	177	$784.46	0	0.00	177	$784.46
801379012941	01/01/23	$8.21	129	$1,058.65	0	0.00	129	$1,058.65
801380012873	01/01/23	$1.96	60	$117.36	0	0.00	60	$117.36
801381013027	01/01/23	$2.18	183	$399.05	0	0.00	183	$399.05
801382013033	01/01/23	$19.61	290	$5,686.15	0	0.00	290	$5,686.15
801383012950	01/01/23	$1.81	24	$43.47	0	0.00	24	$43.47
801384013026	01/01/23	$2.74	164	$449.32	0	0.00	164	$449.32
801385013026	01/01/23	$4.90	184	$902.27	0	0.00	184	$902.27
801387013019	01/01/23	$1.64	44	$72.25	0	0.00	44	$72.25
801388011442	01/01/23	$3.14	6	$18.86	0	0.00	6	$18.86
801389013111	01/01/23	$2.04	42	$85.80	0	0.00	42	$85.80
801391013047	01/01/23	$1.17	24	$28.04	0	0.00	24	$28.04
801392013001	01/01/23	$1.43	12	$17.11	0	0.00	12	$17.11
801393013094	01/01/23	$3.21	9	$28.91	0	0.00	9	$28.91
801395013026	01/01/23	$1.41	4	$5.65	0	0.00	4	$5.65
801396013095	01/01/23	$1.94	143	$276.82	0	0.00	143	$276.82
801397013045	01/01/23	$3.85	277	$1,066.57	0	0.00	277	$1,066.57
801398012863	01/01/23	$2.60	68	$176.69	0	0.00	68	$176.69
801399012763	01/01/23	$1.26	5	$6.29	0	0.00	5	$6.29

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YOUR CARD PROCESSING STATEMENT

Merchant Number	275173125889
Customer Service	Website - Phone - 1-800-432-7628

Statement Period 01/01/23 - 01/31/23

SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801400013067	01/01/23	$3.52	181	$636.39	0	0.00	181	$636.39
801401013036	01/01/23	$0.55	2	$1.10	0	0.00	2	$1.10
801403013082	01/01/23	$2.32	13	$30.20	0	0.00	13	$30.20
801404012673	01/01/23	$2.54	23	$58.49	0	0.00	23	$58.49
801405012115	01/01/23	$2.93	31	$90.81	0	0.00	31	$90.81
801406012964	01/01/23	$19.93	174	$3,468.45	0	0.00	174	$3,468.45
801407013041	01/01/23	$5.63	44	$247.81	0	0.00	44	$247.81
801408013041	01/01/23	$3.91	50	$195.60	0	0.00	50	$195.60
801409012641	01/01/23	$1.90	28	$53.23	0	0.00	28	$53.23
801411012974	01/01/23	$3.62	25	$90.50	0	0.00	25	$90.50
801412012987	01/01/23	$1.55	10	$15.50	0	0.00	10	$15.50
801413012997	01/01/23	$3.80	40	$151.90	0	0.00	40	$151.90
801415011883	01/01/23	$1.44	8	$11.55	0	0.00	8	$11.55
463406021203	01/02/23	$7.50	1	$7.50	0	0.00	1	$7.50
463413021789	01/02/23	$3.31	8	$26.50	0	0.00	8	$26.50
463418021130	01/02/23	$10.00	1	$10.00	0	0.00	1	$10.00
463429021948	01/02/23	$5.29	7	$37.00	0	0.00	7	$37.00
463439021731	01/02/23	$22.08	6	$132.50	0	0.00	6	$132.50
463442021598	01/02/23	$20.50	2	$41.00	0	0.00	2	$41.00
463448021576	01/02/23	$1.00	1	$1.00	0	0.00	1	$1.00
463566021834	01/02/23	$6.82	3	$20.45	0	0.00	3	$20.45
463581021605	01/02/23	$20.48	3	$61.45	0	0.00	3	$61.45
801322023032	01/02/23	$5.90	20	$117.90	0	0.00	20	$117.90
801323023117	01/02/23	$7.83	960	$7,513.41	0	0.00	960	$7,513.41
801324022951	01/02/23	$4.89	171	$836.22	0	0.00	171	$836.22
801325023115	01/02/23	$7.81	895	$6,990.89	0	0.00	895	$6,990.89
801326023068	01/02/23	$5.69	50	$284.70	0	0.00	50	$284.70
801327023114	01/02/23	$6.76	164	$1,108.73	0	0.00	164	$1,108.73
801328023115	01/02/23	$6.29	917	$5,771.93	0	0.00	917	$5,771.93
801330023115	01/02/23	$4.97	291	$1,446.82	0	0.00	291	$1,446.82
801331023089	01/02/23	$2.75	177	$487.02	0	0.00	177	$487.02
801332023087	01/02/23	$3.46	50	$172.82	0	0.00	50	$172.82
801333023027	01/02/23	$4.55	78	$355.02	0	0.00	78	$355.02
801335022912	01/02/23	$2.96	14	$41.40	0	0.00	14	$41.40
801336023115	01/02/23	$6.50	451	$2,931.86	0	0.00	451	$2,931.86
801338022993	01/02/23	$2.94	46	$135.01	0	0.00	46	$135.01
801339023027	01/02/23	$3.97	474	$1,882.12	0	0.00	474	$1,882.12
801340023116	01/02/23	$7.43	1,754	$13,028.30	0	0.00	1,754	$13,028.30
801341023116	01/02/23	$8.29	770	$6,384.44	0	0.00	770	$6,384.44
801342022749	01/02/23	$2.92	21	$61.30	0	0.00	21	$61.30
801343023114	01/02/23	$1.61	136	$218.84	0	0.00	136	$218.84
801344022139	01/02/23	$1.10	1	$1.10	0	0.00	1	$1.10
801346023100	01/02/23	$1.96	9	$17.60	0	0.00	9	$17.60
801347022984	01/02/23	$1.00	1	$1.00	0	0.00	1	$1.00
801348022192	01/02/23	$2.56	2	$5.11	0	0.00	2	$5.11
801349023062	01/02/23	$1.59	8	$12.69	0	0.00	8	$12.69
801350023012	01/02/23	$2.10	8	$16.83	0	0.00	8	$16.83
801351023115	01/02/23	$1.64	954	$1,561.46	0	0.00	954	$1,561.46
801353023024	01/02/23	$2.96	52	$154.02	0	0.00	52	$154.02
801354023071	01/02/23	$2.38	561	$1,337.95	0	0.00	561	$1,337.95
801355022253	01/02/23	$2.59	10	$25.92	0	0.00	10	$25.92
801356023067	01/02/23	$2.28	4	$9.13	0	0.00	4	$9.13
801357022904	01/02/23	$1.93	37	$71.43	0	0.00	37	$71.43
801358023059	01/02/23	$2.49	232	$576.75	0	0.00	232	$576.75
801359023047	01/02/23	$3.77	287	$1,082.64	0	0.00	287	$1,082.64
801361023046	01/02/23	$3.64	409	$1,487.44	0	0.00	409	$1,487.44
801362023044	01/02/23	$5.16	113	$582.73	0	0.00	113	$582.73

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SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801363023043	01/02/23	$4.03	39	$157.34	0	0.00	39	$157.34
801364023047	01/02/23	$4.21	100	$421.03	0	0.00	100	$421.03
801365023038	01/02/23	$3.45	44	$151.83	0	0.00	44	$151.83
801366022537	01/02/23	$4.32	10	$43.15	0	0.00	10	$43.15
801367022989	01/02/23	$6.64	60	$398.50	0	0.00	60	$398.50
801368023041	01/02/23	$5.36	122	$654.20	0	0.00	122	$654.20
801369023108	01/02/23	$6.98	186	$1,298.77	0	0.00	186	$1,298.77
801370023108	01/02/23	$7.01	89	$623.77	0	0.00	89	$623.77
801372023115	01/02/23	$5.46	181	$988.67	0	0.00	181	$988.67
801373023105	01/02/23	$5.66	193	$1,092.93	0	0.00	193	$1,092.93
801374023114	01/02/23	$5.92	192	$1,136.50	0	0.00	192	$1,136.50
801375023112	01/02/23	$6.08	285	$1,733.77	0	0.00	285	$1,733.77
801376022227	01/02/23	$4.27	101	$430.96	0	0.00	101	$430.96
801377023026	01/02/23	$4.06	149	$604.69	0	0.00	149	$604.69
801379022942	01/02/23	$6.57	201	$1,320.65	0	0.00	201	$1,320.65
801380022874	01/02/23	$1.97	44	$86.51	0	0.00	44	$86.51
801381023028	01/02/23	$2.36	161	$380.70	0	0.00	161	$380.70
801382023034	01/02/23	$19.86	262	$5,202.55	0	0.00	262	$5,202.55
801383022951	01/02/23	$1.72	31	$53.18	0	0.00	31	$53.18
801384023027	01/02/23	$3.02	168	$507.50	0	0.00	168	$507.50
801385023027	01/02/23	$4.25	163	$691.94	0	0.00	163	$691.94
801387023020	01/02/23	$2.21	63	$139.27	0	0.00	63	$139.27
801388021443	01/02/23	$3.82	5	$19.09	0	0.00	5	$19.09
801389023112	01/02/23	$1.70	34	$57.93	0	0.00	34	$57.93
801391023048	01/02/23	$2.18	11	$23.99	0	0.00	11	$23.99
801392023002	01/02/23	$2.43	8	$19.47	0	0.00	8	$19.47
801393023095	01/02/23	$2.88	12	$34.53	0	0.00	12	$34.53
801395023027	01/02/23	$1.35	2	$2.70	0	0.00	2	$2.70
801396023096	01/02/23	$2.31	302	$698.54	0	0.00	302	$698.54
801397023046	01/02/23	$3.61	291	$1,051.32	0	0.00	291	$1,051.32
801398022864	01/02/23	$2.48	153	$379.20	0	0.00	153	$379.20
801399022764	01/02/23	$2.47	10	$24.66	0	0.00	10	$24.66
801400023068	01/02/23	$4.11	162	$666.55	0	0.00	162	$666.55
801401023037	01/02/23	$2.12	12	$25.40	0	0.00	12	$25.40
801403023083	01/02/23	$2.19	13	$28.43	0	0.00	13	$28.43
801404022674	01/02/23	$2.63	58	$152.52	0	0.00	58	$152.52
801405022116	01/02/23	$2.95	75	$221.62	0	0.00	75	$221.62
801406022965	01/02/23	$20.29	174	$3,530.55	0	0.00	174	$3,530.55
801407023042	01/02/23	$4.85	56	$271.63	0	0.00	56	$271.63
801408023042	01/02/23	$3.63	53	$192.50	0	0.00	53	$192.50
801409022642	01/02/23	$1.96	34	$66.56	0	0.00	34	$66.56
801411022975	01/02/23	$3.68	29	$106.75	0	0.00	29	$106.75
801412022988	01/02/23	$2.96	9	$26.67	0	0.00	9	$26.67
801413022998	01/02/23	$3.09	49	$151.53	0	0.00	49	$151.53
801415021884	01/02/23	$1.90	12	$22.84	0	0.00	12	$22.84
463406031204	01/03/23	$30.00	1	$30.00	0	0.00	1	$30.00
463413031790	01/03/23	$3.75	14	$52.50	0	0.00	14	$52.50
463425030880	01/03/23	$3.75	2	$7.50	0	0.00	2	$7.50
463429031949	01/03/23	$5.16	12	$61.95	0	0.00	12	$61.95
463439031732	01/03/23	$4.67	3	$14.00	0	0.00	3	$14.00
463442031599	01/03/23	$7.50	2	$15.00	0	0.00	2	$15.00
463448031577	01/03/23	$3.06	8	$24.50	0	0.00	8	$24.50
463566031835	01/03/23	$8.50	1	$8.50	0	0.00	1	$8.50
463581031606	01/03/23	$4.38	4	$17.50	0	0.00	4	$17.50
801322033033	01/03/23	$3.71	9	$33.40	0	0.00	9	$33.40
801323033118	01/03/23	$6.84	721	$4,931.89	0	0.00	721	$4,931.89
801324032952	01/03/23	$4.36	192	$836.29	0	0.00	192	$836.29

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YOUR CARD PROCESSING STATEMENT

Merchant Number	275173125889
Customer Service	Website - Phone - 1-800-432-7628

Statement Period 01/01/23 - 01/31/23

SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801325033116	01/03/23	$7.13	817	$5,824.11	0	0.00	817	$5,824.11
801326033069	01/03/23	$4.49	48	$215.37	0	0.00	48	$215.37
801327033115	01/03/23	$5.21	148	$770.55	0	0.00	148	$770.55
801328033116	01/03/23	$5.31	893	$4,737.42	0	0.00	893	$4,737.42
801330033116	01/03/23	$4.21	493	$2,075.37	0	0.00	493	$2,075.37
801331033090	01/03/23	$2.29	227	$519.70	0	0.00	227	$519.70
801332033088	01/03/23	$3.56	50	$178.19	0	0.00	50	$178.19
801333033028	01/03/23	$4.68	57	$266.97	0	0.00	57	$266.97
801335032913	01/03/23	$2.87	9	$25.87	0	0.00	9	$25.87
801336033116	01/03/23	$6.32	467	$2,952.26	0	0.00	467	$2,952.26
801338032994	01/03/23	$3.38	38	$128.44	0	0.00	38	$128.44
801339033028	01/03/23	$4.08	381	$1,554.98	0	0.00	381	$1,554.98
801340033117	01/03/23	$7.47	1,438	$10,748.51	0	0.00	1,438	$10,748.51
801341033117	01/03/23	$8.06	951	$7,668.50	0	0.00	951	$7,668.50
801342032750	01/03/23	$2.96	9	$26.65	0	0.00	9	$26.65
801343033115	01/03/23	$1.35	228	$306.94	0	0.00	228	$306.94
801344032140	01/03/23	$0.60	1	$0.60	0	0.00	1	$0.60
801346033101	01/03/23	$1.44	28	$40.35	0	0.00	28	$40.35
801347032985	01/03/23	$2.48	6	$14.89	0	0.00	6	$14.89
801348032193	01/03/23	$3.13	7	$21.89	0	0.00	7	$21.89
801349033063	01/03/23	$1.59	10	$15.88	0	0.00	10	$15.88
801350033013	01/03/23	$1.31	30	$39.44	0	0.00	30	$39.44
801351033116	01/03/23	$1.63	865	$1,413.33	0	0.00	865	$1,413.33
801353033025	01/03/23	$2.76	59	$162.56	0	0.00	59	$162.56
801354033072	01/03/23	$2.16	607	$1,310.62	0	0.00	607	$1,310.62
801355032254	01/03/23	$1.78	8	$14.27	0	0.00	8	$14.27
801356033068	01/03/23	$2.70	12	$32.37	0	0.00	12	$32.37
801357032905	01/03/23	$2.53	27	$68.44	0	0.00	27	$68.44
801358033060	01/03/23	$2.68	203	$544.55	0	0.00	203	$544.55
801359033048	01/03/23	$3.49	290	$1,012.47	0	0.00	290	$1,012.47
801361033047	01/03/23	$3.13	448	$1,400.74	0	0.00	448	$1,400.74
801362033045	01/03/23	$4.12	137	$564.82	0	0.00	137	$564.82
801363033044	01/03/23	$3.65	48	$175.27	0	0.00	48	$175.27
801364033048	01/03/23	$3.57	153	$546.24	0	0.00	153	$546.24
801365033039	01/03/23	$3.15	48	$151.03	0	0.00	48	$151.03
801366032538	01/03/23	$2.75	5	$13.75	0	0.00	5	$13.75
801367032990	01/03/23	$5.90	89	$525.20	0	0.00	89	$525.20
801368033042	01/03/23	$5.74	89	$511.25	0	0.00	89	$511.25
801369033109	01/03/23	$7.49	149	$1,116.66	0	0.00	149	$1,116.66
801370033109	01/03/23	$7.22	93	$671.78	0	0.00	93	$671.78
801372033116	01/03/23	$5.10	177	$902.75	0	0.00	177	$902.75
801373033106	01/03/23	$5.97	195	$1,163.49	0	0.00	195	$1,163.49
801374033115	01/03/23	$5.90	191	$1,127.47	0	0.00	191	$1,127.47
801375033113	01/03/23	$5.67	292	$1,656.06	0	0.00	292	$1,656.06
801376032228	01/03/23	$3.83	108	$414.04	0	0.00	108	$414.04
801377033027	01/03/23	$4.33	139	$602.45	0	0.00	139	$602.45
801379032943	01/03/23	$6.55	141	$923.95	0	0.00	141	$923.95
801380032875	01/03/23	$1.80	33	$59.53	0	0.00	33	$59.53
801381033029	01/03/23	$2.45	165	$404.29	0	0.00	165	$404.29
801382033035	01/03/23	$19.56	254	$4,968.00	0	0.00	254	$4,968.00
801383032952	01/03/23	$2.16	27	$58.26	0	0.00	27	$58.26
801384033028	01/03/23	$2.52	173	$436.56	0	0.00	173	$436.56
801385033028	01/03/23	$4.00	113	$452.50	0	0.00	113	$452.50
801387033021	01/03/23	$1.81	41	$74.10	0	0.00	41	$74.10
801388031444	01/03/23	$1.82	8	$14.52	0	0.00	8	$14.52
801389033113	01/03/23	$1.46	46	$67.02	0	0.00	46	$67.02
801391033049	01/03/23	$1.56	9	$14.06	0	0.00	9	$14.06

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SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801392033003	01/03/23	$1.39	13	$18.06	0	0.00	13	$18.06
801393033096	01/03/23	$0.54	7	$3.80	0	0.00	7	$3.80
801395033028	01/03/23	$1.06	6	$6.35	0	0.00	6	$6.35
801396033097	01/03/23	$2.15	194	$417.39	0	0.00	194	$417.39
801397033047	01/03/23	$3.15	356	$1,122.92	0	0.00	356	$1,122.92
801398032865	01/03/23	$2.65	121	$320.74	0	0.00	121	$320.74
801399032765	01/03/23	$2.03	10	$20.25	0	0.00	10	$20.25
801400033069	01/03/23	$3.32	171	$568.41	0	0.00	171	$568.41
801401033038	01/03/23	$1.62	18	$29.23	0	0.00	18	$29.23
801403033084	01/03/23	$1.42	32	$45.30	0	0.00	32	$45.30
801404032675	01/03/23	$3.09	38	$117.41	0	0.00	38	$117.41
801405032117	01/03/23	$2.61	43	$112.09	0	0.00	43	$112.09
801406032966	01/03/23	$4.15	359	$1,491.55	0	0.00	359	$1,491.55
801407033043	01/03/23	$4.54	42	$190.70	0	0.00	42	$190.70
801408033043	01/03/23	$3.74	51	$190.74	0	0.00	51	$190.74
801409032643	01/03/23	$2.26	38	$85.78	0	0.00	38	$85.78
801411032976	01/03/23	$3.07	17	$52.25	0	0.00	17	$52.25
801412032989	01/03/23	$2.12	13	$27.55	0	0.00	13	$27.55
801413032999	01/03/23	$4.78	19	$90.79	0	0.00	19	$90.79
801415031885	01/03/23	$1.76	5	$8.79	0	0.00	5	$8.79
463406041205	01/04/23	$5.25	2	$10.50	0	0.00	2	$10.50
463413041791	01/04/23	$4.81	16	$76.90	0	0.00	16	$76.90
463429041950	01/04/23	$3.80	15	$57.00	0	0.00	15	$57.00
463439041733	01/04/23	$6.67	3	$20.00	0	0.00	3	$20.00
463442041600	01/04/23	$8.75	4	$35.00	0	0.00	4	$35.00
463448041578	01/04/23	$2.95	11	$32.50	0	0.00	11	$32.50
463566041836	01/04/23	$7.63	15	$114.50	0	0.00	15	$114.50
463581041607	01/04/23	$5.92	6	$35.50	0	0.00	6	$35.50
801322043034	01/04/23	$2.91	31	$90.19	0	0.00	31	$90.19
801323043119	01/04/23	$6.78	615	$4,169.04	0	0.00	615	$4,169.04
801324042953	01/04/23	$4.27	168	$717.87	0	0.00	168	$717.87
801325043117	01/04/23	$6.36	578	$3,676.01	0	0.00	578	$3,676.01
801326043070	01/04/23	$4.10	29	$118.99	0	0.00	29	$118.99
801327043116	01/04/23	$5.20	126	$654.74	0	0.00	126	$654.74
801328043117	01/04/23	$5.01	907	$4,541.40	0	0.00	907	$4,541.40
801330043117	01/04/23	$4.45	433	$1,928.11	0	0.00	433	$1,928.11
801331043091	01/04/23	$1.98	219	$434.69	0	0.00	219	$434.69
801332043089	01/04/23	$4.85	57	$276.42	0	0.00	57	$276.42
801333043029	01/04/23	$5.77	47	$271.14	0	0.00	47	$271.14
801335042914	01/04/23	$3.44	39	$134.10	0	0.00	39	$134.10
801336043117	01/04/23	$6.32	283	$1,789.47	0	0.00	283	$1,789.47
801338042995	01/04/23	$3.35	31	$104.00	0	0.00	31	$104.00
801339043029	01/04/23	$3.96	253	$1,002.93	0	0.00	253	$1,002.93
801340043118	01/04/23	$7.42	1,223	$9,074.92	0	0.00	1,223	$9,074.92
801341043118	01/04/23	$8.08	893	$7,212.48	0	0.00	893	$7,212.48
801342042751	01/04/23	$3.19	15	$47.81	0	0.00	15	$47.81
801343043116	01/04/23	$1.27	342	$435.55	0	0.00	342	$435.55
801344042141	01/04/23	$1.37	4	$5.49	0	0.00	4	$5.49
801346043102	01/04/23	$1.07	43	$46.22	0	0.00	43	$46.22
801347042986	01/04/23	$1.58	31	$49.08	0	0.00	31	$49.08
801348042194	01/04/23	$2.82	4	$11.27	0	0.00	4	$11.27
801349043064	01/04/23	$1.72	74	$127.33	0	0.00	74	$127.33
801350043014	01/04/23	$1.26	55	$69.33	0	0.00	55	$69.33
801351043117	01/04/23	$1.51	530	$801.45	0	0.00	530	$801.45
801353043026	01/04/23	$3.69	30	$110.84	0	0.00	30	$110.84
801354043073	01/04/23	$2.22	276	$613.69	0	0.00	276	$613.69
801355042255	01/04/23	$2.80	4	$11.20	0	0.00	4	$11.20

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Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801356043069	01/04/23	$1.33	61	$81.37	0	0.00	61	$81.37
801357042906	01/04/23	$2.31	13	$30.00	0	0.00	13	$30.00
801358043061	01/04/23	$2.49	129	$321.60	0	0.00	129	$321.60
801359043049	01/04/23	$3.38	273	$922.86	0	0.00	273	$922.86
801361043048	01/04/23	$3.08	435	$1,339.06	0	0.00	435	$1,339.06
801362043046	01/04/23	$3.77	101	$380.38	0	0.00	101	$380.38
801363043045	01/04/23	$3.60	44	$158.35	0	0.00	44	$158.35
801364043049	01/04/23	$3.27	109	$356.63	0	0.00	109	$356.63
801365043040	01/04/23	$2.36	32	$75.40	0	0.00	32	$75.40
801366042539	01/04/23	$3.27	6	$19.60	0	0.00	6	$19.60
801367042991	01/04/23	$5.00	54	$269.80	0	0.00	54	$269.80
801368043043	01/04/23	$5.40	80	$432.05	0	0.00	80	$432.05
801369043110	01/04/23	$6.62	104	$688.76	0	0.00	104	$688.76
801370043110	01/04/23	$7.13	65	$463.32	0	0.00	65	$463.32
801372043117	01/04/23	$5.24	125	$655.43	0	0.00	125	$655.43
801373043107	01/04/23	$5.00	123	$615.16	0	0.00	123	$615.16
801374043116	01/04/23	$5.86	135	$790.84	0	0.00	135	$790.84
801375043114	01/04/23	$5.54	246	$1,363.71	0	0.00	246	$1,363.71
801376042229	01/04/23	$4.15	79	$327.98	0	0.00	79	$327.98
801377043028	01/04/23	$4.13	86	$355.05	0	0.00	86	$355.05
801379042944	01/04/23	$5.04	68	$342.55	0	0.00	68	$342.55
801380042876	01/04/23	$2.11	31	$65.42	0	0.00	31	$65.42
801381043030	01/04/23	$2.26	152	$343.99	0	0.00	152	$343.99
801382043036	01/04/23	$19.19	149	$2,859.90	0	0.00	149	$2,859.90
801383042953	01/04/23	$1.89	15	$28.41	0	0.00	15	$28.41
801384043029	01/04/23	$3.30	104	$343.14	0	0.00	104	$343.14
801385043029	01/04/23	$4.30	105	$451.33	0	0.00	105	$451.33
801387043022	01/04/23	$2.54	44	$111.95	0	0.00	44	$111.95
801389043114	01/04/23	$1.22	72	$87.66	0	0.00	72	$87.66
801391043050	01/04/23	$1.48	9	$13.32	0	0.00	9	$13.32
801392043004	01/04/23	$1.13	10	$11.29	0	0.00	10	$11.29
801393043097	01/04/23	$2.48	21	$52.18	0	0.00	21	$52.18
801395043029	01/04/23	$0.99	11	$10.85	0	0.00	11	$10.85
801396043098	01/04/23	$2.12	76	$161.40	0	0.00	76	$161.40
801397043048	01/04/23	$3.40	318	$1,081.40	0	0.00	318	$1,081.40
801398042866	01/04/23	$2.26	42	$94.81	0	0.00	42	$94.81
801399042766	01/04/23	$1.68	3	$5.05	0	0.00	3	$5.05
801400043070	01/04/23	$3.57	167	$595.63	0	0.00	167	$595.63
801401043039	01/04/23	$2.17	40	$86.67	0	0.00	40	$86.67
801403043085	01/04/23	$2.01	31	$62.24	0	0.00	31	$62.24
801404042676	01/04/23	$2.76	19	$52.41	0	0.00	19	$52.41
801405042118	01/04/23	$1.68	15	$25.16	0	0.00	15	$25.16
801406042967	01/04/23	$4.65	327	$1,521.00	0	0.00	327	$1,521.00
801407043044	01/04/23	$5.18	32	$165.77	0	0.00	32	$165.77
801408043044	01/04/23	$4.15	33	$136.85	0	0.00	33	$136.85
801409042644	01/04/23	$2.28	23	$52.43	0	0.00	23	$52.43
801411042977	01/04/23	$3.94	17	$66.95	0	0.00	17	$66.95
801412042990	01/04/23	$1.48	4	$5.90	0	0.00	4	$5.90
801413043000	01/04/23	$3.82	26	$99.37	0	0.00	26	$99.37
801415041886	01/04/23	$0.96	3	$2.87	0	0.00	3	$2.87
463413051792	01/05/23	$3.76	21	$79.00	0	0.00	21	$79.00
463425050881	01/05/23	$20.50	1	$20.50	0	0.00	1	$20.50
463429051951	01/05/23	$4.09	16	$65.45	0	0.00	16	$65.45
463439051734	01/05/23	$19.67	3	$59.00	0	0.00	3	$59.00
463442051601	01/05/23	$5.00	2	$10.00	0	0.00	2	$10.00
463448051579	01/05/23	$2.50	2	$5.00	0	0.00	2	$5.00
463566051837	01/05/23	$7.68	17	$130.50	0	0.00	17	$130.50

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Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
463581051608	01/05/23	$7.50	6	$45.00	0	0.00	6	$45.00
801322053035	01/05/23	$3.02	16	$48.30	0	0.00	16	$48.30
801323053120	01/05/23	$6.86	698	$4,790.58	0	0.00	698	$4,790.58
801324052954	01/05/23	$4.79	152	$727.96	0	0.00	152	$727.96
801325053118	01/05/23	$6.11	618	$3,775.64	0	0.00	618	$3,775.64
801326053071	01/05/23	$3.34	32	$106.74	0	0.00	32	$106.74
801327053117	01/05/23	$5.78	129	$745.48	0	0.00	129	$745.48
801328053118	01/05/23	$4.87	896	$4,363.19	0	0.00	896	$4,363.19
801330053118	01/05/23	$4.47	400	$1,789.88	0	0.00	400	$1,789.88
801331053092	01/05/23	$1.75	183	$320.05	0	0.00	183	$320.05
801332053090	01/05/23	$4.69	51	$239.42	0	0.00	51	$239.42
801333053030	01/05/23	$5.58	61	$340.26	0	0.00	61	$340.26
801335052915	01/05/23	$2.46	39	$95.90	0	0.00	39	$95.90
801336053118	01/05/23	$6.47	311	$2,012.59	0	0.00	311	$2,012.59
801338052996	01/05/23	$3.37	40	$134.75	0	0.00	40	$134.75
801339053030	01/05/23	$4.05	320	$1,295.06	0	0.00	320	$1,295.06
801340053119	01/05/23	$7.73	1,076	$8,321.35	0	0.00	1,076	$8,321.35
801341053119	01/05/23	$7.90	837	$6,613.79	0	0.00	837	$6,613.79
801342052752	01/05/23	$3.45	5	$17.25	0	0.00	5	$17.25
801343053117	01/05/23	$1.33	335	$445.10	0	0.00	335	$445.10
801344052142	01/05/23	$0.38	2	$0.75	0	0.00	2	$0.75
801346053103	01/05/23	$1.24	43	$53.40	0	0.00	43	$53.40
801347052987	01/05/23	$1.80	29	$52.34	0	0.00	29	$52.34
801348052195	01/05/23	$2.64	8	$21.13	0	0.00	8	$21.13
801349053065	01/05/23	$2.00	96	$191.72	0	0.00	96	$191.72
801350053015	01/05/23	$1.53	62	$94.56	0	0.00	62	$94.56
801351053118	01/05/23	$1.53	535	$816.46	0	0.00	535	$816.46
801353053027	01/05/23	$3.30	47	$154.99	0	0.00	47	$154.99
801354053074	01/05/23	$2.29	281	$643.95	0	0.00	281	$643.95
801355052256	01/05/23	$1.51	8	$12.07	0	0.00	8	$12.07
801356053070	01/05/23	$1.24	48	$59.44	0	0.00	48	$59.44
801357052907	01/05/23	$2.46	19	$46.73	0	0.00	19	$46.73
801358053062	01/05/23	$2.58	135	$348.90	0	0.00	135	$348.90
801359053050	01/05/23	$3.54	237	$838.52	0	0.00	237	$838.52
801361053049	01/05/23	$3.29	427	$1,403.54	0	0.00	427	$1,403.54
801362053047	01/05/23	$4.57	102	$466.09	0	0.00	102	$466.09
801363053046	01/05/23	$3.85	41	$157.96	0	0.00	41	$157.96
801364053050	01/05/23	$3.12	141	$440.06	0	0.00	141	$440.06
801365053041	01/05/23	$3.34	34	$113.48	0	0.00	34	$113.48
801366052540	01/05/23	$3.60	4	$14.40	0	0.00	4	$14.40
801367052992	01/05/23	$5.01	38	$190.30	0	0.00	38	$190.30
801368053044	01/05/23	$6.71	59	$396.15	0	0.00	59	$396.15
801369053111	01/05/23	$6.87	80	$549.94	0	0.00	80	$549.94
801370053111	01/05/23	$6.38	87	$554.86	0	0.00	87	$554.86
801372053118	01/05/23	$4.97	140	$695.91	0	0.00	140	$695.91
801373053108	01/05/23	$5.67	115	$651.71	0	0.00	115	$651.71
801374053117	01/05/23	$5.19	136	$706.27	0	0.00	136	$706.27
801375053115	01/05/23	$5.77	216	$1,246.91	0	0.00	216	$1,246.91
801376052230	01/05/23	$4.22	86	$362.69	0	0.00	86	$362.69
801377053029	01/05/23	$4.08	98	$400.20	0	0.00	98	$400.20
801379052945	01/05/23	$4.78	79	$377.45	0	0.00	79	$377.45
801380052877	01/05/23	$2.03	23	$46.72	0	0.00	23	$46.72
801381053031	01/05/23	$2.11	157	$331.75	0	0.00	157	$331.75
801382053037	01/05/23	$19.21	176	$3,380.70	0	0.00	176	$3,380.70
801383052954	01/05/23	$2.22	15	$33.33	0	0.00	15	$33.33
801384053030	01/05/23	$3.26	105	$342.38	0	0.00	105	$342.38
801385053030	01/05/23	$4.13	85	$350.93	0	0.00	85	$350.93

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Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801387053023	01/05/23	$2.29	44	$100.56	0	0.00	44	$100.56
801388051445	01/05/23	$3.51	3	$10.52	0	0.00	3	$10.52
801389053115	01/05/23	$1.37	91	$125.06	0	0.00	91	$125.06
801391053051	01/05/23	$1.57	12	$18.81	0	0.00	12	$18.81
801392053005	01/05/23	$1.97	10	$19.66	0	0.00	10	$19.66
801393053098	01/05/23	$1.11	15	$16.70	0	0.00	15	$16.70
801395053030	01/05/23	$1.55	7	$10.87	0	0.00	7	$10.87
801396053099	01/05/23	$2.23	72	$160.71	0	0.00	72	$160.71
801397053049	01/05/23	$3.61	313	$1,128.63	0	0.00	313	$1,128.63
801398052867	01/05/23	$2.51	48	$120.42	0	0.00	48	$120.42
801399052767	01/05/23	$2.08	4	$8.32	0	0.00	4	$8.32
801400053071	01/05/23	$3.11	161	$501.23	0	0.00	161	$501.23
801401053040	01/05/23	$1.20	30	$35.95	0	0.00	30	$35.95
801403053086	01/05/23	$1.30	57	$74.00	0	0.00	57	$74.00
801404052677	01/05/23	$2.09	19	$39.64	0	0.00	19	$39.64
801405052119	01/05/23	$3.00	11	$33.00	0	0.00	11	$33.00
801406052968	01/05/23	$4.82	329	$1,585.50	0	0.00	329	$1,585.50
801407053045	01/05/23	$5.14	31	$159.46	0	0.00	31	$159.46
801408053045	01/05/23	$4.20	32	$134.51	0	0.00	32	$134.51
801409052645	01/05/23	$2.68	31	$83.11	0	0.00	31	$83.11
801411052978	01/05/23	$3.92	14	$54.90	0	0.00	14	$54.90
801412052991	01/05/23	$1.70	9	$15.30	0	0.00	9	$15.30
801413053001	01/05/23	$4.05	28	$113.51	0	0.00	28	$113.51
801415051887	01/05/23	$1.54	4	$6.15	0	0.00	4	$6.15
463406061206	01/06/23	$8.50	1	$8.50	0	0.00	1	$8.50
463413061793	01/06/23	$6.17	12	$74.00	0	0.00	12	$74.00
463425060882	01/06/23	$2.00	1	$2.00	0	0.00	1	$2.00
463429061952	01/06/23	$3.82	14	$53.45	0	0.00	14	$53.45
463439061735	01/06/23	$5.33	3	$16.00	0	0.00	3	$16.00
463442061602	01/06/23	$6.50	1	$6.50	0	0.00	1	$6.50
463448061580	01/06/23	$2.86	7	$20.00	0	0.00	7	$20.00
463566061838	01/06/23	$6.68	19	$127.00	0	0.00	19	$127.00
463581061609	01/06/23	$7.93	7	$55.50	0	0.00	7	$55.50
801322063036	01/06/23	$2.66	23	$61.23	0	0.00	23	$61.23
801323063121	01/06/23	$6.77	621	$4,203.65	0	0.00	621	$4,203.65
801324062955	01/06/23	$4.81	172	$827.71	0	0.00	172	$827.71
801325063119	01/06/23	$6.16	584	$3,599.09	0	0.00	584	$3,599.09
801326063072	01/06/23	$5.07	22	$111.61	0	0.00	22	$111.61
801327063118	01/06/23	$5.15	122	$627.87	0	0.00	122	$627.87
801328063119	01/06/23	$4.84	993	$4,810.98	0	0.00	993	$4,810.98
801330063119	01/06/23	$4.36	435	$1,896.07	0	0.00	435	$1,896.07
801331063093	01/06/23	$2.15	191	$410.14	0	0.00	191	$410.14
801332063091	01/06/23	$3.76	71	$266.81	0	0.00	71	$266.81
801333063031	01/06/23	$5.79	50	$289.40	0	0.00	50	$289.40
801335062916	01/06/23	$3.10	43	$133.15	0	0.00	43	$133.15
801336063119	01/06/23	$6.62	341	$2,258.30	0	0.00	341	$2,258.30
801338062997	01/06/23	$2.91	32	$93.11	0	0.00	32	$93.11
801339063031	01/06/23	$3.96	291	$1,153.42	0	0.00	291	$1,153.42
801340063120	01/06/23	$7.19	1,230	$8,845.14	0	0.00	1,230	$8,845.14
801341063120	01/06/23	$8.65	893	$7,724.35	0	0.00	893	$7,724.35
801342062753	01/06/23	$3.01	10	$30.05	0	0.00	10	$30.05
801343063118	01/06/23	$1.31	372	$488.60	0	0.00	372	$488.60
801344062143	01/06/23	$1.58	10	$15.82	0	0.00	10	$15.82
801346063104	01/06/23	$1.37	48	$65.82	0	0.00	48	$65.82
801347062988	01/06/23	$2.04	30	$61.32	0	0.00	30	$61.32
801348062196	01/06/23	$4.90	3	$14.71	0	0.00	3	$14.71
801349063066	01/06/23	$2.00	68	$136.24	0	0.00	68	$136.24

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SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801350063016	01/06/23	$1.32	56	$73.69	0	0.00	56	$73.69
801351063119	01/06/23	$1.48	547	$811.50	0	0.00	547	$811.50
801353063028	01/06/23	$2.63	35	$92.01	0	0.00	35	$92.01
801354063075	01/06/23	$2.34	282	$658.78	0	0.00	282	$658.78
801355062257	01/06/23	$1.19	7	$8.36	0	0.00	7	$8.36
801356063071	01/06/23	$1.13	40	$45.35	0	0.00	40	$45.35
801357062908	01/06/23	$2.76	12	$33.15	0	0.00	12	$33.15
801358063063	01/06/23	$2.20	162	$356.10	0	0.00	162	$356.10
801359063051	01/06/23	$3.38	250	$843.92	0	0.00	250	$843.92
801361063050	01/06/23	$3.29	408	$1,342.49	0	0.00	408	$1,342.49
801362063048	01/06/23	$4.20	122	$512.69	0	0.00	122	$512.69
801363063047	01/06/23	$3.60	51	$183.80	0	0.00	51	$183.80
801364063051	01/06/23	$3.41	102	$347.74	0	0.00	102	$347.74
801365063042	01/06/23	$2.83	43	$121.80	0	0.00	43	$121.80
801366062541	01/06/23	$2.62	10	$26.22	0	0.00	10	$26.22
801367062993	01/06/23	$5.28	49	$258.80	0	0.00	49	$258.80
801368063045	01/06/23	$5.61	84	$471.65	0	0.00	84	$471.65
801369063112	01/06/23	$7.32	104	$761.62	0	0.00	104	$761.62
801370063112	01/06/23	$6.76	66	$446.06	0	0.00	66	$446.06
801372063119	01/06/23	$4.97	120	$596.17	0	0.00	120	$596.17
801373063109	01/06/23	$5.12	141	$721.90	0	0.00	141	$721.90
801374063118	01/06/23	$6.15	142	$872.88	0	0.00	142	$872.88
801375063116	01/06/23	$5.47	231	$1,262.99	0	0.00	231	$1,262.99
801376062231	01/06/23	$4.36	106	$462.22	0	0.00	106	$462.22
801377063030	01/06/23	$4.46	119	$530.67	0	0.00	119	$530.67
801379062946	01/06/23	$5.00	87	$435.35	0	0.00	87	$435.35
801380062878	01/06/23	$1.99	17	$33.78	0	0.00	17	$33.78
801381063032	01/06/23	$2.36	158	$373.64	0	0.00	158	$373.64
801382063038	01/06/23	$19.24	181	$3,482.45	0	0.00	181	$3,482.45
801383062955	01/06/23	$2.44	20	$48.87	0	0.00	20	$48.87
801384063031	01/06/23	$2.92	110	$321.17	0	0.00	110	$321.17
801385063031	01/06/23	$4.25	105	$446.15	0	0.00	105	$446.15
801387063024	01/06/23	$2.05	42	$85.97	0	0.00	42	$85.97
801388061446	01/06/23	$0.85	1	$0.85	0	0.00	1	$0.85
801389063116	01/06/23	$1.52	75	$114.27	0	0.00	75	$114.27
801391063052	01/06/23	$1.11	12	$13.26	0	0.00	12	$13.26
801392063006	01/06/23	$1.70	12	$20.34	0	0.00	12	$20.34
801393063099	01/06/23	$1.48	32	$47.44	0	0.00	32	$47.44
801395063031	01/06/23	$1.10	4	$4.40	0	0.00	4	$4.40
801396063100	01/06/23	$2.23	78	$173.80	0	0.00	78	$173.80
801397063050	01/06/23	$3.71	304	$1,128.39	0	0.00	304	$1,128.39
801398062868	01/06/23	$2.71	39	$105.62	0	0.00	39	$105.62
801399062768	01/06/23	$0.73	2	$1.45	0	0.00	2	$1.45
801400063072	01/06/23	$3.53	171	$603.74	0	0.00	171	$603.74
801401063041	01/06/23	$1.65	36	$59.28	0	0.00	36	$59.28
801403063087	01/06/23	$1.91	40	$76.47	0	0.00	40	$76.47
801404062678	01/06/23	$2.65	7	$18.53	0	0.00	7	$18.53
801405062120	01/06/23	$3.19	13	$41.41	0	0.00	13	$41.41
801406062969	01/06/23	$4.60	335	$1,540.75	0	0.00	335	$1,540.75
801407063046	01/06/23	$4.57	31	$141.56	0	0.00	31	$141.56
801408063046	01/06/23	$4.12	39	$160.76	0	0.00	39	$160.76
801409062646	01/06/23	$2.52	34	$85.78	0	0.00	34	$85.78
801411062979	01/06/23	$5.63	16	$90.01	0	0.00	16	$90.01
801412062992	01/06/23	$1.51	10	$15.09	0	0.00	10	$15.09
801413063002	01/06/23	$3.64	20	$72.80	0	0.00	20	$72.80
801415061888	01/06/23	$1.35	1	$1.35	0	0.00	1	$1.35
463413071794	01/07/23	$3.00	4	$12.00	0	0.00	4	$12.00

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SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
463429071953	01/07/23	$3.32	22	$73.00	0	0.00	22	$73.00
463439071736	01/07/23	$9.00	4	$36.00	0	0.00	4	$36.00
463442071603	01/07/23	$6.50	3	$19.50	0	0.00	3	$19.50
463448071581	01/07/23	$3.25	2	$6.50	0	0.00	2	$6.50
463566071839	01/07/23	$7.04	14	$98.50	0	0.00	14	$98.50
463581071610	01/07/23	$11.43	7	$80.00	0	0.00	7	$80.00
801322073037	01/07/23	$3.55	22	$78.02	0	0.00	22	$78.02
801323073122	01/07/23	$7.00	651	$4,556.30	0	0.00	651	$4,556.30
801324072956	01/07/23	$4.17	232	$966.54	0	0.00	232	$966.54
801325073120	01/07/23	$6.32	655	$4,137.53	0	0.00	655	$4,137.53
801326073073	01/07/23	$4.75	31	$147.30	0	0.00	31	$147.30
801327073119	01/07/23	$5.29	148	$783.41	0	0.00	148	$783.41
801328073120	01/07/23	$5.14	1,002	$5,151.41	0	0.00	1,002	$5,151.41
801330073120	01/07/23	$4.56	436	$1,990.12	0	0.00	436	$1,990.12
801331073094	01/07/23	$2.16	195	$420.84	0	0.00	195	$420.84
801332073092	01/07/23	$4.83	80	$386.15	0	0.00	80	$386.15
801333073032	01/07/23	$4.74	48	$227.74	0	0.00	48	$227.74
801334072475	01/07/23	$0.85	1	$0.85	0	0.00	1	$0.85
801335072917	01/07/23	$3.01	28	$84.35	0	0.00	28	$84.35
801336073120	01/07/23	$6.85	485	$3,323.16	0	0.00	485	$3,323.16
801338072998	01/07/23	$3.29	38	$125.16	0	0.00	38	$125.16
801339073032	01/07/23	$4.17	455	$1,897.84	0	0.00	455	$1,897.84
801340073121	01/07/23	$7.25	1,302	$9,436.17	0	0.00	1,302	$9,436.17
801341073121	01/07/23	$8.23	936	$7,703.20	0	0.00	936	$7,703.20
801342072754	01/07/23	$3.25	16	$52.00	0	0.00	16	$52.00
801343073119	01/07/23	$1.29	338	$437.37	0	0.00	338	$437.37
801344072144	01/07/23	$0.97	3	$2.91	0	0.00	3	$2.91
801346073105	01/07/23	$1.29	48	$61.86	0	0.00	48	$61.86
801347072989	01/07/23	$1.59	28	$44.56	0	0.00	28	$44.56
801348072197	01/07/23	$3.06	10	$30.60	0	0.00	10	$30.60
801349073067	01/07/23	$1.67	82	$137.09	0	0.00	82	$137.09
801350073017	01/07/23	$1.36	32	$43.65	0	0.00	32	$43.65
801351073120	01/07/23	$1.34	683	$916.05	0	0.00	683	$916.05
801353073029	01/07/23	$2.45	24	$58.87	0	0.00	24	$58.87
801354073076	01/07/23	$1.82	402	$730.00	0	0.00	402	$730.00
801355072258	01/07/23	$2.44	7	$17.09	0	0.00	7	$17.09
801356073072	01/07/23	$1.95	38	$74.23	0	0.00	38	$74.23
801357072909	01/07/23	$4.42	12	$53.08	0	0.00	12	$53.08
801358073064	01/07/23	$1.80	207	$373.33	0	0.00	207	$373.33
801359073052	01/07/23	$3.79	258	$978.50	0	0.00	258	$978.50
801361073051	01/07/23	$3.24	418	$1,355.76	0	0.00	418	$1,355.76
801362073049	01/07/23	$4.17	140	$583.65	0	0.00	140	$583.65
801363073048	01/07/23	$4.18	47	$196.60	0	0.00	47	$196.60
801364073052	01/07/23	$3.32	124	$412.04	0	0.00	124	$412.04
801365073043	01/07/23	$3.61	46	$166.08	0	0.00	46	$166.08
801366072542	01/07/23	$3.39	11	$37.28	0	0.00	11	$37.28
801367072994	01/07/23	$4.88	62	$302.45	0	0.00	62	$302.45
801368073046	01/07/23	$5.17	77	$398.45	0	0.00	77	$398.45
801369073113	01/07/23	$7.05	126	$888.60	0	0.00	126	$888.60
801370073113	01/07/23	$6.00	84	$504.09	0	0.00	84	$504.09
801372073120	01/07/23	$5.03	148	$743.79	0	0.00	148	$743.79
801373073110	01/07/23	$5.67	123	$697.93	0	0.00	123	$697.93
801374073119	01/07/23	$5.58	186	$1,037.37	0	0.00	186	$1,037.37
801375073117	01/07/23	$4.95	236	$1,168.35	0	0.00	236	$1,168.35
801376072232	01/07/23	$4.41	112	$494.07	0	0.00	112	$494.07
801377073031	01/07/23	$3.98	100	$397.53	0	0.00	100	$397.53
801379072947	01/07/23	$4.60	114	$524.85	0	0.00	114	$524.85

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SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801380072879	01/07/23	$2.12	18	$38.18	0	0.00	18	$38.18
801381073033	01/07/23	$2.21	150	$332.15	0	0.00	150	$332.15
801382073039	01/07/23	$19.36	174	$3,368.65	0	0.00	174	$3,368.65
801383072956	01/07/23	$1.82	29	$52.66	0	0.00	29	$52.66
801384073032	01/07/23	$3.02	112	$337.84	0	0.00	112	$337.84
801385073032	01/07/23	$4.13	139	$573.46	0	0.00	139	$573.46
801387073025	01/07/23	$1.92	55	$105.48	0	0.00	55	$105.48
801388071447	01/07/23	$0.95	5	$4.75	0	0.00	5	$4.75
801389073117	01/07/23	$1.12	88	$98.78	0	0.00	88	$98.78
801391073053	01/07/23	$0.72	20	$14.46	0	0.00	20	$14.46
801392073007	01/07/23	$1.34	23	$30.76	0	0.00	23	$30.76
801393073100	01/07/23	$1.55	39	$60.43	0	0.00	39	$60.43
801395073032	01/07/23	$1.26	8	$10.05	0	0.00	8	$10.05
801396073101	01/07/23	$1.17	184	$215.13	0	0.00	184	$215.13
801397073051	01/07/23	$2.93	352	$1,031.98	0	0.00	352	$1,031.98
801398072869	01/07/23	$1.73	95	$164.69	0	0.00	95	$164.69
801399072769	01/07/23	$3.35	3	$10.05	0	0.00	3	$10.05
801400073073	01/07/23	$4.20	156	$654.55	0	0.00	156	$654.55
801401073042	01/07/23	$1.83	33	$60.28	0	0.00	33	$60.28
801403073088	01/07/23	$2.18	38	$82.86	0	0.00	38	$82.86
801404072679	01/07/23	$1.27	35	$44.38	0	0.00	35	$44.38
801405072121	01/07/23	$1.39	47	$65.56	0	0.00	47	$65.56
801406072970	01/07/23	$6.00	343	$2,057.20	0	0.00	343	$2,057.20
801407073047	01/07/23	$7.87	27	$212.61	0	0.00	27	$212.61
801408073047	01/07/23	$4.05	32	$129.75	0	0.00	32	$129.75
801409072647	01/07/23	$2.02	42	$84.74	0	0.00	42	$84.74
801411072980	01/07/23	$5.19	12	$62.23	0	0.00	12	$62.23
801412072993	01/07/23	$1.56	8	$12.44	0	0.00	8	$12.44
801413073003	01/07/23	$4.25	28	$119.02	0	0.00	28	$119.02
801415071889	01/07/23	$1.18	5	$5.92	0	0.00	5	$5.92
463413081795	01/08/23	$5.15	10	$51.50	0	0.00	10	$51.50
463429081954	01/08/23	$2.12	13	$27.50	0	0.00	13	$27.50
463439081737	01/08/23	$5.75	4	$23.00	0	0.00	4	$23.00
463442081604	01/08/23	$10.50	4	$42.00	0	0.00	4	$42.00
463581081611	01/08/23	$5.00	3	$15.00	0	0.00	3	$15.00
801322083038	01/08/23	$3.80	17	$64.60	0	0.00	17	$64.60
801323083123	01/08/23	$7.18	808	$5,801.93	0	0.00	808	$5,801.93
801324082957	01/08/23	$4.49	248	$1,114.61	0	0.00	248	$1,114.61
801325083121	01/08/23	$7.02	774	$5,432.99	0	0.00	774	$5,432.99
801326083074	01/08/23	$4.76	50	$237.83	0	0.00	50	$237.83
801327083120	01/08/23	$6.00	134	$804.32	0	0.00	134	$804.32
801328083121	01/08/23	$5.70	1,096	$6,251.17	0	0.00	1,096	$6,251.17
801330083121	01/08/23	$4.17	518	$2,162.29	0	0.00	518	$2,162.29
801331083095	01/08/23	$2.36	210	$495.85	0	0.00	210	$495.85
801332083093	01/08/23	$3.92	76	$298.09	0	0.00	76	$298.09
801333083033	01/08/23	$4.14	93	$384.60	0	0.00	93	$384.60
801335082918	01/08/23	$3.68	41	$150.75	0	0.00	41	$150.75
801336083121	01/08/23	$6.44	441	$2,838.64	0	0.00	441	$2,838.64
801338082999	01/08/23	$3.11	37	$115.18	0	0.00	37	$115.18
801339083033	01/08/23	$4.04	534	$2,158.56	0	0.00	534	$2,158.56
801340083122	01/08/23	$7.40	1,417	$10,479.81	0	0.00	1,417	$10,479.81
801341083122	01/08/23	$8.07	959	$7,739.50	0	0.00	959	$7,739.50
801342082755	01/08/23	$4.05	18	$72.91	0	0.00	18	$72.91
801343083120	01/08/23	$1.51	148	$222.95	0	0.00	148	$222.95
801344082145	01/08/23	$0.79	3	$2.37	0	0.00	3	$2.37
801346083106	01/08/23	$1.90	18	$34.27	0	0.00	18	$34.27
801347082990	01/08/23	$1.75	8	$13.97	0	0.00	8	$13.97

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SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801348082198	01/08/23	$2.35	1	$2.35	0	0.00	1	$2.35
801349083068	01/08/23	$2.66	7	$18.65	0	0.00	7	$18.65
801350083018	01/08/23	$1.27	21	$26.73	0	0.00	21	$26.73
801351083121	01/08/23	$1.50	938	$1,411.44	0	0.00	938	$1,411.44
801353083030	01/08/23	$2.37	53	$125.42	0	0.00	53	$125.42
801354083077	01/08/23	$2.16	595	$1,283.08	0	0.00	595	$1,283.08
801355082259	01/08/23	$4.86	3	$14.59	0	0.00	3	$14.59
801356083073	01/08/23	$1.48	26	$38.56	0	0.00	26	$38.56
801357082910	01/08/23	$2.00	31	$61.94	0	0.00	31	$61.94
801358083065	01/08/23	$2.16	242	$522.18	0	0.00	242	$522.18
801359083053	01/08/23	$3.61	303	$1,092.46	0	0.00	303	$1,092.46
801361083052	01/08/23	$3.37	468	$1,575.87	0	0.00	468	$1,575.87
801362083050	01/08/23	$4.27	176	$751.56	0	0.00	176	$751.56
801363083049	01/08/23	$4.28	44	$188.40	0	0.00	44	$188.40
801364083053	01/08/23	$3.49	135	$470.81	0	0.00	135	$470.81
801365083044	01/08/23	$3.49	46	$160.63	0	0.00	46	$160.63
801366082543	01/08/23	$5.35	2	$10.70	0	0.00	2	$10.70
801367082995	01/08/23	$5.30	52	$275.37	0	0.00	52	$275.37
801368083047	01/08/23	$4.72	103	$486.55	0	0.00	103	$486.55
801369083114	01/08/23	$6.65	136	$904.92	0	0.00	136	$904.92
801370083114	01/08/23	$6.24	96	$598.98	0	0.00	96	$598.98
801372083121	01/08/23	$5.91	188	$1,111.29	0	0.00	188	$1,111.29
801373083111	01/08/23	$5.22	176	$919.39	0	0.00	176	$919.39
801374083120	01/08/23	$5.55	175	$970.73	0	0.00	175	$970.73
801375083118	01/08/23	$5.82	327	$1,901.61	0	0.00	327	$1,901.61
801376082233	01/08/23	$4.36	128	$558.16	0	0.00	128	$558.16
801377083032	01/08/23	$4.02	194	$779.43	0	0.00	194	$779.43
801379082948	01/08/23	$4.65	122	$567.34	0	0.00	122	$567.34
801380082880	01/08/23	$1.83	38	$69.51	0	0.00	38	$69.51
801381083034	01/08/23	$2.18	135	$294.87	0	0.00	135	$294.87
801382083040	01/08/23	$19.92	236	$4,702.10	0	0.00	236	$4,702.10
801383082957	01/08/23	$1.78	25	$44.46	0	0.00	25	$44.46
801384083033	01/08/23	$2.72	159	$432.71	0	0.00	159	$432.71
801385083033	01/08/23	$4.23	156	$659.72	0	0.00	156	$659.72
801387083026	01/08/23	$1.62	51	$82.39	0	0.00	51	$82.39
801388081448	01/08/23	$1.44	4	$5.75	0	0.00	4	$5.75
801389083118	01/08/23	$1.44	65	$93.52	0	0.00	65	$93.52
801391083054	01/08/23	$0.89	25	$22.21	0	0.00	25	$22.21
801392083008	01/08/23	$1.64	15	$24.65	0	0.00	15	$24.65
801393083101	01/08/23	$1.79	23	$41.21	0	0.00	23	$41.21
801395083033	01/08/23	$1.42	7	$9.95	0	0.00	7	$9.95
801396083102	01/08/23	$2.09	206	$429.63	0	0.00	206	$429.63
801397083052	01/08/23	$3.56	393	$1,398.16	0	0.00	393	$1,398.16
801398082870	01/08/23	$2.56	100	$256.13	0	0.00	100	$256.13
801399082770	01/08/23	$1.72	4	$6.89	0	0.00	4	$6.89
801400083074	01/08/23	$3.25	214	$696.30	0	0.00	214	$696.30
801401083043	01/08/23	$1.48	2	$2.95	0	0.00	2	$2.95
801403083089	01/08/23	$1.54	24	$36.86	0	0.00	24	$36.86
801404082680	01/08/23	$2.06	37	$76.14	0	0.00	37	$76.14
801405082122	01/08/23	$2.44	34	$82.93	0	0.00	34	$82.93
801406082971	01/08/23	$20.16	217	$4,374.50	0	0.00	217	$4,374.50
801407083048	01/08/23	$4.83	35	$168.94	0	0.00	35	$168.94
801408083048	01/08/23	$3.24	54	$174.70	0	0.00	54	$174.70
801409082648	01/08/23	$2.18	23	$50.19	0	0.00	23	$50.19
801411082981	01/08/23	$6.07	27	$163.95	0	0.00	27	$163.95
801412082994	01/08/23	$1.83	8	$14.64	0	0.00	8	$14.64
801413083004	01/08/23	$4.36	24	$104.58	0	0.00	24	$104.58

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Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801415081890	01/08/23	$1.15	3	$3.44	0	0.00	3	$3.44
463413091796	01/09/23	$8.06	24	$193.50	0	0.00	24	$193.50
463425090883	01/09/23	$4.25	2	$8.50	0	0.00	2	$8.50
463429091955	01/09/23	$2.23	13	$29.00	0	0.00	13	$29.00
463439091738	01/09/23	$4.40	5	$22.00	0	0.00	5	$22.00
463442091605	01/09/23	$9.00	2	$18.00	0	0.00	2	$18.00
463448091582	01/09/23	$2.50	3	$7.50	0	0.00	3	$7.50
463566091841	01/09/23	$6.25	2	$12.50	0	0.00	2	$12.50
463581091612	01/09/23	$7.67	6	$46.00	0	0.00	6	$46.00
801322093039	01/09/23	$5.63	13	$73.15	0	0.00	13	$73.15
801323093124	01/09/23	$7.14	712	$5,086.33	0	0.00	712	$5,086.33
801324092958	01/09/23	$3.98	251	$999.82	0	0.00	251	$999.82
801325093122	01/09/23	$6.37	721	$4,591.15	0	0.00	721	$4,591.15
801326093075	01/09/23	$6.21	31	$192.36	0	0.00	31	$192.36
801327093121	01/09/23	$4.67	152	$710.02	0	0.00	152	$710.02
801328093122	01/09/23	$5.63	926	$5,213.84	0	0.00	926	$5,213.84
801330093122	01/09/23	$4.52	423	$1,911.65	0	0.00	423	$1,911.65
801331093096	01/09/23	$2.40	243	$582.71	0	0.00	243	$582.71
801332093094	01/09/23	$3.91	95	$371.74	0	0.00	95	$371.74
801333093034	01/09/23	$3.88	81	$313.92	0	0.00	81	$313.92
801335092919	01/09/23	$3.20	40	$128.10	0	0.00	40	$128.10
801336093122	01/09/23	$6.03	385	$2,319.99	0	0.00	385	$2,319.99
801338093000	01/09/23	$3.44	34	$117.00	0	0.00	34	$117.00
801339093034	01/09/23	$3.75	421	$1,577.17	0	0.00	421	$1,577.17
801340093123	01/09/23	$7.12	1,423	$10,130.27	0	0.00	1,423	$10,130.27
801341093123	01/09/23	$7.84	945	$7,406.60	0	0.00	945	$7,406.60
801342092756	01/09/23	$2.89	27	$78.08	0	0.00	27	$78.08
801343093121	01/09/23	$1.50	175	$262.79	0	0.00	175	$262.79
801344092146	01/09/23	$2.35	3	$7.05	0	0.00	3	$7.05
801346093107	01/09/23	$1.49	22	$32.86	0	0.00	22	$32.86
801347092991	01/09/23	$7.58	1	$7.58	0	0.00	1	$7.58
801348092199	01/09/23	$1.67	5	$8.36	0	0.00	5	$8.36
801349093069	01/09/23	$1.73	2	$3.45	0	0.00	2	$3.45
801350093019	01/09/23	$1.80	12	$21.60	0	0.00	12	$21.60
801351093122	01/09/23	$1.63	792	$1,288.96	0	0.00	792	$1,288.96
801353093031	01/09/23	$2.74	30	$82.12	0	0.00	30	$82.12
801354093078	01/09/23	$2.28	571	$1,301.06	0	0.00	571	$1,301.06
801355092260	01/09/23	$2.07	10	$20.65	0	0.00	10	$20.65
801356093074	01/09/23	$1.41	20	$28.25	0	0.00	20	$28.25
801357092911	01/09/23	$2.34	21	$49.21	0	0.00	21	$49.21
801358093066	01/09/23	$2.49	265	$660.62	0	0.00	265	$660.62
801359093054	01/09/23	$3.61	281	$1,014.92	0	0.00	281	$1,014.92
801361093053	01/09/23	$3.27	444	$1,451.84	0	0.00	444	$1,451.84
801362093051	01/09/23	$4.49	126	$565.25	0	0.00	126	$565.25
801363093050	01/09/23	$3.38	45	$152.09	0	0.00	45	$152.09
801364093054	01/09/23	$3.92	112	$438.73	0	0.00	112	$438.73
801365093045	01/09/23	$4.41	59	$260.25	0	0.00	59	$260.25
801366092544	01/09/23	$5.78	7	$40.45	0	0.00	7	$40.45
801367092996	01/09/23	$4.47	57	$254.60	0	0.00	57	$254.60
801368093048	01/09/23	$5.44	105	$571.55	0	0.00	105	$571.55
801369093115	01/09/23	$7.08	116	$821.43	0	0.00	116	$821.43
801370093115	01/09/23	$6.27	83	$520.24	0	0.00	83	$520.24
801372093122	01/09/23	$4.92	140	$688.18	0	0.00	140	$688.18
801373093112	01/09/23	$5.44	171	$930.38	0	0.00	171	$930.38
801374093121	01/09/23	$5.27	142	$748.88	0	0.00	142	$748.88
801375093119	01/09/23	$5.44	260	$1,414.37	0	0.00	260	$1,414.37
801376092234	01/09/23	$4.47	74	$330.85	0	0.00	74	$330.85

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Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801377093033	01/09/23	$3.84	142	$545.87	0	0.00	142	$545.87
801379092949	01/09/23	$4.47	97	$433.50	0	0.00	97	$433.50
801380092881	01/09/23	$2.20	34	$74.75	0	0.00	34	$74.75
801381093035	01/09/23	$2.33	139	$324.11	0	0.00	139	$324.11
801382093041	01/09/23	$19.53	211	$4,121.55	0	0.00	211	$4,121.55
801383092958	01/09/23	$2.17	29	$62.94	0	0.00	29	$62.94
801384093034	01/09/23	$3.27	123	$402.63	0	0.00	123	$402.63
801385093034	01/09/23	$4.38	118	$516.67	0	0.00	118	$516.67
801387093027	01/09/23	$1.95	44	$85.84	0	0.00	44	$85.84
801388091449	01/09/23	$1.41	7	$9.88	0	0.00	7	$9.88
801389093119	01/09/23	$2.36	61	$143.87	0	0.00	61	$143.87
801391093055	01/09/23	$1.46	15	$21.92	0	0.00	15	$21.92
801392093009	01/09/23	$2.02	21	$42.46	0	0.00	21	$42.46
801393093102	01/09/23	$1.03	30	$30.80	0	0.00	30	$30.80
801395093034	01/09/23	$1.23	2	$2.45	0	0.00	2	$2.45
801396093103	01/09/23	$2.47	205	$505.98	0	0.00	205	$505.98
801397093053	01/09/23	$4.10	300	$1,230.87	0	0.00	300	$1,230.87
801398092871	01/09/23	$2.74	105	$287.32	0	0.00	105	$287.32
801399092771	01/09/23	$2.53	3	$7.58	0	0.00	3	$7.58
801400093075	01/09/23	$3.40	169	$573.98	0	0.00	169	$573.98
801401093044	01/09/23	$1.67	21	$35.12	0	0.00	21	$35.12
801403093090	01/09/23	$1.33	20	$26.65	0	0.00	20	$26.65
801404092681	01/09/23	$2.45	36	$88.24	0	0.00	36	$88.24
801405092123	01/09/23	$2.47	68	$168.22	0	0.00	68	$168.22
801406092972	01/09/23	$20.19	194	$3,916.85	0	0.00	194	$3,916.85
801407093049	01/09/23	$3.83	38	$145.62	0	0.00	38	$145.62
801408093049	01/09/23	$3.99	43	$171.56	0	0.00	43	$171.56
801409092649	01/09/23	$1.99	25	$49.84	0	0.00	25	$49.84
801411092982	01/09/23	$3.13	37	$115.73	0	0.00	37	$115.73
801412092995	01/09/23	$2.24	10	$22.42	0	0.00	10	$22.42
801413093005	01/09/23	$3.33	24	$80.00	0	0.00	24	$80.00
801415091891	01/09/23	$1.43	14	$20.05	0	0.00	14	$20.05
463413101797	01/10/23	$3.13	4	$12.50	0	0.00	4	$12.50
463418101131	01/10/23	$4.50	1	$4.50	0	0.00	1	$4.50
463429101956	01/10/23	$5.36	18	$96.50	0	0.00	18	$96.50
463439101739	01/10/23	$6.17	3	$18.50	0	0.00	3	$18.50
463442101606	01/10/23	$2.75	2	$5.50	0	0.00	2	$5.50
463448101583	01/10/23	$3.57	7	$25.00	0	0.00	7	$25.00
463566101842	01/10/23	$6.16	19	$117.00	0	0.00	19	$117.00
463581101613	01/10/23	$3.00	2	$6.00	0	0.00	2	$6.00
801322103040	01/10/23	$3.58	22	$78.80	0	0.00	22	$78.80
801323103125	01/10/23	$6.63	509	$3,374.02	0	0.00	509	$3,374.02
801324102959	01/10/23	$4.03	154	$619.90	0	0.00	154	$619.90
801325103123	01/10/23	$5.65	483	$2,728.32	0	0.00	483	$2,728.32
801326103076	01/10/23	$3.54	24	$84.84	0	0.00	24	$84.84
801327103122	01/10/23	$5.90	99	$584.50	0	0.00	99	$584.50
801328103123	01/10/23	$4.70	725	$3,406.45	0	0.00	725	$3,406.45
801330103123	01/10/23	$4.22	399	$1,684.71	0	0.00	399	$1,684.71
801331103097	01/10/23	$1.70	179	$303.80	0	0.00	179	$303.80
801332103095	01/10/23	$4.47	42	$187.66	0	0.00	42	$187.66
801333103035	01/10/23	$3.77	52	$196.03	0	0.00	52	$196.03
801334102476	01/10/23	$4.35	1	$4.35	0	0.00	1	$4.35
801335102920	01/10/23	$3.33	8	$26.60	0	0.00	8	$26.60
801336103123	01/10/23	$6.56	294	$1,929.22	0	0.00	294	$1,929.22
801338103001	01/10/23	$3.51	20	$70.29	0	0.00	20	$70.29
801339103035	01/10/23	$3.85	256	$986.07	0	0.00	256	$986.07
801340103124	01/10/23	$7.03	908	$6,382.57	0	0.00	908	$6,382.57

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SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801341103124	01/10/23	$7.60	760	$5,773.70	0	0.00	760	$5,773.70
801342102757	01/10/23	$3.45	9	$31.08	0	0.00	9	$31.08
801343103122	01/10/23	$1.27	364	$463.23	0	0.00	364	$463.23
801344102147	01/10/23	$2.10	4	$8.41	0	0.00	4	$8.41
801346103108	01/10/23	$1.37	43	$58.72	0	0.00	43	$58.72
801347102992	01/10/23	$2.13	35	$74.56	0	0.00	35	$74.56
801349103070	01/10/23	$1.74	98	$170.25	0	0.00	98	$170.25
801350103020	01/10/23	$1.88	58	$108.84	0	0.00	58	$108.84
801351103123	01/10/23	$1.49	470	$701.86	0	0.00	470	$701.86
801353103032	01/10/23	$3.13	36	$112.61	0	0.00	36	$112.61
801354103079	01/10/23	$1.81	194	$351.17	0	0.00	194	$351.17
801355102261	01/10/23	$1.15	5	$5.76	0	0.00	5	$5.76
801356103075	01/10/23	$1.38	47	$64.73	0	0.00	47	$64.73
801357102912	01/10/23	$3.01	8	$24.04	0	0.00	8	$24.04
801358103067	01/10/23	$2.06	98	$202.32	0	0.00	98	$202.32
801359103055	01/10/23	$3.67	173	$635.60	0	0.00	173	$635.60
801361103054	01/10/23	$2.96	298	$881.70	0	0.00	298	$881.70
801362103052	01/10/23	$3.55	74	$263.02	0	0.00	74	$263.02
801363103051	01/10/23	$3.48	23	$80.05	0	0.00	23	$80.05
801364103055	01/10/23	$3.69	103	$379.88	0	0.00	103	$379.88
801365103046	01/10/23	$4.62	27	$124.68	0	0.00	27	$124.68
801366102545	01/10/23	$6.35	1	$6.35	0	0.00	1	$6.35
801367102997	01/10/23	$5.26	39	$204.95	0	0.00	39	$204.95
801368103049	01/10/23	$5.84	81	$473.05	0	0.00	81	$473.05
801369103116	01/10/23	$6.24	58	$361.77	0	0.00	58	$361.77
801370103116	01/10/23	$5.82	63	$366.52	0	0.00	63	$366.52
801372103123	01/10/23	$4.08	94	$383.86	0	0.00	94	$383.86
801373103113	01/10/23	$5.21	130	$677.60	0	0.00	130	$677.60
801374103122	01/10/23	$5.67	113	$640.60	0	0.00	113	$640.60
801375103120	01/10/23	$5.38	204	$1,096.81	0	0.00	204	$1,096.81
801376102235	01/10/23	$4.03	69	$277.76	0	0.00	69	$277.76
801377103034	01/10/23	$4.06	54	$219.45	0	0.00	54	$219.45
801379102950	01/10/23	$4.68	50	$233.80	0	0.00	50	$233.80
801380102882	01/10/23	$2.01	14	$28.07	0	0.00	14	$28.07
801381103036	01/10/23	$2.15	104	$223.77	0	0.00	104	$223.77
801382103042	01/10/23	$19.08	124	$2,365.40	0	0.00	124	$2,365.40
801383102959	01/10/23	$1.94	28	$54.35	0	0.00	28	$54.35
801384103035	01/10/23	$3.63	72	$261.23	0	0.00	72	$261.23
801385103035	01/10/23	$4.09	94	$384.83	0	0.00	94	$384.83
801387103028	01/10/23	$2.06	43	$88.61	0	0.00	43	$88.61
801388101450	01/10/23	$1.87	2	$3.74	0	0.00	2	$3.74
801389103120	01/10/23	$1.57	90	$141.00	0	0.00	90	$141.00
801391103056	01/10/23	$1.06	7	$7.41	0	0.00	7	$7.41
801392103010	01/10/23	$1.66	12	$19.88	0	0.00	12	$19.88
801393103103	01/10/23	$1.45	22	$31.98	0	0.00	22	$31.98
801395103035	01/10/23	$1.48	6	$8.85	0	0.00	6	$8.85
801396103104	01/10/23	$2.40	68	$162.87	0	0.00	68	$162.87
801397103054	01/10/23	$3.43	253	$868.00	0	0.00	253	$868.00
801398102872	01/10/23	$2.41	49	$118.18	0	0.00	49	$118.18
801399102772	01/10/23	$1.43	3	$4.30	0	0.00	3	$4.30
801400103076	01/10/23	$3.67	164	$601.73	0	0.00	164	$601.73
801401103045	01/10/23	$1.83	37	$67.86	0	0.00	37	$67.86
801403103091	01/10/23	$1.66	37	$61.35	0	0.00	37	$61.35
801404102682	01/10/23	$2.31	15	$34.66	0	0.00	15	$34.66
801405102124	01/10/23	$2.93	24	$70.37	0	0.00	24	$70.37
801406102973	01/10/23	$4.67	323	$1,509.85	0	0.00	323	$1,509.85
801407103050	01/10/23	$5.51	28	$154.15	0	0.00	28	$154.15

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YOUR CARD PROCESSING STATEMENT

Merchant Number	275173125889
Customer Service	Website - Phone - 1-800-432-7628

Statement Period 01/01/23 - 01/31/23

SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801408103050	01/10/23	$3.11	21	$65.25	0	0.00	21	$65.25
801409102650	01/10/23	$2.48	32	$79.23	0	0.00	32	$79.23
801411102983	01/10/23	$4.16	15	$62.38	0	0.00	15	$62.38
801412102996	01/10/23	$1.00	10	$10.00	0	0.00	10	$10.00
801413103006	01/10/23	$3.18	21	$66.83	0	0.00	21	$66.83
801415101892	01/10/23	$0.35	1	$0.35	0	0.00	1	$0.35
463406111207	01/11/23	$6.25	2	$12.50	0	0.00	2	$12.50
463413111798	01/11/23	$3.00	6	$18.00	0	0.00	6	$18.00
463418111132	01/11/23	$1.00	1	$1.00	0	0.00	1	$1.00
463429111957	01/11/23	$4.35	23	$100.00	0	0.00	23	$100.00
463439111740	01/11/23	$7.00	1	$7.00	0	0.00	1	$7.00
463448111584	01/11/23	$3.43	20	$68.50	0	0.00	20	$68.50
463566111843	01/11/23	$6.89	22	$151.50	0	0.00	22	$151.50
463581111614	01/11/23	$2.50	3	$7.50	0	0.00	3	$7.50
801322113041	01/11/23	$3.87	21	$81.26	0	0.00	21	$81.26
801323113126	01/11/23	$6.85	450	$3,080.75	0	0.00	450	$3,080.75
801324112960	01/11/23	$4.09	156	$638.70	0	0.00	156	$638.70
801325113124	01/11/23	$5.46	496	$2,706.07	0	0.00	496	$2,706.07
801326113077	01/11/23	$4.46	24	$107.09	0	0.00	24	$107.09
801327113123	01/11/23	$4.49	102	$457.85	0	0.00	102	$457.85
801328113124	01/11/23	$4.96	790	$3,918.32	0	0.00	790	$3,918.32
801330113124	01/11/23	$4.49	372	$1,668.54	0	0.00	372	$1,668.54
801331113098	01/11/23	$1.64	168	$274.93	0	0.00	168	$274.93
801332113096	01/11/23	$5.88	42	$247.06	0	0.00	42	$247.06
801333113036	01/11/23	$4.51	44	$198.46	0	0.00	44	$198.46
801335112921	01/11/23	$2.55	30	$76.48	0	0.00	30	$76.48
801336113124	01/11/23	$6.25	261	$1,630.22	0	0.00	261	$1,630.22
801338113002	01/11/23	$3.41	40	$136.25	0	0.00	40	$136.25
801339113036	01/11/23	$3.90	246	$959.21	0	0.00	246	$959.21
801340113125	01/11/23	$6.85	858	$5,874.09	0	0.00	858	$5,874.09
801341113125	01/11/23	$7.56	789	$5,963.55	0	0.00	789	$5,963.55
801342112758	01/11/23	$2.71	11	$29.85	0	0.00	11	$29.85
801343113123	01/11/23	$1.25	352	$438.55	0	0.00	352	$438.55
801344112148	01/11/23	$1.04	6	$6.26	0	0.00	6	$6.26
801346113109	01/11/23	$1.09	41	$44.75	0	0.00	41	$44.75
801347112993	01/11/23	$2.24	38	$85.01	0	0.00	38	$85.01
801349113071	01/11/23	$1.81	93	$168.14	0	0.00	93	$168.14
801350113021	01/11/23	$1.70	57	$97.08	0	0.00	57	$97.08
801351113124	01/11/23	$1.42	495	$705.15	0	0.00	495	$705.15
801353113033	01/11/23	$3.53	37	$130.52	0	0.00	37	$130.52
801354113080	01/11/23	$2.00	217	$434.65	0	0.00	217	$434.65
801355112262	01/11/23	$2.35	1	$2.35	0	0.00	1	$2.35
801356113076	01/11/23	$1.65	41	$67.81	0	0.00	41	$67.81
801357112913	01/11/23	$3.20	18	$57.61	0	0.00	18	$57.61
801358113068	01/11/23	$2.41	98	$236.35	0	0.00	98	$236.35
801359113056	01/11/23	$3.47	176	$611.15	0	0.00	176	$611.15
801361113055	01/11/23	$2.98	337	$1,005.02	0	0.00	337	$1,005.02
801362113053	01/11/23	$4.22	101	$426.04	0	0.00	101	$426.04
801363113052	01/11/23	$3.76	33	$124.19	0	0.00	33	$124.19
801364113056	01/11/23	$2.92	120	$350.22	0	0.00	120	$350.22
801365113047	01/11/23	$4.63	23	$106.57	0	0.00	23	$106.57
801366112546	01/11/23	$4.73	4	$18.90	0	0.00	4	$18.90
801367112998	01/11/23	$4.52	36	$162.75	0	0.00	36	$162.75
801368113050	01/11/23	$5.08	70	$355.30	0	0.00	70	$355.30
801369113117	01/11/23	$6.44	72	$463.66	0	0.00	72	$463.66
801370113117	01/11/23	$5.58	44	$245.68	0	0.00	44	$245.68
801372113124	01/11/23	$4.32	99	$427.74	0	0.00	99	$427.74

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SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801373113114	01/11/23	$5.48	93	$509.25	0	0.00	93	$509.25
801374113123	01/11/23	$6.07	138	$837.37	0	0.00	138	$837.37
801375113121	01/11/23	$5.08	214	$1,087.73	0	0.00	214	$1,087.73
801376112236	01/11/23	$3.95	120	$474.59	0	0.00	120	$474.59
801377113035	01/11/23	$4.46	82	$365.88	0	0.00	82	$365.88
801379112951	01/11/23	$3.66	50	$183.20	0	0.00	50	$183.20
801380112883	01/11/23	$1.43	18	$25.77	0	0.00	18	$25.77
801381113037	01/11/23	$2.15	129	$276.98	0	0.00	129	$276.98
801382113043	01/11/23	$19.32	125	$2,414.50	0	0.00	125	$2,414.50
801383112960	01/11/23	$2.42	21	$50.75	0	0.00	21	$50.75
801384113036	01/11/23	$2.89	98	$283.53	0	0.00	98	$283.53
801385113036	01/11/23	$4.15	108	$448.69	0	0.00	108	$448.69
801387113029	01/11/23	$1.88	37	$69.64	0	0.00	37	$69.64
801389113121	01/11/23	$1.33	81	$107.48	0	0.00	81	$107.48
801391113057	01/11/23	$1.16	9	$10.45	0	0.00	9	$10.45
801392113011	01/11/23	$1.37	22	$30.14	0	0.00	22	$30.14
801393113104	01/11/23	$1.46	19	$27.81	0	0.00	19	$27.81
801395113036	01/11/23	$1.35	3	$4.05	0	0.00	3	$4.05
801396113105	01/11/23	$2.36	54	$127.27	0	0.00	54	$127.27
801397113055	01/11/23	$2.77	289	$799.35	0	0.00	289	$799.35
801398112873	01/11/23	$2.30	31	$71.42	0	0.00	31	$71.42
801399112773	01/11/23	$0.87	2	$1.73	0	0.00	2	$1.73
801400113077	01/11/23	$3.70	143	$529.78	0	0.00	143	$529.78
801401113046	01/11/23	$1.61	51	$82.17	0	0.00	51	$82.17
801403113092	01/11/23	$1.95	34	$66.45	0	0.00	34	$66.45
801404112683	01/11/23	$1.33	5	$6.64	0	0.00	5	$6.64
801405112125	01/11/23	$1.92	12	$23.00	0	0.00	12	$23.00
801406112974	01/11/23	$4.42	335	$1,480.75	0	0.00	335	$1,480.75
801407113051	01/11/23	$6.19	28	$173.25	0	0.00	28	$173.25
801408113051	01/11/23	$4.43	20	$88.65	0	0.00	20	$88.65
801409112651	01/11/23	$2.79	32	$89.12	0	0.00	32	$89.12
801411112984	01/11/23	$3.33	9	$29.97	0	0.00	9	$29.97
801412112997	01/11/23	$0.52	4	$2.06	0	0.00	4	$2.06
801413113007	01/11/23	$3.57	16	$57.19	0	0.00	16	$57.19
801415111893	01/11/23	$1.12	3	$3.36	0	0.00	3	$3.36
463406121208	01/12/23	$2.00	1	$2.00	0	0.00	1	$2.00
463413121799	01/12/23	$4.20	10	$42.00	0	0.00	10	$42.00
463418121133	01/12/23	$3.25	2	$6.50	0	0.00	2	$6.50
463425120884	01/12/23	$2.00	1	$2.00	0	0.00	1	$2.00
463429121958	01/12/23	$5.08	20	$101.50	0	0.00	20	$101.50
463439121741	01/12/23	$6.75	2	$13.50	0	0.00	2	$13.50
463442121607	01/12/23	$2.00	1	$2.00	0	0.00	1	$2.00
463448121585	01/12/23	$3.46	13	$45.00	0	0.00	13	$45.00
463566121844	01/12/23	$7.30	22	$160.50	0	0.00	22	$160.50
463581121615	01/12/23	$6.58	6	$39.50	0	0.00	6	$39.50
801322123042	01/12/23	$2.71	20	$54.14	0	0.00	20	$54.14
801323123127	01/12/23	$6.35	509	$3,230.20	0	0.00	509	$3,230.20
801324122961	01/12/23	$5.23	135	$706.70	0	0.00	135	$706.70
801325123125	01/12/23	$5.61	483	$2,708.86	0	0.00	483	$2,708.86
801326123078	01/12/23	$3.10	38	$117.82	0	0.00	38	$117.82
801327123124	01/12/23	$4.74	121	$573.01	0	0.00	121	$573.01
801328123125	01/12/23	$4.66	757	$3,528.42	0	0.00	757	$3,528.42
801330123125	01/12/23	$4.73	394	$1,864.06	0	0.00	394	$1,864.06
801331123099	01/12/23	$1.77	148	$261.97	0	0.00	148	$261.97
801332123097	01/12/23	$4.90	59	$288.82	0	0.00	59	$288.82
801333123037	01/12/23	$3.92	57	$223.19	0	0.00	57	$223.19
801335122922	01/12/23	$2.16	21	$45.35	0	0.00	21	$45.35

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SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801336123125	01/12/23	$5.89	285	$1,679.80	0	0.00	285	$1,679.80
801338123003	01/12/23	$3.59	24	$86.05	0	0.00	24	$86.05
801339123037	01/12/23	$4.09	241	$985.64	0	0.00	241	$985.64
801340123126	01/12/23	$6.66	838	$5,578.78	0	0.00	838	$5,578.78
801341123126	01/12/23	$7.75	660	$5,115.75	0	0.00	660	$5,115.75
801342122759	01/12/23	$1.43	6	$8.60	0	0.00	6	$8.60
801343123124	01/12/23	$1.32	326	$430.74	0	0.00	326	$430.74
801344122149	01/12/23	$1.50	3	$4.50	0	0.00	3	$4.50
801346123110	01/12/23	$1.13	41	$46.23	0	0.00	41	$46.23
801347122994	01/12/23	$2.12	39	$82.87	0	0.00	39	$82.87
801348122201	01/12/23	$3.09	7	$21.66	0	0.00	7	$21.66
801349123072	01/12/23	$1.76	106	$187.04	0	0.00	106	$187.04
801350123022	01/12/23	$1.78	59	$104.91	0	0.00	59	$104.91
801351123125	01/12/23	$1.48	482	$712.70	0	0.00	482	$712.70
801353123034	01/12/23	$3.46	28	$96.86	0	0.00	28	$96.86
801354123081	01/12/23	$1.96	201	$394.19	0	0.00	201	$394.19
801356123077	01/12/23	$1.14	35	$39.78	0	0.00	35	$39.78
801357122914	01/12/23	$2.80	17	$47.58	0	0.00	17	$47.58
801358123069	01/12/23	$1.90	87	$165.44	0	0.00	87	$165.44
801359123057	01/12/23	$3.31	207	$686.07	0	0.00	207	$686.07
801361123056	01/12/23	$3.01	375	$1,127.44	0	0.00	375	$1,127.44
801362123054	01/12/23	$4.58	106	$485.71	0	0.00	106	$485.71
801363123053	01/12/23	$4.04	42	$169.60	0	0.00	42	$169.60
801364123057	01/12/23	$3.46	124	$429.61	0	0.00	124	$429.61
801365123048	01/12/23	$3.50	32	$112.09	0	0.00	32	$112.09
801366122547	01/12/23	$3.35	2	$6.70	0	0.00	2	$6.70
801367122999	01/12/23	$4.37	31	$135.35	0	0.00	31	$135.35
801368123051	01/12/23	$5.44	92	$500.30	0	0.00	92	$500.30
801369123118	01/12/23	$7.42	71	$526.91	0	0.00	71	$526.91
801370123118	01/12/23	$5.86	43	$251.96	0	0.00	43	$251.96
801372123125	01/12/23	$4.58	94	$430.58	0	0.00	94	$430.58
801373123115	01/12/23	$5.47	91	$497.67	0	0.00	91	$497.67
801374123124	01/12/23	$5.41	131	$708.21	0	0.00	131	$708.21
801375123122	01/12/23	$4.78	222	$1,060.91	0	0.00	222	$1,060.91
801376122237	01/12/23	$4.30	85	$365.71	0	0.00	85	$365.71
801377123036	01/12/23	$3.81	57	$217.09	0	0.00	57	$217.09
801379122952	01/12/23	$7.17	62	$444.25	0	0.00	62	$444.25
801380122884	01/12/23	$1.51	13	$19.62	0	0.00	13	$19.62
801381123038	01/12/23	$2.33	109	$253.75	0	0.00	109	$253.75
801382123044	01/12/23	$19.54	106	$2,071.00	0	0.00	106	$2,071.00
801383122961	01/12/23	$1.91	14	$26.75	0	0.00	14	$26.75
801384123037	01/12/23	$2.79	93	$259.62	0	0.00	93	$259.62
801385123037	01/12/23	$3.84	122	$468.66	0	0.00	122	$468.66
801387123030	01/12/23	$2.21	49	$108.48	0	0.00	49	$108.48
801388121452	01/12/23	$1.23	2	$2.45	0	0.00	2	$2.45
801389123122	01/12/23	$1.34	89	$118.92	0	0.00	89	$118.92
801391123058	01/12/23	$1.06	12	$12.70	0	0.00	12	$12.70
801392123012	01/12/23	$1.94	23	$44.51	0	0.00	23	$44.51
801393123105	01/12/23	$1.16	20	$23.29	0	0.00	20	$23.29
801395123037	01/12/23	$2.93	6	$17.58	0	0.00	6	$17.58
801396123106	01/12/23	$2.36	62	$146.23	0	0.00	62	$146.23
801397123056	01/12/23	$3.30	275	$907.20	0	0.00	275	$907.20
801398122874	01/12/23	$2.38	27	$64.37	0	0.00	27	$64.37
801399122774	01/12/23	$1.35	1	$1.35	0	0.00	1	$1.35
801400123078	01/12/23	$3.71	145	$537.69	0	0.00	145	$537.69
801401123047	01/12/23	$1.36	32	$43.56	0	0.00	32	$43.56
801403123093	01/12/23	$1.97	35	$68.87	0	0.00	35	$68.87

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SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801404122684	01/12/23	$3.13	7	$21.88	0	0.00	7	$21.88
801405122126	01/12/23	$2.25	14	$31.54	0	0.00	14	$31.54
801406122975	01/12/23	$4.39	283	$1,242.60	0	0.00	283	$1,242.60
801407123052	01/12/23	$6.17	28	$172.88	0	0.00	28	$172.88
801408123052	01/12/23	$3.69	46	$169.88	0	0.00	46	$169.88
801409122652	01/12/23	$2.41	31	$74.69	0	0.00	31	$74.69
801411122985	01/12/23	$4.84	6	$29.01	0	0.00	6	$29.01
801412122998	01/12/23	$1.49	5	$7.43	0	0.00	5	$7.43
801413123008	01/12/23	$2.66	22	$58.41	0	0.00	22	$58.41
801415121894	01/12/23	$0.93	2	$1.85	0	0.00	2	$1.85
463413131800	01/13/23	$3.78	9	$34.00	0	0.00	9	$34.00
463429131959	01/13/23	$4.92	24	$118.00	0	0.00	24	$118.00
463439131742	01/13/23	$4.25	2	$8.50	0	0.00	2	$8.50
463448131586	01/13/23	$5.20	10	$52.00	0	0.00	10	$52.00
463566131845	01/13/23	$7.52	21	$158.00	0	0.00	21	$158.00
463581131616	01/13/23	$8.50	4	$34.00	0	0.00	4	$34.00
801322133043	01/13/23	$2.75	19	$52.25	0	0.00	19	$52.25
801323133128	01/13/23	$6.43	490	$3,151.03	0	0.00	490	$3,151.03
801324132962	01/13/23	$4.38	128	$560.86	0	0.00	128	$560.86
801325133126	01/13/23	$6.17	472	$2,914.46	0	0.00	472	$2,914.46
801326133079	01/13/23	$4.44	23	$102.10	0	0.00	23	$102.10
801327133125	01/13/23	$5.60	130	$728.10	0	0.00	130	$728.10
801328133126	01/13/23	$4.99	800	$3,988.81	0	0.00	800	$3,988.81
801330133126	01/13/23	$4.66	413	$1,923.98	0	0.00	413	$1,923.98
801331133100	01/13/23	$1.92	186	$356.65	0	0.00	186	$356.65
801332133098	01/13/23	$4.48	56	$251.09	0	0.00	56	$251.09
801333133038	01/13/23	$4.08	45	$183.78	0	0.00	45	$183.78
801334132478	01/13/23	$4.04	1	$4.04	0	0.00	1	$4.04
801335132923	01/13/23	$3.17	27	$85.69	0	0.00	27	$85.69
801336133126	01/13/23	$6.07	335	$2,032.79	0	0.00	335	$2,032.79
801338133004	01/13/23	$2.98	33	$98.40	0	0.00	33	$98.40
801339133038	01/13/23	$4.19	242	$1,014.82	0	0.00	242	$1,014.82
801340133127	01/13/23	$7.09	861	$6,101.19	0	0.00	861	$6,101.19
801341133127	01/13/23	$8.07	647	$5,221.40	0	0.00	647	$5,221.40
801342132760	01/13/23	$3.28	8	$26.25	0	0.00	8	$26.25
801343133125	01/13/23	$1.34	361	$484.50	0	0.00	361	$484.50
801344132150	01/13/23	$1.35	1	$1.35	0	0.00	1	$1.35
801346133111	01/13/23	$1.17	71	$82.78	0	0.00	71	$82.78
801347132995	01/13/23	$1.79	34	$60.99	0	0.00	34	$60.99
801348132202	01/13/23	$1.60	2	$3.20	0	0.00	2	$3.20
801349133073	01/13/23	$1.76	77	$135.85	0	0.00	77	$135.85
801350133023	01/13/23	$1.86	39	$72.42	0	0.00	39	$72.42
801351133126	01/13/23	$1.38	461	$637.84	0	0.00	461	$637.84
801353133035	01/13/23	$2.86	36	$103.11	0	0.00	36	$103.11
801354133082	01/13/23	$1.83	215	$392.66	0	0.00	215	$392.66
801355132263	01/13/23	$4.99	2	$9.98	0	0.00	2	$9.98
801356133078	01/13/23	$1.02	32	$32.74	0	0.00	32	$32.74
801357132915	01/13/23	$2.53	18	$45.62	0	0.00	18	$45.62
801358133070	01/13/23	$2.43	81	$196.62	0	0.00	81	$196.62
801359133058	01/13/23	$3.30	216	$712.97	0	0.00	216	$712.97
801361133057	01/13/23	$3.39	346	$1,174.03	0	0.00	346	$1,174.03
801362133055	01/13/23	$5.04	111	$558.94	0	0.00	111	$558.94
801363133054	01/13/23	$3.95	44	$173.83	0	0.00	44	$173.83
801364133058	01/13/23	$3.19	118	$376.93	0	0.00	118	$376.93
801365133049	01/13/23	$3.57	36	$128.63	0	0.00	36	$128.63
801366132548	01/13/23	$5.60	2	$11.20	0	0.00	2	$11.20
801367133000	01/13/23	$4.82	44	$211.95	0	0.00	44	$211.95

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SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801368133052	01/13/23	$5.29	80	$423.10	0	0.00	80	$423.10
801369133119	01/13/23	$7.01	71	$497.90	0	0.00	71	$497.90
801370133119	01/13/23	$5.98	50	$298.78	0	0.00	50	$298.78
801372133126	01/13/23	$5.37	101	$542.24	0	0.00	101	$542.24
801373133116	01/13/23	$5.06	111	$561.92	0	0.00	111	$561.92
801374133125	01/13/23	$5.14	123	$631.62	0	0.00	123	$631.62
801375133123	01/13/23	$4.94	182	$899.93	0	0.00	182	$899.93
801376132238	01/13/23	$4.68	87	$407.03	0	0.00	87	$407.03
801377133037	01/13/23	$3.52	50	$176.12	0	0.00	50	$176.12
801379132953	01/13/23	$4.21	72	$303.40	0	0.00	72	$303.40
801380132885	01/13/23	$1.71	14	$23.96	0	0.00	14	$23.96
801381133039	01/13/23	$2.25	117	$262.80	0	0.00	117	$262.80
801382133045	01/13/23	$19.26	105	$2,021.90	0	0.00	105	$2,021.90
801383132962	01/13/23	$2.28	12	$27.34	0	0.00	12	$27.34
801384133038	01/13/23	$2.98	89	$265.49	0	0.00	89	$265.49
801385133038	01/13/23	$4.28	116	$496.38	0	0.00	116	$496.38
801387133031	01/13/23	$2.10	50	$105.19	0	0.00	50	$105.19
801388131453	01/13/23	$1.85	1	$1.85	0	0.00	1	$1.85
801389133123	01/13/23	$1.46	100	$145.71	0	0.00	100	$145.71
801391133059	01/13/23	$1.21	11	$13.34	0	0.00	11	$13.34
801392133013	01/13/23	$1.24	15	$18.64	0	0.00	15	$18.64
801393133106	01/13/23	$1.47	13	$19.15	0	0.00	13	$19.15
801395133038	01/13/23	$1.35	3	$4.05	0	0.00	3	$4.05
801396133107	01/13/23	$2.59	52	$134.49	0	0.00	52	$134.49
801397133057	01/13/23	$3.00	296	$886.58	0	0.00	296	$886.58
801398132875	01/13/23	$2.15	24	$51.55	0	0.00	24	$51.55
801399132775	01/13/23	$2.16	5	$10.80	0	0.00	5	$10.80
801400133079	01/13/23	$3.33	155	$516.84	0	0.00	155	$516.84
801401133048	01/13/23	$1.90	46	$87.53	0	0.00	46	$87.53
801403133094	01/13/23	$2.42	28	$67.75	0	0.00	28	$67.75
801404132685	01/13/23	$2.30	12	$27.62	0	0.00	12	$27.62
801405132127	01/13/23	$2.59	6	$15.55	0	0.00	6	$15.55
801406132976	01/13/23	$4.77	294	$1,401.85	0	0.00	294	$1,401.85
801407133053	01/13/23	$6.08	21	$127.73	0	0.00	21	$127.73
801408133053	01/13/23	$5.02	35	$175.66	0	0.00	35	$175.66
801409132653	01/13/23	$2.42	32	$77.42	0	0.00	32	$77.42
801411132986	01/13/23	$9.06	7	$63.45	0	0.00	7	$63.45
801412132999	01/13/23	$2.39	6	$14.36	0	0.00	6	$14.36
801413133009	01/13/23	$3.70	22	$81.35	0	0.00	22	$81.35
801415131895	01/13/23	$3.20	1	$3.20	0	0.00	1	$3.20
463413141801	01/14/23	$3.88	13	$50.50	0	0.00	13	$50.50
463418141134	01/14/23	$2.50	1	$2.50	0	0.00	1	$2.50
463425140885	01/14/23	$3.00	1	$3.00	0	0.00	1	$3.00
463429141960	01/14/23	$3.87	26	$100.50	0	0.00	26	$100.50
463442141608	01/14/23	$7.00	4	$28.00	0	0.00	4	$28.00
463448141587	01/14/23	$3.80	10	$38.00	0	0.00	10	$38.00
463566141846	01/14/23	$7.70	20	$154.00	0	0.00	20	$154.00
463581141617	01/14/23	$11.83	3	$35.50	0	0.00	3	$35.50
801322143044	01/14/23	$3.11	25	$77.65	0	0.00	25	$77.65
801323143129	01/14/23	$6.69	705	$4,716.03	0	0.00	705	$4,716.03
801324142963	01/14/23	$4.38	151	$662.10	0	0.00	151	$662.10
801325143127	01/14/23	$6.62	621	$4,108.12	0	0.00	621	$4,108.12
801326143080	01/14/23	$4.58	24	$109.90	0	0.00	24	$109.90
801327143126	01/14/23	$4.98	134	$667.54	0	0.00	134	$667.54
801328143127	01/14/23	$5.16	972	$5,020.21	0	0.00	972	$5,020.21
801330143127	01/14/23	$4.45	427	$1,899.94	0	0.00	427	$1,899.94
801331143101	01/14/23	$2.25	215	$484.35	0	0.00	215	$484.35

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Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801332143099	01/14/23	$3.96	77	$305.26	0	0.00	77	$305.26
801333143039	01/14/23	$5.24	56	$293.48	0	0.00	56	$293.48
801335142924	01/14/23	$3.00	28	$83.99	0	0.00	28	$83.99
801336143127	01/14/23	$6.40	337	$2,156.07	0	0.00	337	$2,156.07
801338143005	01/14/23	$3.19	34	$108.59	0	0.00	34	$108.59
801339143039	01/14/23	$4.00	355	$1,418.26	0	0.00	355	$1,418.26
801340143128	01/14/23	$7.03	899	$6,322.64	0	0.00	899	$6,322.64
801341143128	01/14/23	$8.01	553	$4,429.24	0	0.00	553	$4,429.24
801342142761	01/14/23	$2.79	9	$25.15	0	0.00	9	$25.15
801343143126	01/14/23	$1.33	322	$426.91	0	0.00	322	$426.91
801344142151	01/14/23	$1.01	2	$2.02	0	0.00	2	$2.02
801346143112	01/14/23	$1.11	63	$69.73	0	0.00	63	$69.73
801347142996	01/14/23	$1.45	47	$68.11	0	0.00	47	$68.11
801348142203	01/14/23	$1.25	10	$12.46	0	0.00	10	$12.46
801349143074	01/14/23	$1.65	62	$102.25	0	0.00	62	$102.25
801350143024	01/14/23	$1.34	34	$45.71	0	0.00	34	$45.71
801351143127	01/14/23	$1.40	525	$734.61	0	0.00	525	$734.61
801353143036	01/14/23	$2.74	40	$109.58	0	0.00	40	$109.58
801354143083	01/14/23	$2.10	253	$531.53	0	0.00	253	$531.53
801355142264	01/14/23	$0.35	2	$0.70	0	0.00	2	$0.70
801356143079	01/14/23	$1.46	41	$59.72	0	0.00	41	$59.72
801357142916	01/14/23	$1.49	19	$28.33	0	0.00	19	$28.33
801358143071	01/14/23	$2.73	76	$207.32	0	0.00	76	$207.32
801359143059	01/14/23	$3.62	267	$966.21	0	0.00	267	$966.21
801361143058	01/14/23	$3.28	386	$1,267.59	0	0.00	386	$1,267.59
801362143056	01/14/23	$4.50	131	$589.55	0	0.00	131	$589.55
801363143055	01/14/23	$4.80	42	$201.39	0	0.00	42	$201.39
801364143059	01/14/23	$3.44	96	$329.84	0	0.00	96	$329.84
801365143050	01/14/23	$4.30	31	$133.34	0	0.00	31	$133.34
801366142549	01/14/23	$1.85	2	$3.70	0	0.00	2	$3.70
801367143001	01/14/23	$5.28	56	$295.40	0	0.00	56	$295.40
801368143053	01/14/23	$5.62	85	$477.45	0	0.00	85	$477.45
801369143120	01/14/23	$7.28	68	$495.00	0	0.00	68	$495.00
801370143120	01/14/23	$6.05	86	$520.03	0	0.00	86	$520.03
801372143127	01/14/23	$4.73	130	$615.40	0	0.00	130	$615.40
801373143117	01/14/23	$5.95	136	$808.97	0	0.00	136	$808.97
801374143126	01/14/23	$5.69	174	$989.93	0	0.00	174	$989.93
801375143124	01/14/23	$5.26	260	$1,367.88	0	0.00	260	$1,367.88
801376142239	01/14/23	$4.55	94	$427.72	0	0.00	94	$427.72
801377143038	01/14/23	$3.81	55	$209.73	0	0.00	55	$209.73
801379142954	01/14/23	$5.58	115	$642.15	0	0.00	115	$642.15
801380142886	01/14/23	$1.85	14	$25.90	0	0.00	14	$25.90
801381143040	01/14/23	$2.30	102	$234.58	0	0.00	102	$234.58
801382143046	01/14/23	$19.52	155	$3,025.00	0	0.00	155	$3,025.00
801383142963	01/14/23	$1.46	23	$33.49	0	0.00	23	$33.49
801384143039	01/14/23	$3.67	88	$322.82	0	0.00	88	$322.82
801385143039	01/14/23	$3.88	144	$558.30	0	0.00	144	$558.30
801387143032	01/14/23	$1.39	36	$49.89	0	0.00	36	$49.89
801389143124	01/14/23	$1.13	98	$110.66	0	0.00	98	$110.66
801391143060	01/14/23	$1.51	16	$24.10	0	0.00	16	$24.10
801392143014	01/14/23	$1.16	31	$35.92	0	0.00	31	$35.92
801393143107	01/14/23	$1.53	39	$59.60	0	0.00	39	$59.60
801395143039	01/14/23	$1.38	3	$4.15	0	0.00	3	$4.15
801396143108	01/14/23	$2.70	40	$107.87	0	0.00	40	$107.87
801397143058	01/14/23	$3.09	293	$906.66	0	0.00	293	$906.66
801398142876	01/14/23	$2.15	36	$77.42	0	0.00	36	$77.42
801399142776	01/14/23	$2.88	4	$11.51	0	0.00	4	$11.51

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SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801400143080	01/14/23	$3.74	178	$665.78	0	0.00	178	$665.78
801401143049	01/14/23	$1.49	49	$72.84	0	0.00	49	$72.84
801403143095	01/14/23	$1.98	47	$93.04	0	0.00	47	$93.04
801404142686	01/14/23	$3.21	16	$51.39	0	0.00	16	$51.39
801405142128	01/14/23	$2.28	20	$45.54	0	0.00	20	$45.54
801406142977	01/14/23	$5.91	246	$1,452.80	0	0.00	246	$1,452.80
801407143054	01/14/23	$5.32	24	$127.66	0	0.00	24	$127.66
801408143054	01/14/23	$3.64	56	$203.89	0	0.00	56	$203.89
801409142654	01/14/23	$2.87	26	$74.60	0	0.00	26	$74.60
801411142987	01/14/23	$3.51	14	$49.13	0	0.00	14	$49.13
801412143000	01/14/23	$3.05	9	$27.46	0	0.00	9	$27.46
801413143010	01/14/23	$3.56	23	$81.88	0	0.00	23	$81.88
801415141896	01/14/23	$3.46	1	$3.46	0	0.00	1	$3.46
463413151802	01/15/23	$3.73	13	$48.50	0	0.00	13	$48.50
463418151135	01/15/23	$13.50	3	$40.50	0	0.00	3	$40.50
463429151961	01/15/23	$2.83	20	$56.50	0	0.00	20	$56.50
463442151609	01/15/23	$16.48	2	$32.95	0	0.00	2	$32.95
463448151588	01/15/23	$3.50	4	$14.00	0	0.00	4	$14.00
463566151847	01/15/23	$16.50	1	$16.50	0	0.00	1	$16.50
463581151618	01/15/23	$20.50	5	$102.50	0	0.00	5	$102.50
801322153045	01/15/23	$5.31	23	$122.10	0	0.00	23	$122.10
801323153130	01/15/23	$7.19	896	$6,442.90	0	0.00	896	$6,442.90
801324152964	01/15/23	$3.90	216	$843.38	0	0.00	216	$843.38
801325153128	01/15/23	$6.47	845	$5,468.57	0	0.00	845	$5,468.57
801326153081	01/15/23	$4.73	43	$203.43	0	0.00	43	$203.43
801327153127	01/15/23	$4.80	171	$820.27	0	0.00	171	$820.27
801328153128	01/15/23	$5.89	1,150	$6,767.80	0	0.00	1,150	$6,767.80
801330153128	01/15/23	$4.86	481	$2,338.71	0	0.00	481	$2,338.71
801331153102	01/15/23	$2.42	272	$657.40	0	0.00	272	$657.40
801332153100	01/15/23	$4.58	69	$316.23	0	0.00	69	$316.23
801333153040	01/15/23	$4.67	48	$223.93	0	0.00	48	$223.93
801335152925	01/15/23	$4.27	62	$264.57	0	0.00	62	$264.57
801336153128	01/15/23	$6.14	452	$2,775.90	0	0.00	452	$2,775.90
801338153006	01/15/23	$3.38	35	$118.40	0	0.00	35	$118.40
801339153040	01/15/23	$4.12	329	$1,354.77	0	0.00	329	$1,354.77
801340153129	01/15/23	$6.62	1,156	$7,647.79	0	0.00	1,156	$7,647.79
801341153129	01/15/23	$7.88	633	$4,989.65	0	0.00	633	$4,989.65
801342152762	01/15/23	$2.70	8	$21.63	0	0.00	8	$21.63
801343153127	01/15/23	$1.43	125	$179.36	0	0.00	125	$179.36
801344152152	01/15/23	$0.35	1	$0.35	0	0.00	1	$0.35
801346153113	01/15/23	$1.34	27	$36.12	0	0.00	27	$36.12
801347152997	01/15/23	$1.25	11	$13.80	0	0.00	11	$13.80
801348152204	01/15/23	$0.46	3	$1.37	0	0.00	3	$1.37
801349153075	01/15/23	$1.34	9	$12.04	0	0.00	9	$12.04
801350153025	01/15/23	$2.19	7	$15.36	0	0.00	7	$15.36
801351153128	01/15/23	$1.52	592	$897.69	0	0.00	592	$897.69
801353153037	01/15/23	$2.38	32	$76.00	0	0.00	32	$76.00
801354153084	01/15/23	$2.03	348	$706.69	0	0.00	348	$706.69
801355152265	01/15/23	$4.76	5	$23.82	0	0.00	5	$23.82
801356153080	01/15/23	$2.22	17	$37.81	0	0.00	17	$37.81
801357152917	01/15/23	$3.60	7	$25.22	0	0.00	7	$25.22
801358153072	01/15/23	$2.47	90	$222.65	0	0.00	90	$222.65
801359153060	01/15/23	$3.53	318	$1,122.68	0	0.00	318	$1,122.68
801361153059	01/15/23	$3.31	484	$1,602.80	0	0.00	484	$1,602.80
801362153057	01/15/23	$4.33	185	$801.20	0	0.00	185	$801.20
801363153056	01/15/23	$4.43	46	$203.57	0	0.00	46	$203.57
801364153060	01/15/23	$3.41	118	$402.64	0	0.00	118	$402.64

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SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801365153051	01/15/23	$4.41	46	$203.08	0	0.00	46	$203.08
801366152550	01/15/23	$4.10	6	$24.60	0	0.00	6	$24.60
801367153002	01/15/23	$4.72	69	$325.70	0	0.00	69	$325.70
801368153054	01/15/23	$5.71	85	$485.40	0	0.00	85	$485.40
801369153121	01/15/23	$6.05	106	$640.92	0	0.00	106	$640.92
801370153121	01/15/23	$6.85	89	$609.88	0	0.00	89	$609.88
801372153128	01/15/23	$4.95	146	$723.01	0	0.00	146	$723.01
801373153118	01/15/23	$5.68	119	$675.76	0	0.00	119	$675.76
801374153127	01/15/23	$5.32	197	$1,047.29	0	0.00	197	$1,047.29
801375153125	01/15/23	$5.06	268	$1,355.78	0	0.00	268	$1,355.78
801376152240	01/15/23	$3.86	115	$444.10	0	0.00	115	$444.10
801377153039	01/15/23	$4.65	33	$153.38	0	0.00	33	$153.38
801379152955	01/15/23	$4.79	118	$565.75	0	0.00	118	$565.75
801380152887	01/15/23	$1.76	21	$36.99	0	0.00	21	$36.99
801381153041	01/15/23	$2.16	102	$220.05	0	0.00	102	$220.05
801382153047	01/15/23	$19.15	155	$2,967.65	0	0.00	155	$2,967.65
801383152964	01/15/23	$2.74	15	$41.10	0	0.00	15	$41.10
801384153040	01/15/23	$3.18	89	$283.37	0	0.00	89	$283.37
801385153040	01/15/23	$4.38	132	$578.30	0	0.00	132	$578.30
801387153033	01/15/23	$2.33	41	$95.50	0	0.00	41	$95.50
801388151454	01/15/23	$2.50	3	$7.49	0	0.00	3	$7.49
801389153125	01/15/23	$1.88	61	$114.89	0	0.00	61	$114.89
801391153061	01/15/23	$0.79	26	$20.65	0	0.00	26	$20.65
801392153015	01/15/23	$1.31	19	$24.92	0	0.00	19	$24.92
801393153108	01/15/23	$1.27	25	$31.85	0	0.00	25	$31.85
801395153040	01/15/23	$3.61	1	$3.61	0	0.00	1	$3.61
801396153109	01/15/23	$2.29	60	$137.33	0	0.00	60	$137.33
801397153059	01/15/23	$3.58	353	$1,262.27	0	0.00	353	$1,262.27
801398152877	01/15/23	$2.59	46	$118.91	0	0.00	46	$118.91
801399152777	01/15/23	$1.49	6	$8.94	0	0.00	6	$8.94
801400153081	01/15/23	$2.55	193	$493.01	0	0.00	193	$493.01
801401153050	01/15/23	$2.02	3	$6.06	0	0.00	3	$6.06
801403153096	01/15/23	$3.20	11	$35.22	0	0.00	11	$35.22
801404152687	01/15/23	$2.05	17	$34.87	0	0.00	17	$34.87
801405152129	01/15/23	$2.36	37	$87.15	0	0.00	37	$87.15
801406152978	01/15/23	$20.14	147	$2,960.40	0	0.00	147	$2,960.40
801407153055	01/15/23	$3.82	30	$114.50	0	0.00	30	$114.50
801408153055	01/15/23	$3.35	57	$190.76	0	0.00	57	$190.76
801409152655	01/15/23	$1.83	5	$9.15	0	0.00	5	$9.15
801411152988	01/15/23	$3.49	26	$90.66	0	0.00	26	$90.66
801412153001	01/15/23	$2.33	7	$16.34	0	0.00	7	$16.34
801413153011	01/15/23	$3.92	15	$58.85	0	0.00	15	$58.85
801415151897	01/15/23	$0.96	5	$4.80	0	0.00	5	$4.80
463406161209	01/16/23	$1.00	1	$1.00	0	0.00	1	$1.00
463413161803	01/16/23	$3.93	22	$86.50	0	0.00	22	$86.50
463425160886	01/16/23	$4.50	1	$4.50	0	0.00	1	$4.50
463429161962	01/16/23	$2.08	6	$12.50	0	0.00	6	$12.50
463439161743	01/16/23	$20.50	3	$61.50	0	0.00	3	$61.50
463442161610	01/16/23	$17.00	3	$51.00	0	0.00	3	$51.00
463448161589	01/16/23	$4.63	4	$18.50	0	0.00	4	$18.50
463566161848	01/16/23	$4.50	2	$9.00	0	0.00	2	$9.00
463581161619	01/16/23	$20.50	3	$61.50	0	0.00	3	$61.50
801322163046	01/16/23	$4.98	35	$174.15	0	0.00	35	$174.15
801323163131	01/16/23	$6.46	825	$5,330.61	0	0.00	825	$5,330.61
801324162965	01/16/23	$4.17	177	$737.45	0	0.00	177	$737.45
801325163129	01/16/23	$6.58	857	$5,636.55	0	0.00	857	$5,636.55
801326163082	01/16/23	$5.38	36	$193.54	0	0.00	36	$193.54

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SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801327163128	01/16/23	$5.50	126	$692.79	0	0.00	126	$692.79
801328163129	01/16/23	$5.87	901	$5,289.53	0	0.00	901	$5,289.53
801330163129	01/16/23	$4.66	418	$1,947.37	0	0.00	418	$1,947.37
801331163103	01/16/23	$2.17	195	$423.31	0	0.00	195	$423.31
801332163101	01/16/23	$3.91	61	$238.29	0	0.00	61	$238.29
801333163041	01/16/23	$4.43	78	$345.51	0	0.00	78	$345.51
801334162479	01/16/23	$1.35	1	$1.35	0	0.00	1	$1.35
801335162926	01/16/23	$3.05	45	$137.25	0	0.00	45	$137.25
801336163129	01/16/23	$6.25	406	$2,536.66	0	0.00	406	$2,536.66
801338163007	01/16/23	$2.96	37	$109.60	0	0.00	37	$109.60
801339163041	01/16/23	$3.89	356	$1,385.62	0	0.00	356	$1,385.62
801340163130	01/16/23	$6.26	1,348	$8,442.31	0	0.00	1,348	$8,442.31
801341163130	01/16/23	$7.42	737	$5,469.79	0	0.00	737	$5,469.79
801342162763	01/16/23	$2.67	16	$42.75	0	0.00	16	$42.75
801343163128	01/16/23	$1.37	176	$241.33	0	0.00	176	$241.33
801344162153	01/16/23	$0.75	1	$0.75	0	0.00	1	$0.75
801346163114	01/16/23	$1.20	22	$26.36	0	0.00	22	$26.36
801347162998	01/16/23	$1.35	3	$4.05	0	0.00	3	$4.05
801348162205	01/16/23	$1.58	10	$15.78	0	0.00	10	$15.78
801349163076	01/16/23	$1.66	4	$6.65	0	0.00	4	$6.65
801350163026	01/16/23	$1.53	16	$24.41	0	0.00	16	$24.41
801351163129	01/16/23	$1.57	566	$890.41	0	0.00	566	$890.41
801353163038	01/16/23	$2.88	26	$74.85	0	0.00	26	$74.85
801354163085	01/16/23	$2.07	315	$652.52	0	0.00	315	$652.52
801355162266	01/16/23	$1.99	10	$19.90	0	0.00	10	$19.90
801356163081	01/16/23	$2.18	15	$32.76	0	0.00	15	$32.76
801357162918	01/16/23	$2.03	16	$32.43	0	0.00	16	$32.43
801358163073	01/16/23	$2.39	77	$183.81	0	0.00	77	$183.81
801359163061	01/16/23	$3.59	252	$903.71	0	0.00	252	$903.71
801361163060	01/16/23	$3.25	417	$1,353.23	0	0.00	417	$1,353.23
801362163058	01/16/23	$4.38	183	$801.37	0	0.00	183	$801.37
801363163057	01/16/23	$3.76	47	$176.50	0	0.00	47	$176.50
801364163061	01/16/23	$3.42	152	$519.72	0	0.00	152	$519.72
801365163052	01/16/23	$3.05	46	$140.45	0	0.00	46	$140.45
801366162551	01/16/23	$2.73	9	$24.57	0	0.00	9	$24.57
801367163003	01/16/23	$5.21	76	$395.75	0	0.00	76	$395.75
801368163055	01/16/23	$4.72	112	$528.65	0	0.00	112	$528.65
801369163122	01/16/23	$6.99	69	$482.22	0	0.00	69	$482.22
801370163122	01/16/23	$6.78	92	$624.11	0	0.00	92	$624.11
801372163129	01/16/23	$5.13	91	$466.75	0	0.00	91	$466.75
801373163119	01/16/23	$5.30	125	$662.78	0	0.00	125	$662.78
801374163128	01/16/23	$5.14	179	$920.91	0	0.00	179	$920.91
801375163126	01/16/23	$4.62	244	$1,127.58	0	0.00	244	$1,127.58
801376162241	01/16/23	$4.04	63	$254.68	0	0.00	63	$254.68
801377163040	01/16/23	$3.65	45	$164.30	0	0.00	45	$164.30
801379162956	01/16/23	$4.94	120	$592.90	0	0.00	120	$592.90
801380162888	01/16/23	$1.84	17	$31.24	0	0.00	17	$31.24
801381163042	01/16/23	$2.25	94	$211.53	0	0.00	94	$211.53
801382163048	01/16/23	$19.10	138	$2,636.10	0	0.00	138	$2,636.10
801383162965	01/16/23	$2.06	38	$78.21	0	0.00	38	$78.21
801384163041	01/16/23	$3.19	104	$331.99	0	0.00	104	$331.99
801385163041	01/16/23	$4.27	102	$435.48	0	0.00	102	$435.48
801387163034	01/16/23	$2.16	37	$79.76	0	0.00	37	$79.76
801388161455	01/16/23	$2.93	4	$11.72	0	0.00	4	$11.72
801389163126	01/16/23	$1.80	63	$113.65	0	0.00	63	$113.65
801391163062	01/16/23	$0.78	8	$6.25	0	0.00	8	$6.25
801392163016	01/16/23	$2.25	14	$31.45	0	0.00	14	$31.45

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Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801393163109	01/16/23	$1.52	28	$42.63	0	0.00	28	$42.63
801395163041	01/16/23	$2.64	7	$18.46	0	0.00	7	$18.46
801396163110	01/16/23	$2.06	74	$152.79	0	0.00	74	$152.79
801397163060	01/16/23	$3.38	331	$1,117.49	0	0.00	331	$1,117.49
801398162878	01/16/23	$2.49	72	$179.16	0	0.00	72	$179.16
801399162778	01/16/23	$1.45	2	$2.90	0	0.00	2	$2.90
801400163082	01/16/23	$3.14	194	$610.10	0	0.00	194	$610.10
801401163051	01/16/23	$1.89	12	$22.68	0	0.00	12	$22.68
801403163097	01/16/23	$1.23	20	$24.67	0	0.00	20	$24.67
801404162688	01/16/23	$2.56	16	$40.90	0	0.00	16	$40.90
801405162130	01/16/23	$2.52	27	$68.12	0	0.00	27	$68.12
801406162979	01/16/23	$20.21	146	$2,950.40	0	0.00	146	$2,950.40
801407163056	01/16/23	$4.04	39	$157.53	0	0.00	39	$157.53
801408163056	01/16/23	$4.38	45	$196.95	0	0.00	45	$196.95
801409162656	01/16/23	$1.84	10	$18.35	0	0.00	10	$18.35
801411162989	01/16/23	$4.58	13	$59.55	0	0.00	13	$59.55
801412163002	01/16/23	$2.29	10	$22.92	0	0.00	10	$22.92
801413163012	01/16/23	$3.73	27	$100.62	0	0.00	27	$100.62
801415161898	01/16/23	$2.19	11	$24.07	0	0.00	11	$24.07
463406171210	01/17/23	$1.00	1	$1.00	0	0.00	1	$1.00
463413171804	01/17/23	$4.25	10	$42.50	0	0.00	10	$42.50
463418171136	01/17/23	$4.75	2	$9.50	0	0.00	2	$9.50
463429171963	01/17/23	$4.21	24	$100.95	0	0.00	24	$100.95
463439171744	01/17/23	$8.25	2	$16.50	0	0.00	2	$16.50
463442171611	01/17/23	$3.50	2	$7.00	0	0.00	2	$7.00
463448171590	01/17/23	$4.20	5	$21.00	0	0.00	5	$21.00
463566171849	01/17/23	$5.28	18	$95.00	0	0.00	18	$95.00
463581171620	01/17/23	$7.50	6	$45.00	0	0.00	6	$45.00
801322173047	01/17/23	$4.27	15	$64.01	0	0.00	15	$64.01
801323173132	01/17/23	$6.84	573	$3,918.37	0	0.00	573	$3,918.37
801324172966	01/17/23	$3.69	175	$646.20	0	0.00	175	$646.20
801325173130	01/17/23	$6.22	659	$4,096.62	0	0.00	659	$4,096.62
801326173083	01/17/23	$3.22	30	$96.53	0	0.00	30	$96.53
801327173129	01/17/23	$5.38	128	$689.23	0	0.00	128	$689.23
801328173130	01/17/23	$5.07	818	$4,147.56	0	0.00	818	$4,147.56
801330173130	01/17/23	$4.47	405	$1,811.75	0	0.00	405	$1,811.75
801331173104	01/17/23	$1.87	232	$433.71	0	0.00	232	$433.71
801332173102	01/17/23	$4.58	57	$260.99	0	0.00	57	$260.99
801333173042	01/17/23	$4.76	57	$271.05	0	0.00	57	$271.05
801335172927	01/17/23	$2.86	28	$80.13	0	0.00	28	$80.13
801336173130	01/17/23	$5.92	293	$1,734.36	0	0.00	293	$1,734.36
801338173008	01/17/23	$2.50	31	$77.40	0	0.00	31	$77.40
801339173042	01/17/23	$4.04	227	$917.93	0	0.00	227	$917.93
801340173131	01/17/23	$6.59	1,021	$6,730.06	0	0.00	1,021	$6,730.06
801341173131	01/17/23	$7.77	731	$5,681.45	0	0.00	731	$5,681.45
801342172764	01/17/23	$4.16	8	$33.30	0	0.00	8	$33.30
801343173129	01/17/23	$1.36	382	$521.05	0	0.00	382	$521.05
801344172154	01/17/23	$0.73	7	$5.12	0	0.00	7	$5.12
801346173115	01/17/23	$1.33	47	$62.65	0	0.00	47	$62.65
801347172999	01/17/23	$1.27	25	$31.75	0	0.00	25	$31.75
801348172206	01/17/23	$1.12	6	$6.69	0	0.00	6	$6.69
801349173077	01/17/23	$1.63	82	$134.05	0	0.00	82	$134.05
801350173027	01/17/23	$1.61	42	$67.75	0	0.00	42	$67.75
801351173130	01/17/23	$1.45	571	$828.68	0	0.00	571	$828.68
801353173039	01/17/23	$2.87	37	$106.27	0	0.00	37	$106.27
801354173086	01/17/23	$2.05	228	$467.64	0	0.00	228	$467.64
801355172267	01/17/23	$10.31	1	$10.31	0	0.00	1	$10.31

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SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801356173082	01/17/23	$1.19	21	$24.99	0	0.00	21	$24.99
801357172919	01/17/23	$1.80	13	$23.36	0	0.00	13	$23.36
801358173074	01/17/23	$2.06	102	$210.22	0	0.00	102	$210.22
801359173062	01/17/23	$3.02	241	$728.07	0	0.00	241	$728.07
801361173061	01/17/23	$2.97	363	$1,078.77	0	0.00	363	$1,078.77
801362173059	01/17/23	$3.59	121	$433.97	0	0.00	121	$433.97
801363173058	01/17/23	$3.82	48	$183.40	0	0.00	48	$183.40
801364173062	01/17/23	$3.66	146	$535.06	0	0.00	146	$535.06
801365173053	01/17/23	$4.29	36	$154.51	0	0.00	36	$154.51
801366172552	01/17/23	$2.08	11	$22.90	0	0.00	11	$22.90
801367173004	01/17/23	$6.52	30	$195.50	0	0.00	30	$195.50
801368173056	01/17/23	$4.92	89	$437.60	0	0.00	89	$437.60
801369173123	01/17/23	$7.58	51	$386.76	0	0.00	51	$386.76
801370173123	01/17/23	$7.20	66	$474.93	0	0.00	66	$474.93
801372173130	01/17/23	$4.91	93	$457.06	0	0.00	93	$457.06
801373173120	01/17/23	$5.38	141	$758.79	0	0.00	141	$758.79
801374173129	01/17/23	$5.14	128	$658.23	0	0.00	128	$658.23
801375173127	01/17/23	$5.08	214	$1,086.26	0	0.00	214	$1,086.26
801376172242	01/17/23	$3.77	76	$286.53	0	0.00	76	$286.53
801377173041	01/17/23	$3.99	66	$263.22	0	0.00	66	$263.22
801379172957	01/17/23	$4.83	76	$367.45	0	0.00	76	$367.45
801380172889	01/17/23	$1.53	19	$29.10	0	0.00	19	$29.10
801381173043	01/17/23	$2.09	128	$267.83	0	0.00	128	$267.83
801382173049	01/17/23	$19.21	138	$2,650.45	0	0.00	138	$2,650.45
801383172966	01/17/23	$1.93	35	$67.67	0	0.00	35	$67.67
801384173042	01/17/23	$2.53	110	$278.09	0	0.00	110	$278.09
801385173042	01/17/23	$4.59	84	$385.34	0	0.00	84	$385.34
801387173035	01/17/23	$2.06	42	$86.48	0	0.00	42	$86.48
801388171456	01/17/23	$1.83	3	$5.49	0	0.00	3	$5.49
801389173127	01/17/23	$1.17	55	$64.24	0	0.00	55	$64.24
801391173063	01/17/23	$0.99	9	$8.90	0	0.00	9	$8.90
801392173017	01/17/23	$1.41	14	$19.78	0	0.00	14	$19.78
801393173110	01/17/23	$1.50	36	$54.13	0	0.00	36	$54.13
801395173042	01/17/23	$1.52	3	$4.55	0	0.00	3	$4.55
801396173111	01/17/23	$1.71	67	$114.30	0	0.00	67	$114.30
801397173061	01/17/23	$2.90	341	$988.03	0	0.00	341	$988.03
801398172879	01/17/23	$1.96	54	$105.72	0	0.00	54	$105.72
801399172779	01/17/23	$0.35	1	$0.35	0	0.00	1	$0.35
801400173083	01/17/23	$3.11	167	$518.91	0	0.00	167	$518.91
801401173052	01/17/23	$3.10	17	$52.67	0	0.00	17	$52.67
801403173098	01/17/23	$2.09	29	$60.68	0	0.00	29	$60.68
801404172689	01/17/23	$2.35	11	$25.80	0	0.00	11	$25.80
801405172131	01/17/23	$2.53	15	$37.90	0	0.00	15	$37.90
801406172980	01/17/23	$3.77	384	$1,448.80	0	0.00	384	$1,448.80
801407173057	01/17/23	$4.59	31	$142.23	0	0.00	31	$142.23
801408173057	01/17/23	$3.47	49	$170.10	0	0.00	49	$170.10
801409172657	01/17/23	$1.88	10	$18.75	0	0.00	10	$18.75
801411172990	01/17/23	$4.03	9	$36.30	0	0.00	9	$36.30
801412173003	01/17/23	$1.87	11	$20.61	0	0.00	11	$20.61
801413173013	01/17/23	$2.60	29	$75.31	0	0.00	29	$75.31
801415171899	01/17/23	$1.19	4	$4.75	0	0.00	4	$4.75
463406181211	01/18/23	$2.50	2	$5.00	0	0.00	2	$5.00
463413181805	01/18/23	$3.34	16	$53.50	0	0.00	16	$53.50
463429181964	01/18/23	$4.81	29	$139.50	0	0.00	29	$139.50
463439181745	01/18/23	$6.50	1	$6.50	0	0.00	1	$6.50
463448181591	01/18/23	$3.14	14	$44.00	0	0.00	14	$44.00
463566181850	01/18/23	$7.15	24	$171.50	0	0.00	24	$171.50

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Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
463581181621	01/18/23	$3.83	3	$11.50	0	0.00	3	$11.50
801322183048	01/18/23	$3.06	41	$125.60	0	0.00	41	$125.60
801323183133	01/18/23	$5.91	468	$2,763.72	0	0.00	468	$2,763.72
801324182967	01/18/23	$4.06	117	$474.70	0	0.00	117	$474.70
801325183131	01/18/23	$5.40	524	$2,829.28	0	0.00	524	$2,829.28
801326183084	01/18/23	$3.64	22	$80.01	0	0.00	22	$80.01
801327183130	01/18/23	$5.83	129	$751.49	0	0.00	129	$751.49
801328183131	01/18/23	$4.94	790	$3,905.12	0	0.00	790	$3,905.12
801330183131	01/18/23	$4.57	374	$1,707.96	0	0.00	374	$1,707.96
801331183105	01/18/23	$1.80	196	$352.34	0	0.00	196	$352.34
801332183103	01/18/23	$4.34	56	$243.09	0	0.00	56	$243.09
801333183043	01/18/23	$5.13	48	$246.28	0	0.00	48	$246.28
801335182928	01/18/23	$4.20	37	$155.48	0	0.00	37	$155.48
801336183131	01/18/23	$5.89	267	$1,571.50	0	0.00	267	$1,571.50
801338183009	01/18/23	$2.96	32	$94.70	0	0.00	32	$94.70
801339183043	01/18/23	$4.22	154	$650.16	0	0.00	154	$650.16
801340183132	01/18/23	$6.69	800	$5,349.08	0	0.00	800	$5,349.08
801341183132	01/18/23	$7.79	690	$5,378.15	0	0.00	690	$5,378.15
801342182765	01/18/23	$2.37	8	$18.95	0	0.00	8	$18.95
801343183130	01/18/23	$1.21	384	$463.38	0	0.00	384	$463.38
801344182155	01/18/23	$1.36	2	$2.72	0	0.00	2	$2.72
801346183116	01/18/23	$1.25	44	$54.96	0	0.00	44	$54.96
801347183000	01/18/23	$1.87	35	$65.39	0	0.00	35	$65.39
801348182207	01/18/23	$1.87	5	$9.36	0	0.00	5	$9.36
801349183078	01/18/23	$1.71	88	$150.26	0	0.00	88	$150.26
801350183028	01/18/23	$1.61	61	$98.34	0	0.00	61	$98.34
801351183131	01/18/23	$1.40	502	$702.57	0	0.00	502	$702.57
801353183040	01/18/23	$3.04	38	$115.35	0	0.00	38	$115.35
801354183087	01/18/23	$2.04	172	$351.65	0	0.00	172	$351.65
801355182268	01/18/23	$6.02	2	$12.03	0	0.00	2	$12.03
801356183083	01/18/23	$1.21	50	$60.27	0	0.00	50	$60.27
801357182920	01/18/23	$3.82	10	$38.17	0	0.00	10	$38.17
801358183075	01/18/23	$2.27	45	$102.21	0	0.00	45	$102.21
801359183063	01/18/23	$3.41	148	$505.40	0	0.00	148	$505.40
801361183062	01/18/23	$3.00	369	$1,108.56	0	0.00	369	$1,108.56
801362183060	01/18/23	$3.33	109	$362.83	0	0.00	109	$362.83
801363183059	01/18/23	$3.69	37	$136.41	0	0.00	37	$136.41
801364183063	01/18/23	$4.04	104	$420.49	0	0.00	104	$420.49
801365183054	01/18/23	$3.78	25	$94.62	0	0.00	25	$94.62
801366182553	01/18/23	$4.35	1	$4.35	0	0.00	1	$4.35
801367183005	01/18/23	$4.38	40	$175.00	0	0.00	40	$175.00
801368183057	01/18/23	$4.94	59	$291.20	0	0.00	59	$291.20
801369183124	01/18/23	$6.63	81	$537.30	0	0.00	81	$537.30
801370183124	01/18/23	$6.08	30	$182.50	0	0.00	30	$182.50
801372183131	01/18/23	$4.89	72	$352.37	0	0.00	72	$352.37
801373183121	01/18/23	$5.34	106	$565.74	0	0.00	106	$565.74
801374183130	01/18/23	$5.39	102	$549.37	0	0.00	102	$549.37
801375183128	01/18/23	$5.49	214	$1,175.12	0	0.00	214	$1,175.12
801376182243	01/18/23	$4.52	57	$257.70	0	0.00	57	$257.70
801377183042	01/18/23	$4.11	71	$292.14	0	0.00	71	$292.14
801379182958	01/18/23	$4.86	76	$369.25	0	0.00	76	$369.25
801380182890	01/18/23	$2.08	20	$41.56	0	0.00	20	$41.56
801381183044	01/18/23	$2.40	109	$261.63	0	0.00	109	$261.63
801382183050	01/18/23	$19.23	103	$1,981.10	0	0.00	103	$1,981.10
801383182967	01/18/23	$1.77	10	$17.72	0	0.00	10	$17.72
801384183043	01/18/23	$3.59	70	$251.36	0	0.00	70	$251.36
801385183043	01/18/23	$4.30	95	$408.39	0	0.00	95	$408.39

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			Items	Amount	Items	Amount	Items	Amount
801387183036	01/18/23	$1.87	49	$91.41	0	0.00	49	$91.41
801388181457	01/18/23	$1.07	2	$2.13	0	0.00	2	$2.13
801389183128	01/18/23	$1.70	74	$125.95	0	0.00	74	$125.95
801391183064	01/18/23	$0.92	11	$10.10	0	0.00	11	$10.10
801392183018	01/18/23	$1.68	25	$41.97	0	0.00	25	$41.97
801393183111	01/18/23	$1.62	15	$24.24	0	0.00	15	$24.24
801395183043	01/18/23	$3.95	3	$11.85	0	0.00	3	$11.85
801396183112	01/18/23	$2.77	41	$113.67	0	0.00	41	$113.67
801397183062	01/18/23	$2.91	280	$813.98	0	0.00	280	$813.98
801398182880	01/18/23	$2.15	47	$100.94	0	0.00	47	$100.94
801399182780	01/18/23	$2.91	4	$11.65	0	0.00	4	$11.65
801400183084	01/18/23	$3.42	153	$523.49	0	0.00	153	$523.49
801401183053	01/18/23	$2.07	43	$88.87	0	0.00	43	$88.87
801403183099	01/18/23	$1.57	46	$72.24	0	0.00	46	$72.24
801404182690	01/18/23	$1.60	3	$4.80	0	0.00	3	$4.80
801405182132	01/18/23	$2.28	12	$27.39	0	0.00	12	$27.39
801406182981	01/18/23	$4.39	264	$1,158.40	0	0.00	264	$1,158.40
801407183058	01/18/23	$7.40	20	$148.05	0	0.00	20	$148.05
801408183058	01/18/23	$4.09	37	$151.25	0	0.00	37	$151.25
801409182658	01/18/23	$2.82	25	$70.54	0	0.00	25	$70.54
801411182991	01/18/23	$3.02	6	$18.10	0	0.00	6	$18.10
801412183004	01/18/23	$0.88	7	$6.18	0	0.00	7	$6.18
801413183014	01/18/23	$3.94	23	$90.55	0	0.00	23	$90.55
801415181900	01/18/23	$2.26	1	$2.26	0	0.00	1	$2.26
463406191212	01/19/23	$30.75	2	$61.50	0	0.00	2	$61.50
463413191806	01/19/23	$3.75	10	$37.50	0	0.00	10	$37.50
463418191137	01/19/23	$6.50	1	$6.50	0	0.00	1	$6.50
463425190888	01/19/23	$2.00	2	$4.00	0	0.00	2	$4.00
463429191965	01/19/23	$6.13	23	$140.95	0	0.00	23	$140.95
463439191746	01/19/23	$10.67	3	$32.00	0	0.00	3	$32.00
463442191613	01/19/23	$4.17	3	$12.50	0	0.00	3	$12.50
463448191592	01/19/23	$4.13	8	$33.00	0	0.00	8	$33.00
463566191851	01/19/23	$7.63	23	$175.50	0	0.00	23	$175.50
463581191622	01/19/23	$15.42	7	$107.95	0	0.00	7	$107.95
801322193049	01/19/23	$3.35	28	$93.66	0	0.00	28	$93.66
801323193134	01/19/23	$6.51	506	$3,295.42	0	0.00	506	$3,295.42
801324192968	01/19/23	$4.40	122	$536.52	0	0.00	122	$536.52
801325193132	01/19/23	$5.69	455	$2,589.74	0	0.00	455	$2,589.74
801326193085	01/19/23	$3.71	14	$51.96	0	0.00	14	$51.96
801327193131	01/19/23	$5.27	140	$738.26	0	0.00	140	$738.26
801328193132	01/19/23	$5.09	803	$4,090.56	0	0.00	803	$4,090.56
801330193132	01/19/23	$4.74	444	$2,106.00	0	0.00	444	$2,106.00
801331193106	01/19/23	$1.91	185	$354.12	0	0.00	185	$354.12
801332193104	01/19/23	$5.42	49	$265.46	0	0.00	49	$265.46
801333193044	01/19/23	$7.16	35	$250.74	0	0.00	35	$250.74
801334192480	01/19/23	$20.35	1	$20.35	0	0.00	1	$20.35
801335192929	01/19/23	$3.80	40	$151.96	0	0.00	40	$151.96
801336193132	01/19/23	$6.00	247	$1,481.75	0	0.00	247	$1,481.75
801338193010	01/19/23	$3.08	18	$55.50	0	0.00	18	$55.50
801339193044	01/19/23	$3.87	224	$867.79	0	0.00	224	$867.79
801340193133	01/19/23	$6.56	822	$5,390.66	0	0.00	822	$5,390.66
801341193133	01/19/23	$7.67	744	$5,709.50	0	0.00	744	$5,709.50
801342192766	01/19/23	$3.68	3	$11.05	0	0.00	3	$11.05
801343193131	01/19/23	$1.25	357	$447.95	0	0.00	357	$447.95
801344192156	01/19/23	$0.83	10	$8.30	0	0.00	10	$8.30
801346193117	01/19/23	$1.14	60	$68.29	0	0.00	60	$68.29
801347193001	01/19/23	$2.06	52	$107.21	0	0.00	52	$107.21

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SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801348192208	01/19/23	$0.60	1	$0.60	0	0.00	1	$0.60
801349193079	01/19/23	$1.72	91	$156.80	0	0.00	91	$156.80
801350193029	01/19/23	$1.64	70	$114.59	0	0.00	70	$114.59
801351193132	01/19/23	$1.46	485	$708.91	0	0.00	485	$708.91
801353193041	01/19/23	$3.07	30	$92.18	0	0.00	30	$92.18
801354193088	01/19/23	$1.94	213	$412.18	0	0.00	213	$412.18
801355192269	01/19/23	$1.41	5	$7.07	0	0.00	5	$7.07
801356193084	01/19/23	$1.40	33	$46.16	0	0.00	33	$46.16
801357192921	01/19/23	$1.71	14	$23.98	0	0.00	14	$23.98
801358193076	01/19/23	$2.21	75	$165.86	0	0.00	75	$165.86
801359193064	01/19/23	$3.70	209	$774.19	0	0.00	209	$774.19
801361193063	01/19/23	$3.46	354	$1,224.32	0	0.00	354	$1,224.32
801362193061	01/19/23	$4.26	140	$595.88	0	0.00	140	$595.88
801363193060	01/19/23	$4.31	40	$172.39	0	0.00	40	$172.39
801364193064	01/19/23	$3.61	122	$440.56	0	0.00	122	$440.56
801365193055	01/19/23	$3.28	46	$150.89	0	0.00	46	$150.89
801366192554	01/19/23	$2.89	4	$11.55	0	0.00	4	$11.55
801367193006	01/19/23	$4.67	44	$205.55	0	0.00	44	$205.55
801368193058	01/19/23	$5.71	75	$428.50	0	0.00	75	$428.50
801369193125	01/19/23	$6.59	82	$540.30	0	0.00	82	$540.30
801370193125	01/19/23	$5.75	44	$253.09	0	0.00	44	$253.09
801371191193	01/19/23	$2.35	1	$2.35	0	0.00	1	$2.35
801372193132	01/19/23	$4.89	96	$469.55	0	0.00	96	$469.55
801373193122	01/19/23	$5.23	116	$606.95	0	0.00	116	$606.95
801374193131	01/19/23	$5.26	106	$557.26	0	0.00	106	$557.26
801375193129	01/19/23	$4.89	162	$792.61	0	0.00	162	$792.61
801376192244	01/19/23	$3.98	69	$274.30	0	0.00	69	$274.30
801377193043	01/19/23	$4.28	56	$239.79	0	0.00	56	$239.79
801379192959	01/19/23	$5.19	63	$327.00	0	0.00	63	$327.00
801380192891	01/19/23	$1.55	7	$10.85	0	0.00	7	$10.85
801381193045	01/19/23	$2.12	94	$198.99	0	0.00	94	$198.99
801382193051	01/19/23	$18.85	115	$2,168.00	0	0.00	115	$2,168.00
801383192968	01/19/23	$2.16	17	$36.74	0	0.00	17	$36.74
801384193044	01/19/23	$3.48	81	$281.76	0	0.00	81	$281.76
801385193044	01/19/23	$4.22	120	$506.91	0	0.00	120	$506.91
801387193037	01/19/23	$2.15	37	$79.56	0	0.00	37	$79.56
801388191458	01/19/23	$1.98	5	$9.91	0	0.00	5	$9.91
801389193129	01/19/23	$1.44	76	$109.20	0	0.00	76	$109.20
801391193065	01/19/23	$1.30	10	$12.95	0	0.00	10	$12.95
801392193019	01/19/23	$1.37	13	$17.85	0	0.00	13	$17.85
801393193112	01/19/23	$1.26	23	$28.90	0	0.00	23	$28.90
801395193044	01/19/23	$1.59	6	$9.55	0	0.00	6	$9.55
801396193113	01/19/23	$1.86	59	$110.00	0	0.00	59	$110.00
801397193063	01/19/23	$2.92	278	$811.85	0	0.00	278	$811.85
801398192881	01/19/23	$2.35	45	$105.88	0	0.00	45	$105.88
801400193085	01/19/23	$3.37	144	$485.95	0	0.00	144	$485.95
801401193054	01/19/23	$1.35	43	$58.17	0	0.00	43	$58.17
801403193100	01/19/23	$2.14	39	$83.53	0	0.00	39	$83.53
801404192691	01/19/23	$0.78	15	$11.69	0	0.00	15	$11.69
801405192133	01/19/23	$1.82	10	$18.20	0	0.00	10	$18.20
801406192982	01/19/23	$4.30	288	$1,237.55	0	0.00	288	$1,237.55
801407193059	01/19/23	$6.24	26	$162.28	0	0.00	26	$162.28
801408193059	01/19/23	$3.89	21	$81.65	0	0.00	21	$81.65
801409192659	01/19/23	$2.41	16	$38.60	0	0.00	16	$38.60
801411192992	01/19/23	$3.52	6	$21.10	0	0.00	6	$21.10
801412193005	01/19/23	$1.78	5	$8.91	0	0.00	5	$8.91
801413193015	01/19/23	$2.68	29	$77.67	0	0.00	29	$77.67

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SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801415191901	01/19/23	$1.35	2	$2.70	0	0.00	2	$2.70
463406201213	01/20/23	$1.00	2	$2.00	0	0.00	2	$2.00
463413201807	01/20/23	$3.95	11	$43.50	0	0.00	11	$43.50
463418201138	01/20/23	$1.00	1	$1.00	0	0.00	1	$1.00
463429201966	01/20/23	$3.83	27	$103.50	0	0.00	27	$103.50
463439201747	01/20/23	$9.00	3	$27.00	0	0.00	3	$27.00
463448201593	01/20/23	$3.33	6	$20.00	0	0.00	6	$20.00
463566201852	01/20/23	$6.91	27	$186.50	0	0.00	27	$186.50
463581201623	01/20/23	$6.50	6	$39.00	0	0.00	6	$39.00
801322203050	01/20/23	$3.96	47	$185.96	0	0.00	47	$185.96
801323203135	01/20/23	$6.63	536	$3,551.16	0	0.00	536	$3,551.16
801324202969	01/20/23	$4.60	155	$713.31	0	0.00	155	$713.31
801325203133	01/20/23	$6.04	529	$3,194.04	0	0.00	529	$3,194.04
801326203086	01/20/23	$3.63	23	$83.48	0	0.00	23	$83.48
801327203132	01/20/23	$4.72	155	$731.00	0	0.00	155	$731.00
801328203133	01/20/23	$5.08	820	$4,163.61	0	0.00	820	$4,163.61
801330203133	01/20/23	$5.09	401	$2,042.88	0	0.00	401	$2,042.88
801331203107	01/20/23	$2.10	198	$416.46	0	0.00	198	$416.46
801332203105	01/20/23	$4.47	81	$362.25	0	0.00	81	$362.25
801333203045	01/20/23	$5.43	43	$233.61	0	0.00	43	$233.61
801335202930	01/20/23	$3.71	31	$115.00	0	0.00	31	$115.00
801336203133	01/20/23	$6.34	313	$1,985.03	0	0.00	313	$1,985.03
801338203011	01/20/23	$3.04	34	$103.26	0	0.00	34	$103.26
801339203045	01/20/23	$4.00	256	$1,022.99	0	0.00	256	$1,022.99
801340203134	01/20/23	$6.86	900	$6,175.28	0	0.00	900	$6,175.28
801341203134	01/20/23	$8.06	714	$5,754.50	0	0.00	714	$5,754.50
801342202767	01/20/23	$4.32	16	$69.10	0	0.00	16	$69.10
801343203132	01/20/23	$1.33	396	$525.25	0	0.00	396	$525.25
801344202157	01/20/23	$2.35	1	$2.35	0	0.00	1	$2.35
801346203118	01/20/23	$1.13	54	$60.94	0	0.00	54	$60.94
801347203002	01/20/23	$2.25	33	$74.32	0	0.00	33	$74.32
801348202209	01/20/23	$6.27	2	$12.54	0	0.00	2	$12.54
801349203080	01/20/23	$2.03	69	$139.74	0	0.00	69	$139.74
801350203030	01/20/23	$1.40	38	$53.18	0	0.00	38	$53.18
801351203133	01/20/23	$1.45	544	$789.43	0	0.00	544	$789.43
801353203042	01/20/23	$2.95	39	$115.16	0	0.00	39	$115.16
801354203089	01/20/23	$2.07	234	$484.99	0	0.00	234	$484.99
801356203085	01/20/23	$1.08	33	$35.78	0	0.00	33	$35.78
801357202922	01/20/23	$2.56	13	$33.25	0	0.00	13	$33.25
801358203077	01/20/23	$2.73	106	$289.44	0	0.00	106	$289.44
801359203065	01/20/23	$3.41	245	$836.37	0	0.00	245	$836.37
801361203064	01/20/23	$3.41	358	$1,219.13	0	0.00	358	$1,219.13
801362203062	01/20/23	$3.85	145	$558.46	0	0.00	145	$558.46
801363203061	01/20/23	$5.31	29	$153.85	0	0.00	29	$153.85
801364203065	01/20/23	$3.56	131	$466.18	0	0.00	131	$466.18
801365203056	01/20/23	$2.89	38	$109.96	0	0.00	38	$109.96
801366202555	01/20/23	$2.60	2	$5.20	0	0.00	2	$5.20
801367203007	01/20/23	$5.36	45	$241.20	0	0.00	45	$241.20
801368203059	01/20/23	$5.11	83	$424.15	0	0.00	83	$424.15
801369203126	01/20/23	$6.02	74	$445.70	0	0.00	74	$445.70
801370203126	01/20/23	$6.74	49	$330.29	0	0.00	49	$330.29
801372203133	01/20/23	$5.01	106	$530.98	0	0.00	106	$530.98
801373203123	01/20/23	$5.39	132	$711.20	0	0.00	132	$711.20
801374203132	01/20/23	$5.50	141	$776.01	0	0.00	141	$776.01
801375203130	01/20/23	$4.81	213	$1,023.96	0	0.00	213	$1,023.96
801376202245	01/20/23	$4.38	91	$398.39	0	0.00	91	$398.39
801377203044	01/20/23	$4.06	61	$247.87	0	0.00	61	$247.87

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Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801379202960	01/20/23	$5.42	77	$417.15	0	0.00	77	$417.15
801380202892	01/20/23	$1.92	14	$26.90	0	0.00	14	$26.90
801381203046	01/20/23	$2.36	106	$250.00	0	0.00	106	$250.00
801382203052	01/20/23	$19.30	151	$2,914.95	0	0.00	151	$2,914.95
801383202969	01/20/23	$2.00	18	$35.91	0	0.00	18	$35.91
801384203045	01/20/23	$3.22	97	$312.48	0	0.00	97	$312.48
801385203045	01/20/23	$4.06	125	$508.08	0	0.00	125	$508.08
801387203038	01/20/23	$1.98	54	$106.73	0	0.00	54	$106.73
801388201459	01/20/23	$2.50	2	$4.99	0	0.00	2	$4.99
801389203130	01/20/23	$1.51	87	$131.21	0	0.00	87	$131.21
801391203066	01/20/23	$1.44	8	$11.53	0	0.00	8	$11.53
801392203020	01/20/23	$1.26	18	$22.68	0	0.00	18	$22.68
801393203113	01/20/23	$1.33	25	$33.34	0	0.00	25	$33.34
801395203045	01/20/23	$2.87	5	$14.36	0	0.00	5	$14.36
801396203114	01/20/23	$2.10	57	$119.84	0	0.00	57	$119.84
801397203064	01/20/23	$3.27	275	$898.01	0	0.00	275	$898.01
801398202882	01/20/23	$2.34	36	$84.29	0	0.00	36	$84.29
801399202781	01/20/23	$1.21	7	$8.45	0	0.00	7	$8.45
801400203086	01/20/23	$3.15	170	$536.18	0	0.00	170	$536.18
801401203055	01/20/23	$1.60	56	$89.65	0	0.00	56	$89.65
801403203101	01/20/23	$1.83	39	$71.34	0	0.00	39	$71.34
801404202692	01/20/23	$3.05	6	$18.27	0	0.00	6	$18.27
801405202134	01/20/23	$2.29	13	$29.71	0	0.00	13	$29.71
801406202983	01/20/23	$4.98	301	$1,498.95	0	0.00	301	$1,498.95
801407203060	01/20/23	$6.70	21	$140.74	0	0.00	21	$140.74
801408203060	01/20/23	$4.20	38	$159.54	0	0.00	38	$159.54
801409202660	01/20/23	$2.56	29	$74.35	0	0.00	29	$74.35
801411202993	01/20/23	$5.62	13	$73.03	0	0.00	13	$73.03
801412203006	01/20/23	$2.17	8	$17.36	0	0.00	8	$17.36
801413203016	01/20/23	$3.28	17	$55.68	0	0.00	17	$55.68
801415201902	01/20/23	$1.51	2	$3.01	0	0.00	2	$3.01
463406211214	01/21/23	$5.00	1	$5.00	0	0.00	1	$5.00
463413211808	01/21/23	$3.54	11	$38.95	0	0.00	11	$38.95
463429211967	01/21/23	$5.27	24	$126.45	0	0.00	24	$126.45
463439211748	01/21/23	$13.00	5	$65.00	0	0.00	5	$65.00
463442211614	01/21/23	$15.50	2	$31.00	0	0.00	2	$31.00
463448211594	01/21/23	$5.50	6	$33.00	0	0.00	6	$33.00
463566211853	01/21/23	$6.94	26	$180.50	0	0.00	26	$180.50
463581211624	01/21/23	$9.83	6	$59.00	0	0.00	6	$59.00
801322213051	01/21/23	$4.88	26	$126.85	0	0.00	26	$126.85
801323213136	01/21/23	$7.00	616	$4,312.07	0	0.00	616	$4,312.07
801324212970	01/21/23	$5.02	174	$873.71	0	0.00	174	$873.71
801325213134	01/21/23	$5.95	636	$3,781.42	0	0.00	636	$3,781.42
801326213087	01/21/23	$4.03	24	$96.66	0	0.00	24	$96.66
801327213133	01/21/23	$5.41	170	$919.85	0	0.00	170	$919.85
801328213134	01/21/23	$5.48	883	$4,836.49	0	0.00	883	$4,836.49
801330213134	01/21/23	$4.43	479	$2,121.31	0	0.00	479	$2,121.31
801331213108	01/21/23	$1.97	219	$432.20	0	0.00	219	$432.20
801332213106	01/21/23	$4.39	77	$338.06	0	0.00	77	$338.06
801333213046	01/21/23	$6.40	46	$294.34	0	0.00	46	$294.34
801334212481	01/21/23	$2.35	1	$2.35	0	0.00	1	$2.35
801335212931	01/21/23	$5.16	34	$175.43	0	0.00	34	$175.43
801336213134	01/21/23	$6.11	367	$2,242.92	0	0.00	367	$2,242.92
801338213012	01/21/23	$3.08	20	$61.65	0	0.00	20	$61.65
801339213046	01/21/23	$4.02	361	$1,450.65	0	0.00	361	$1,450.65
801340213135	01/21/23	$7.58	946	$7,168.57	0	0.00	946	$7,168.57
801341213135	01/21/23	$8.30	849	$7,044.65	0	0.00	849	$7,044.65

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			Items	Amount	Items	Amount	Items	Amount
801342212768	01/21/23	$3.12	16	$49.89	0	0.00	16	$49.89
801343213133	01/21/23	$1.29	355	$456.89	0	0.00	355	$456.89
801344212158	01/21/23	$0.87	3	$2.61	0	0.00	3	$2.61
801346213119	01/21/23	$1.36	46	$62.72	0	0.00	46	$62.72
801347213003	01/21/23	$1.93	35	$67.55	0	0.00	35	$67.55
801348212210	01/21/23	$0.79	4	$3.15	0	0.00	4	$3.15
801349213081	01/21/23	$1.88	65	$122.37	0	0.00	65	$122.37
801350213031	01/21/23	$1.44	31	$44.56	0	0.00	31	$44.56
801351213134	01/21/23	$1.49	532	$792.45	0	0.00	532	$792.45
801353213043	01/21/23	$2.11	50	$105.28	0	0.00	50	$105.28
801354213090	01/21/23	$2.37	271	$641.72	0	0.00	271	$641.72
801355212270	01/21/23	$4.60	2	$9.20	0	0.00	2	$9.20
801356213086	01/21/23	$1.27	43	$54.75	0	0.00	43	$54.75
801357212923	01/21/23	$2.43	27	$65.70	0	0.00	27	$65.70
801358213078	01/21/23	$2.42	112	$270.51	0	0.00	112	$270.51
801359213066	01/21/23	$3.74	229	$856.37	0	0.00	229	$856.37
801361213065	01/21/23	$3.59	363	$1,303.25	0	0.00	363	$1,303.25
801362213063	01/21/23	$4.45	127	$565.28	0	0.00	127	$565.28
801363213062	01/21/23	$4.25	43	$182.70	0	0.00	43	$182.70
801364213066	01/21/23	$4.12	109	$449.44	0	0.00	109	$449.44
801365213057	01/21/23	$4.90	22	$107.74	0	0.00	22	$107.74
801366212556	01/21/23	$1.35	1	$1.35	0	0.00	1	$1.35
801367213008	01/21/23	$4.69	42	$197.00	0	0.00	42	$197.00
801368213060	01/21/23	$5.23	84	$439.54	0	0.00	84	$439.54
801369213127	01/21/23	$5.70	74	$421.43	0	0.00	74	$421.43
801370213127	01/21/23	$6.59	57	$375.56	0	0.00	57	$375.56
801372213134	01/21/23	$4.75	122	$579.27	0	0.00	122	$579.27
801373213124	01/21/23	$5.65	120	$678.37	0	0.00	120	$678.37
801374213133	01/21/23	$5.20	161	$836.46	0	0.00	161	$836.46
801375213131	01/21/23	$5.20	261	$1,356.59	0	0.00	261	$1,356.59
801376212246	01/21/23	$3.72	147	$546.71	0	0.00	147	$546.71
801377213045	01/21/23	$3.83	113	$433.00	0	0.00	113	$433.00
801379212961	01/21/23	$5.39	93	$501.48	0	0.00	93	$501.48
801380212893	01/21/23	$1.65	18	$29.77	0	0.00	18	$29.77
801381213047	01/21/23	$2.33	95	$221.62	0	0.00	95	$221.62
801382213053	01/21/23	$19.75	167	$3,298.00	0	0.00	167	$3,298.00
801383212970	01/21/23	$1.75	20	$35.01	0	0.00	20	$35.01
801384213046	01/21/23	$3.76	114	$429.12	0	0.00	114	$429.12
801385213046	01/21/23	$4.34	179	$776.95	0	0.00	179	$776.95
801387213039	01/21/23	$1.92	50	$95.91	0	0.00	50	$95.91
801388211460	01/21/23	$2.99	3	$8.97	0	0.00	3	$8.97
801389213131	01/21/23	$1.46	85	$124.29	0	0.00	85	$124.29
801391213067	01/21/23	$1.17	8	$9.33	0	0.00	8	$9.33
801392213021	01/21/23	$1.59	14	$22.22	0	0.00	14	$22.22
801393213114	01/21/23	$1.32	26	$34.40	0	0.00	26	$34.40
801395213046	01/21/23	$1.47	6	$8.81	0	0.00	6	$8.81
801396213115	01/21/23	$2.50	54	$134.87	0	0.00	54	$134.87
801397213065	01/21/23	$3.39	348	$1,181.28	0	0.00	348	$1,181.28
801398212883	01/21/23	$2.19	39	$85.56	0	0.00	39	$85.56
801399212782	01/21/23	$2.35	3	$7.05	0	0.00	3	$7.05
801400213087	01/21/23	$3.63	141	$511.35	0	0.00	141	$511.35
801401213056	01/21/23	$1.56	48	$75.03	0	0.00	48	$75.03
801403213102	01/21/23	$1.68	44	$74.02	0	0.00	44	$74.02
801404212693	01/21/23	$2.07	8	$16.57	0	0.00	8	$16.57
801405212135	01/21/23	$3.33	20	$66.61	0	0.00	20	$66.61
801406212984	01/21/23	$6.96	263	$1,831.25	0	0.00	263	$1,831.25
801407213061	01/21/23	$5.33	21	$111.99	0	0.00	21	$111.99

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SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801408213061	01/21/23	$3.61	56	$201.98	0	0.00	56	$201.98
801409212661	01/21/23	$2.17	26	$56.45	0	0.00	26	$56.45
801411212994	01/21/23	$4.01	13	$52.17	0	0.00	13	$52.17
801412213007	01/21/23	$1.60	8	$12.77	0	0.00	8	$12.77
801413213017	01/21/23	$2.85	13	$37.05	0	0.00	13	$37.05
801415211903	01/21/23	$2.94	4	$11.77	0	0.00	4	$11.77
463406221215	01/22/23	$12.06	7	$84.45	0	0.00	7	$84.45
463413221809	01/22/23	$4.60	24	$110.50	0	0.00	24	$110.50
463418221139	01/22/23	$1.00	1	$1.00	0	0.00	1	$1.00
463425220889	01/22/23	$5.00	1	$5.00	0	0.00	1	$5.00
463429221968	01/22/23	$3.89	14	$54.50	0	0.00	14	$54.50
463439221749	01/22/23	$7.79	5	$38.95	0	0.00	5	$38.95
463442221615	01/22/23	$16.67	6	$100.00	0	0.00	6	$100.00
463448221595	01/22/23	$5.75	8	$46.00	0	0.00	8	$46.00
463566221854	01/22/23	$1.00	1	$1.00	0	0.00	1	$1.00
463581221625	01/22/23	$6.30	5	$31.50	0	0.00	5	$31.50
801322223052	01/22/23	$4.37	55	$240.45	0	0.00	55	$240.45
801323223137	01/22/23	$7.38	748	$5,521.74	0	0.00	748	$5,521.74
801324222971	01/22/23	$4.54	201	$911.90	0	0.00	201	$911.90
801325223135	01/22/23	$6.54	825	$5,396.02	0	0.00	825	$5,396.02
801326223088	01/22/23	$5.61	44	$246.94	0	0.00	44	$246.94
801327223134	01/22/23	$5.64	213	$1,200.43	0	0.00	213	$1,200.43
801328223135	01/22/23	$5.69	1,019	$5,798.73	0	0.00	1,019	$5,798.73
801330223135	01/22/23	$4.67	484	$2,262.26	0	0.00	484	$2,262.26
801331223109	01/22/23	$2.43	226	$549.26	0	0.00	226	$549.26
801332223107	01/22/23	$4.02	94	$378.19	0	0.00	94	$378.19
801333223047	01/22/23	$4.40	78	$343.28	0	0.00	78	$343.28
801335222932	01/22/23	$4.43	42	$186.26	0	0.00	42	$186.26
801336223135	01/22/23	$6.30	521	$3,282.05	0	0.00	521	$3,282.05
801338223013	01/22/23	$3.33	29	$96.45	0	0.00	29	$96.45
801339223047	01/22/23	$4.01	434	$1,738.70	0	0.00	434	$1,738.70
801340223136	01/22/23	$7.15	1,425	$10,190.43	0	0.00	1,425	$10,190.43
801341223136	01/22/23	$8.73	977	$8,525.93	0	0.00	977	$8,525.93
801342222769	01/22/23	$4.05	15	$60.70	0	0.00	15	$60.70
801343223134	01/22/23	$1.52	175	$266.75	0	0.00	175	$266.75
801344222159	01/22/23	$1.51	5	$7.57	0	0.00	5	$7.57
801346223120	01/22/23	$1.81	19	$34.35	0	0.00	19	$34.35
801347223004	01/22/23	$1.68	7	$11.75	0	0.00	7	$11.75
801348222211	01/22/23	$1.94	5	$9.71	0	0.00	5	$9.71
801349223082	01/22/23	$1.75	11	$19.20	0	0.00	11	$19.20
801350223032	01/22/23	$2.18	10	$21.80	0	0.00	10	$21.80
801351223135	01/22/23	$1.53	790	$1,209.39	0	0.00	790	$1,209.39
801353223044	01/22/23	$2.63	47	$123.79	0	0.00	47	$123.79
801354223091	01/22/23	$2.18	521	$1,136.92	0	0.00	521	$1,136.92
801355222271	01/22/23	$5.13	3	$15.40	0	0.00	3	$15.40
801356223087	01/22/23	$1.48	30	$44.37	0	0.00	30	$44.37
801357222924	01/22/23	$1.46	42	$61.23	0	0.00	42	$61.23
801358223079	01/22/23	$2.39	168	$401.84	0	0.00	168	$401.84
801359223067	01/22/23	$3.48	333	$1,159.39	0	0.00	333	$1,159.39
801361223066	01/22/23	$3.19	508	$1,621.30	0	0.00	508	$1,621.30
801362223064	01/22/23	$3.94	164	$646.40	0	0.00	164	$646.40
801363223063	01/22/23	$2.96	56	$165.67	0	0.00	56	$165.67
801364223067	01/22/23	$3.98	138	$549.16	0	0.00	138	$549.16
801365223058	01/22/23	$3.52	46	$161.85	0	0.00	46	$161.85
801366222557	01/22/23	$2.85	7	$19.95	0	0.00	7	$19.95
801367223009	01/22/23	$4.59	83	$381.35	0	0.00	83	$381.35
801368223061	01/22/23	$5.46	107	$584.40	0	0.00	107	$584.40

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SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801369223128	01/22/23	$7.35	79	$580.47	0	0.00	79	$580.47
801370223128	01/22/23	$4.99	118	$588.49	0	0.00	118	$588.49
801372223135	01/22/23	$5.51	188	$1,035.33	0	0.00	188	$1,035.33
801373223125	01/22/23	$5.51	216	$1,189.67	0	0.00	216	$1,189.67
801374223134	01/22/23	$5.48	223	$1,221.71	0	0.00	223	$1,221.71
801375223132	01/22/23	$5.67	320	$1,813.26	0	0.00	320	$1,813.26
801376222247	01/22/23	$3.90	108	$421.20	0	0.00	108	$421.20
801377223046	01/22/23	$4.06	205	$832.52	0	0.00	205	$832.52
801379222962	01/22/23	$5.38	90	$483.80	0	0.00	90	$483.80
801380222894	01/22/23	$1.84	70	$128.56	0	0.00	70	$128.56
801381223048	01/22/23	$2.15	136	$292.72	0	0.00	136	$292.72
801382223054	01/22/23	$19.54	229	$4,473.60	0	0.00	229	$4,473.60
801383222971	01/22/23	$2.05	38	$77.97	0	0.00	38	$77.97
801384223047	01/22/23	$3.27	131	$427.99	0	0.00	131	$427.99
801385223047	01/22/23	$4.10	176	$721.64	0	0.00	176	$721.64
801387223040	01/22/23	$1.99	47	$93.38	0	0.00	47	$93.38
801388221461	01/22/23	$2.79	8	$22.35	0	0.00	8	$22.35
801389223132	01/22/23	$1.24	79	$97.89	0	0.00	79	$97.89
801391223068	01/22/23	$0.77	11	$8.52	0	0.00	11	$8.52
801392223022	01/22/23	$1.74	26	$45.35	0	0.00	26	$45.35
801393223115	01/22/23	$1.21	36	$43.73	0	0.00	36	$43.73
801395223047	01/22/23	$2.18	5	$10.88	0	0.00	5	$10.88
801396223116	01/22/23	$1.93	156	$301.15	0	0.00	156	$301.15
801397223066	01/22/23	$3.37	384	$1,292.49	0	0.00	384	$1,292.49
801398222884	01/22/23	$2.34	88	$205.54	0	0.00	88	$205.54
801400223088	01/22/23	$3.17	189	$598.46	0	0.00	189	$598.46
801401223057	01/22/23	$3.54	4	$14.16	0	0.00	4	$14.16
801403223103	01/22/23	$1.93	19	$36.75	0	0.00	19	$36.75
801404222694	01/22/23	$2.23	29	$64.73	0	0.00	29	$64.73
801405222136	01/22/23	$2.96	45	$133.09	0	0.00	45	$133.09
801406222985	01/22/23	$19.88	200	$3,976.85	0	0.00	200	$3,976.85
801407223062	01/22/23	$4.23	42	$177.65	0	0.00	42	$177.65
801408223062	01/22/23	$3.32	64	$212.47	0	0.00	64	$212.47
801409222662	01/22/23	$1.75	9	$15.78	0	0.00	9	$15.78
801411222995	01/22/23	$6.31	11	$69.45	0	0.00	11	$69.45
801412223008	01/22/23	$1.63	10	$16.28	0	0.00	10	$16.28
801413223018	01/22/23	$4.65	19	$88.33	0	0.00	19	$88.33
801415221904	01/22/23	$1.17	2	$2.33	0	0.00	2	$2.33
463406231216	01/23/23	$7.50	1	$7.50	0	0.00	1	$7.50
463413231810	01/23/23	$4.23	30	$126.95	0	0.00	30	$126.95
463425230890	01/23/23	$0.45	1	$0.45	0	0.00	1	$0.45
463429231969	01/23/23	$2.11	14	$29.50	0	0.00	14	$29.50
463439231750	01/23/23	$5.63	4	$22.50	0	0.00	4	$22.50
463442231616	01/23/23	$13.25	6	$79.50	0	0.00	6	$79.50
463448231596	01/23/23	$7.50	6	$45.00	0	0.00	6	$45.00
463581231626	01/23/23	$5.00	7	$35.00	0	0.00	7	$35.00
801322233053	01/23/23	$3.90	59	$230.25	0	0.00	59	$230.25
801323233138	01/23/23	$7.30	751	$5,485.02	0	0.00	751	$5,485.02
801324232972	01/23/23	$4.47	215	$961.45	0	0.00	215	$961.45
801325233136	01/23/23	$6.46	795	$5,133.17	0	0.00	795	$5,133.17
801326233089	01/23/23	$4.12	49	$201.76	0	0.00	49	$201.76
801327233135	01/23/23	$5.13	175	$898.51	0	0.00	175	$898.51
801328233136	01/23/23	$5.86	859	$5,029.84	0	0.00	859	$5,029.84
801330233136	01/23/23	$4.84	451	$2,182.09	0	0.00	451	$2,182.09
801331233110	01/23/23	$2.36	199	$469.50	0	0.00	199	$469.50
801332233108	01/23/23	$3.58	54	$193.06	0	0.00	54	$193.06
801333233048	01/23/23	$4.46	66	$294.48	0	0.00	66	$294.48

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Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801335232933	01/23/23	$3.81	44	$167.85	0	0.00	44	$167.85
801336233136	01/23/23	$6.57	391	$2,569.93	0	0.00	391	$2,569.93
801338233014	01/23/23	$3.40	30	$102.05	0	0.00	30	$102.05
801339233048	01/23/23	$3.82	378	$1,445.59	0	0.00	378	$1,445.59
801340233137	01/23/23	$7.01	1,456	$10,213.59	0	0.00	1,456	$10,213.59
801341233137	01/23/23	$7.69	973	$7,481.50	0	0.00	973	$7,481.50
801342232770	01/23/23	$2.97	17	$50.45	0	0.00	17	$50.45
801343233135	01/23/23	$1.54	170	$262.08	0	0.00	170	$262.08
801344232160	01/23/23	$1.65	3	$4.95	0	0.00	3	$4.95
801346233121	01/23/23	$1.26	23	$29.06	0	0.00	23	$29.06
801347233005	01/23/23	$1.41	7	$9.89	0	0.00	7	$9.89
801348232212	01/23/23	$1.54	4	$6.15	0	0.00	4	$6.15
801349233083	01/23/23	$1.68	6	$10.10	0	0.00	6	$10.10
801350233033	01/23/23	$1.48	17	$25.16	0	0.00	17	$25.16
801351233136	01/23/23	$1.66	786	$1,300.95	0	0.00	786	$1,300.95
801353233045	01/23/23	$2.46	52	$128.08	0	0.00	52	$128.08
801354233092	01/23/23	$2.44	567	$1,381.05	0	0.00	567	$1,381.05
801355232272	01/23/23	$3.51	5	$17.56	0	0.00	5	$17.56
801356233088	01/23/23	$2.01	16	$32.17	0	0.00	16	$32.17
801357232925	01/23/23	$2.13	16	$34.04	0	0.00	16	$34.04
801358233080	01/23/23	$2.70	196	$528.77	0	0.00	196	$528.77
801359233068	01/23/23	$3.55	262	$930.43	0	0.00	262	$930.43
801361233067	01/23/23	$3.57	381	$1,359.44	0	0.00	381	$1,359.44
801362233065	01/23/23	$4.50	116	$521.77	0	0.00	116	$521.77
801363233064	01/23/23	$4.86	38	$184.55	0	0.00	38	$184.55
801364233068	01/23/23	$2.99	109	$326.36	0	0.00	109	$326.36
801365233059	01/23/23	$3.61	50	$180.68	0	0.00	50	$180.68
801366232558	01/23/23	$2.90	9	$26.10	0	0.00	9	$26.10
801367233010	01/23/23	$5.06	73	$369.70	0	0.00	73	$369.70
801368233062	01/23/23	$4.60	113	$519.55	0	0.00	113	$519.55
801369233129	01/23/23	$6.90	77	$531.44	0	0.00	77	$531.44
801370233129	01/23/23	$6.78	90	$610.35	0	0.00	90	$610.35
801372233136	01/23/23	$4.47	172	$768.26	0	0.00	172	$768.26
801373233126	01/23/23	$4.96	160	$792.97	0	0.00	160	$792.97
801374233135	01/23/23	$5.50	166	$913.68	0	0.00	166	$913.68
801375233133	01/23/23	$5.51	245	$1,350.72	0	0.00	245	$1,350.72
801376232248	01/23/23	$4.38	87	$381.18	0	0.00	87	$381.18
801377233047	01/23/23	$4.10	139	$570.24	0	0.00	139	$570.24
801379232963	01/23/23	$4.72	85	$401.30	0	0.00	85	$401.30
801380232895	01/23/23	$1.94	47	$91.21	0	0.00	47	$91.21
801381233049	01/23/23	$2.29	137	$313.76	0	0.00	137	$313.76
801382233055	01/23/23	$19.11	220	$4,204.25	0	0.00	220	$4,204.25
801383232972	01/23/23	$1.96	35	$68.43	0	0.00	35	$68.43
801384233048	01/23/23	$3.05	127	$387.41	0	0.00	127	$387.41
801385233048	01/23/23	$4.09	135	$552.35	0	0.00	135	$552.35
801387233041	01/23/23	$2.29	57	$130.46	0	0.00	57	$130.46
801388231462	01/23/23	$1.93	3	$5.80	0	0.00	3	$5.80
801389233133	01/23/23	$1.92	31	$59.51	0	0.00	31	$59.51
801391233069	01/23/23	$1.57	6	$9.42	0	0.00	6	$9.42
801392233023	01/23/23	$1.47	19	$27.87	0	0.00	19	$27.87
801393233116	01/23/23	$1.25	23	$28.73	0	0.00	23	$28.73
801395233048	01/23/23	$7.68	3	$23.05	0	0.00	3	$23.05
801396233117	01/23/23	$2.22	197	$437.36	0	0.00	197	$437.36
801397233067	01/23/23	$3.74	329	$1,228.88	0	0.00	329	$1,228.88
801398232885	01/23/23	$2.60	147	$382.31	0	0.00	147	$382.31
801399232783	01/23/23	$1.55	5	$7.75	0	0.00	5	$7.75
801400233089	01/23/23	$3.07	186	$570.89	0	0.00	186	$570.89

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SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801401233058	01/23/23	$2.03	20	$40.66	0	0.00	20	$40.66
801403233104	01/23/23	$1.71	30	$51.25	0	0.00	30	$51.25
801404232695	01/23/23	$2.58	23	$59.41	0	0.00	23	$59.41
801405232137	01/23/23	$3.03	65	$196.81	0	0.00	65	$196.81
801406232986	01/23/23	$20.35	196	$3,988.60	0	0.00	196	$3,988.60
801407233063	01/23/23	$4.52	41	$185.13	0	0.00	41	$185.13
801408233063	01/23/23	$3.06	52	$159.16	0	0.00	52	$159.16
801409232663	01/23/23	$2.04	31	$63.31	0	0.00	31	$63.31
801411232996	01/23/23	$4.52	27	$122.03	0	0.00	27	$122.03
801412233009	01/23/23	$2.07	14	$28.95	0	0.00	14	$28.95
801413233019	01/23/23	$3.14	10	$31.42	0	0.00	10	$31.42
801415231905	01/23/23	$1.69	8	$13.52	0	0.00	8	$13.52
463413241811	01/24/23	$3.36	7	$23.50	0	0.00	7	$23.50
463418241140	01/24/23	$5.00	1	$5.00	0	0.00	1	$5.00
463429241970	01/24/23	$5.92	20	$118.45	0	0.00	20	$118.45
463439241751	01/24/23	$7.75	2	$15.50	0	0.00	2	$15.50
463442241617	01/24/23	$8.50	3	$25.50	0	0.00	3	$25.50
463448241597	01/24/23	$2.42	6	$14.50	0	0.00	6	$14.50
463566241855	01/24/23	$8.04	24	$193.00	0	0.00	24	$193.00
463581241627	01/24/23	$7.81	8	$62.45	0	0.00	8	$62.45
801322243054	01/24/23	$3.93	35	$137.70	0	0.00	35	$137.70
801323243139	01/24/23	$6.32	555	$3,505.00	0	0.00	555	$3,505.00
801324242973	01/24/23	$4.94	139	$686.36	0	0.00	139	$686.36
801325243137	01/24/23	$6.10	449	$2,738.77	0	0.00	449	$2,738.77
801326243090	01/24/23	$3.60	30	$107.92	0	0.00	30	$107.92
801327243136	01/24/23	$5.44	139	$755.70	0	0.00	139	$755.70
801328243137	01/24/23	$4.85	780	$3,784.18	0	0.00	780	$3,784.18
801330243137	01/24/23	$4.31	394	$1,699.79	0	0.00	394	$1,699.79
801331243111	01/24/23	$1.84	208	$383.31	0	0.00	208	$383.31
801332243109	01/24/23	$4.67	47	$219.62	0	0.00	47	$219.62
801333243049	01/24/23	$5.20	42	$218.45	0	0.00	42	$218.45
801334242483	01/24/23	$2.30	2	$4.60	0	0.00	2	$4.60
801335242934	01/24/23	$3.43	32	$109.85	0	0.00	32	$109.85
801336243137	01/24/23	$5.42	256	$1,387.58	0	0.00	256	$1,387.58
801338243015	01/24/23	$2.70	19	$51.31	0	0.00	19	$51.31
801339243049	01/24/23	$4.09	209	$855.59	0	0.00	209	$855.59
801340243138	01/24/23	$7.19	868	$6,240.59	0	0.00	868	$6,240.59
801341243138	01/24/23	$7.60	809	$6,145.85	0	0.00	809	$6,145.85
801342242771	01/24/23	$3.98	8	$31.80	0	0.00	8	$31.80
801343243136	01/24/23	$1.28	355	$455.42	0	0.00	355	$455.42
801344242161	01/24/23	$1.64	6	$9.83	0	0.00	6	$9.83
801346243122	01/24/23	$1.12	63	$70.85	0	0.00	63	$70.85
801347243006	01/24/23	$1.75	37	$64.59	0	0.00	37	$64.59
801348242213	01/24/23	$1.35	1	$1.35	0	0.00	1	$1.35
801349243084	01/24/23	$1.61	95	$152.69	0	0.00	95	$152.69
801350243034	01/24/23	$1.31	51	$66.60	0	0.00	51	$66.60
801351243137	01/24/23	$1.44	455	$655.21	0	0.00	455	$655.21
801353243046	01/24/23	$2.93	35	$102.66	0	0.00	35	$102.66
801354243093	01/24/23	$2.33	204	$475.21	0	0.00	204	$475.21
801355242273	01/24/23	$5.06	2	$10.11	0	0.00	2	$10.11
801356243089	01/24/23	$1.25	41	$51.08	0	0.00	41	$51.08
801357242926	01/24/23	$3.30	9	$29.71	0	0.00	9	$29.71
801358243081	01/24/23	$2.29	112	$256.74	0	0.00	112	$256.74
801359243069	01/24/23	$3.38	174	$588.71	0	0.00	174	$588.71
801361243068	01/24/23	$3.46	277	$959.37	0	0.00	277	$959.37
801362243066	01/24/23	$3.55	87	$309.27	0	0.00	87	$309.27
801363243065	01/24/23	$4.60	34	$156.36	0	0.00	34	$156.36

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SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801364243069	01/24/23	$3.48	101	$351.71	0	0.00	101	$351.71
801365243060	01/24/23	$4.81	30	$144.18	0	0.00	30	$144.18
801366242559	01/24/23	$6.35	1	$6.35	0	0.00	1	$6.35
801367243011	01/24/23	$4.76	32	$152.35	0	0.00	32	$152.35
801368243063	01/24/23	$5.27	54	$284.40	0	0.00	54	$284.40
801369243130	01/24/23	$7.76	57	$442.23	0	0.00	57	$442.23
801370243130	01/24/23	$6.92	51	$352.73	0	0.00	51	$352.73
801372243137	01/24/23	$4.43	91	$403.58	0	0.00	91	$403.58
801373243127	01/24/23	$4.54	106	$481.09	0	0.00	106	$481.09
801374243136	01/24/23	$5.66	101	$571.23	0	0.00	101	$571.23
801375243134	01/24/23	$5.35	223	$1,194.04	0	0.00	223	$1,194.04
801376242249	01/24/23	$4.17	62	$258.80	0	0.00	62	$258.80
801377243048	01/24/23	$4.27	66	$281.78	0	0.00	66	$281.78
801379242964	01/24/23	$5.51	72	$396.95	0	0.00	72	$396.95
801380242896	01/24/23	$1.56	12	$18.68	0	0.00	12	$18.68
801381243050	01/24/23	$2.24	116	$260.11	0	0.00	116	$260.11
801382243056	01/24/23	$19.45	127	$2,469.55	0	0.00	127	$2,469.55
801383242973	01/24/23	$2.04	20	$40.80	0	0.00	20	$40.80
801384243049	01/24/23	$3.30	111	$366.32	0	0.00	111	$366.32
801385243049	01/24/23	$4.34	91	$395.12	0	0.00	91	$395.12
801387243042	01/24/23	$1.85	37	$68.53	0	0.00	37	$68.53
801389243134	01/24/23	$1.45	100	$144.62	0	0.00	100	$144.62
801391243070	01/24/23	$0.81	7	$5.65	0	0.00	7	$5.65
801392243024	01/24/23	$1.32	16	$21.07	0	0.00	16	$21.07
801393243117	01/24/23	$1.33	24	$31.90	0	0.00	24	$31.90
801395243049	01/24/23	$0.98	4	$3.90	0	0.00	4	$3.90
801396243118	01/24/23	$1.77	45	$79.73	0	0.00	45	$79.73
801397243068	01/24/23	$2.83	291	$824.40	0	0.00	291	$824.40
801398242886	01/24/23	$2.46	48	$117.96	0	0.00	48	$117.96
801399242784	01/24/23	$1.77	3	$5.30	0	0.00	3	$5.30
801400243090	01/24/23	$3.41	147	$501.43	0	0.00	147	$501.43
801401243059	01/24/23	$1.71	50	$85.48	0	0.00	50	$85.48
801403243105	01/24/23	$1.82	36	$65.51	0	0.00	36	$65.51
801404242696	01/24/23	$2.49	18	$44.77	0	0.00	18	$44.77
801405242138	01/24/23	$2.91	23	$66.93	0	0.00	23	$66.93
801406242987	01/24/23	$4.87	295	$1,436.95	0	0.00	295	$1,436.95
801407243064	01/24/23	$6.55	28	$183.26	0	0.00	28	$183.26
801408243064	01/24/23	$3.04	35	$106.25	0	0.00	35	$106.25
801409242664	01/24/23	$2.45	29	$71.15	0	0.00	29	$71.15
801411242997	01/24/23	$7.16	19	$136.00	0	0.00	19	$136.00
801412243010	01/24/23	$1.21	7	$8.44	0	0.00	7	$8.44
801413243020	01/24/23	$4.10	11	$45.10	0	0.00	11	$45.10
801415241906	01/24/23	$1.10	1	$1.10	0	0.00	1	$1.10
463413251812	01/25/23	$4.50	11	$49.50	0	0.00	11	$49.50
463418251141	01/25/23	$5.25	2	$10.50	0	0.00	2	$10.50
463429251971	01/25/23	$4.31	32	$137.95	0	0.00	32	$137.95
463439251752	01/25/23	$5.75	2	$11.50	0	0.00	2	$11.50
463442251618	01/25/23	$2.50	1	$2.50	0	0.00	1	$2.50
463448251598	01/25/23	$4.35	13	$56.50	0	0.00	13	$56.50
463566251856	01/25/23	$7.17	29	$208.00	0	0.00	29	$208.00
463581251628	01/25/23	$2.33	3	$7.00	0	0.00	3	$7.00
801322253055	01/25/23	$2.91	33	$96.04	0	0.00	33	$96.04
801323253140	01/25/23	$6.53	498	$3,251.91	0	0.00	498	$3,251.91
801324252974	01/25/23	$4.25	110	$467.96	0	0.00	110	$467.96
801325253138	01/25/23	$5.43	470	$2,550.31	0	0.00	470	$2,550.31
801326253091	01/25/23	$4.06	27	$109.65	0	0.00	27	$109.65
801327253137	01/25/23	$5.87	143	$838.93	0	0.00	143	$838.93

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YOUR CARD PROCESSING STATEMENT

Merchant Number	275173125889
Customer Service	Website - Phone - 1-800-432-7628

Statement Period 01/01/23 - 01/31/23

SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801328253138	01/25/23	$4.87	801	$3,904.83	0	0.00	801	$3,904.83
801330253138	01/25/23	$4.59	412	$1,891.93	0	0.00	412	$1,891.93
801331253112	01/25/23	$1.72	175	$301.34	0	0.00	175	$301.34
801332253110	01/25/23	$4.16	62	$257.99	0	0.00	62	$257.99
801333253050	01/25/23	$5.33	46	$245.12	0	0.00	46	$245.12
801335252935	01/25/23	$2.97	44	$130.78	0	0.00	44	$130.78
801336253138	01/25/23	$5.99	232	$1,388.80	0	0.00	232	$1,388.80
801338253016	01/25/23	$3.43	20	$68.50	0	0.00	20	$68.50
801339253050	01/25/23	$4.12	183	$754.83	0	0.00	183	$754.83
801340253139	01/25/23	$6.34	747	$4,733.00	0	0.00	747	$4,733.00
801341253139	01/25/23	$7.91	739	$5,847.50	0	0.00	739	$5,847.50
801342252772	01/25/23	$3.10	6	$18.60	0	0.00	6	$18.60
801343253137	01/25/23	$1.26	379	$477.91	0	0.00	379	$477.91
801344252162	01/25/23	$1.45	10	$14.47	0	0.00	10	$14.47
801346253123	01/25/23	$1.35	43	$57.85	0	0.00	43	$57.85
801347253007	01/25/23	$2.17	33	$71.71	0	0.00	33	$71.71
801349253085	01/25/23	$1.86	69	$128.26	0	0.00	69	$128.26
801350253035	01/25/23	$1.61	60	$96.64	0	0.00	60	$96.64
801351253138	01/25/23	$1.34	460	$617.50	0	0.00	460	$617.50
801353253047	01/25/23	$2.34	34	$79.65	0	0.00	34	$79.65
801354253094	01/25/23	$2.20	171	$375.41	0	0.00	171	$375.41
801355252274	01/25/23	$4.76	4	$19.04	0	0.00	4	$19.04
801356253090	01/25/23	$1.04	45	$46.95	0	0.00	45	$46.95
801357252927	01/25/23	$2.50	14	$34.95	0	0.00	14	$34.95
801358253082	01/25/23	$2.25	63	$141.49	0	0.00	63	$141.49
801359253070	01/25/23	$3.11	202	$628.56	0	0.00	202	$628.56
801361253069	01/25/23	$3.15	375	$1,179.95	0	0.00	375	$1,179.95
801362253067	01/25/23	$4.26	86	$366.50	0	0.00	86	$366.50
801363253066	01/25/23	$4.56	39	$177.92	0	0.00	39	$177.92
801364253070	01/25/23	$3.22	136	$437.42	0	0.00	136	$437.42
801365253061	01/25/23	$2.79	38	$106.05	0	0.00	38	$106.05
801366252560	01/25/23	$4.35	2	$8.70	0	0.00	2	$8.70
801367253012	01/25/23	$4.58	47	$215.40	0	0.00	47	$215.40
801368253064	01/25/23	$6.22	59	$367.20	0	0.00	59	$367.20
801369253131	01/25/23	$5.63	54	$303.77	0	0.00	54	$303.77
801370253131	01/25/23	$5.81	43	$249.63	0	0.00	43	$249.63
801372253138	01/25/23	$5.29	80	$423.35	0	0.00	80	$423.35
801373253128	01/25/23	$4.87	94	$457.44	0	0.00	94	$457.44
801374253137	01/25/23	$5.25	115	$603.99	0	0.00	115	$603.99
801375253135	01/25/23	$4.46	193	$860.77	0	0.00	193	$860.77
801376252250	01/25/23	$4.45	79	$351.60	0	0.00	79	$351.60
801377253049	01/25/23	$3.87	50	$193.65	0	0.00	50	$193.65
801379252965	01/25/23	$3.98	67	$266.95	0	0.00	67	$266.95
801380252897	01/25/23	$1.53	16	$24.50	0	0.00	16	$24.50
801381253051	01/25/23	$2.07	107	$221.65	0	0.00	107	$221.65
801382253057	01/25/23	$19.08	147	$2,804.85	0	0.00	147	$2,804.85
801383252974	01/25/23	$2.04	15	$30.59	0	0.00	15	$30.59
801384253050	01/25/23	$3.44	110	$377.98	0	0.00	110	$377.98
801385253050	01/25/23	$4.10	96	$393.80	0	0.00	96	$393.80
801387253043	01/25/23	$2.31	36	$83.02	0	0.00	36	$83.02
801389253135	01/25/23	$1.64	91	$149.05	0	0.00	91	$149.05
801391253071	01/25/23	$1.01	15	$15.20	0	0.00	15	$15.20
801392253025	01/25/23	$1.20	13	$15.60	0	0.00	13	$15.60
801393253118	01/25/23	$1.36	23	$31.31	0	0.00	23	$31.31
801395253050	01/25/23	$1.00	5	$5.00	0	0.00	5	$5.00
801396253119	01/25/23	$2.04	56	$114.14	0	0.00	56	$114.14
801397253069	01/25/23	$3.34	251	$838.55	0	0.00	251	$838.55

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SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801398252887	01/25/23	$2.67	30	$80.19	0	0.00	30	$80.19
801399252785	01/25/23	$4.35	2	$8.70	0	0.00	2	$8.70
801400253091	01/25/23	$3.72	140	$520.78	0	0.00	140	$520.78
801401253060	01/25/23	$2.79	38	$105.87	0	0.00	38	$105.87
801403253106	01/25/23	$1.76	38	$66.70	0	0.00	38	$66.70
801404252697	01/25/23	$2.67	11	$29.32	0	0.00	11	$29.32
801405252139	01/25/23	$2.21	16	$35.37	0	0.00	16	$35.37
801406252988	01/25/23	$4.41	269	$1,185.85	0	0.00	269	$1,185.85
801407253065	01/25/23	$6.02	29	$174.72	0	0.00	29	$174.72
801408253065	01/25/23	$3.18	33	$104.95	0	0.00	33	$104.95
801409252665	01/25/23	$2.98	39	$116.33	0	0.00	39	$116.33
801411252998	01/25/23	$4.71	13	$61.26	0	0.00	13	$61.26
801412253011	01/25/23	$1.40	11	$15.42	0	0.00	11	$15.42
801413253021	01/25/23	$3.45	12	$41.44	0	0.00	12	$41.44
801415251907	01/25/23	$2.18	5	$10.92	0	0.00	5	$10.92
463413261813	01/26/23	$4.89	9	$44.00	0	0.00	9	$44.00
463418261142	01/26/23	$3.75	2	$7.50	0	0.00	2	$7.50
463429261972	01/26/23	$5.33	21	$111.95	0	0.00	21	$111.95
463439261753	01/26/23	$3.75	2	$7.50	0	0.00	2	$7.50
463442261619	01/26/23	$1.00	1	$1.00	0	0.00	1	$1.00
463448261599	01/26/23	$4.75	10	$47.50	0	0.00	10	$47.50
463566261857	01/26/23	$7.07	30	$212.00	0	0.00	30	$212.00
463581261629	01/26/23	$3.21	7	$22.50	0	0.00	7	$22.50
801322263056	01/26/23	$2.93	31	$90.80	0	0.00	31	$90.80
801323263141	01/26/23	$6.93	521	$3,612.46	0	0.00	521	$3,612.46
801324262975	01/26/23	$5.22	121	$631.11	0	0.00	121	$631.11
801325263139	01/26/23	$5.74	515	$2,954.35	0	0.00	515	$2,954.35
801326263092	01/26/23	$3.81	28	$106.62	0	0.00	28	$106.62
801327263138	01/26/23	$4.51	133	$599.17	0	0.00	133	$599.17
801328263139	01/26/23	$5.12	769	$3,936.99	0	0.00	769	$3,936.99
801330263139	01/26/23	$4.58	427	$1,954.76	0	0.00	427	$1,954.76
801331263113	01/26/23	$1.73	197	$340.90	0	0.00	197	$340.90
801332263111	01/26/23	$4.86	37	$179.91	0	0.00	37	$179.91
801333263051	01/26/23	$4.58	42	$192.47	0	0.00	42	$192.47
801335262936	01/26/23	$3.14	31	$97.40	0	0.00	31	$97.40
801336263139	01/26/23	$6.16	270	$1,664.07	0	0.00	270	$1,664.07
801338263017	01/26/23	$3.28	25	$82.05	0	0.00	25	$82.05
801339263051	01/26/23	$3.91	250	$976.85	0	0.00	250	$976.85
801340263140	01/26/23	$7.30	904	$6,600.69	0	0.00	904	$6,600.69
801341263140	01/26/23	$8.12	707	$5,742.83	0	0.00	707	$5,742.83
801342262773	01/26/23	$3.04	13	$39.50	0	0.00	13	$39.50
801343263138	01/26/23	$1.24	380	$472.88	0	0.00	380	$472.88
801344262163	01/26/23	$1.35	2	$2.69	0	0.00	2	$2.69
801346263124	01/26/23	$1.04	40	$41.44	0	0.00	40	$41.44
801347263008	01/26/23	$2.08	48	$99.78	0	0.00	48	$99.78
801348262214	01/26/23	$4.39	4	$17.55	0	0.00	4	$17.55
801349263086	01/26/23	$1.74	111	$193.46	0	0.00	111	$193.46
801350263036	01/26/23	$1.67	58	$96.99	0	0.00	58	$96.99
801351263139	01/26/23	$1.44	459	$661.16	0	0.00	459	$661.16
801353263048	01/26/23	$2.56	44	$112.44	0	0.00	44	$112.44
801354263095	01/26/23	$2.11	227	$478.38	0	0.00	227	$478.38
801355262275	01/26/23	$4.22	5	$21.12	0	0.00	5	$21.12
801356263091	01/26/23	$1.11	39	$43.43	0	0.00	39	$43.43
801357262928	01/26/23	$2.71	20	$54.10	0	0.00	20	$54.10
801358263083	01/26/23	$2.20	97	$213.56	0	0.00	97	$213.56
801359263071	01/26/23	$3.61	222	$800.64	0	0.00	222	$800.64
801361263070	01/26/23	$3.28	341	$1,117.71	0	0.00	341	$1,117.71

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SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801362263068	01/26/23	$4.09	82	$335.59	0	0.00	82	$335.59
801363263067	01/26/23	$3.91	46	$179.99	0	0.00	46	$179.99
801364263071	01/26/23	$3.46	130	$450.31	0	0.00	130	$450.31
801365263062	01/26/23	$3.93	37	$145.40	0	0.00	37	$145.40
801366262561	01/26/23	$2.35	2	$4.70	0	0.00	2	$4.70
801367263013	01/26/23	$5.41	46	$248.75	0	0.00	46	$248.75
801368263065	01/26/23	$5.63	61	$343.40	0	0.00	61	$343.40
801369263132	01/26/23	$5.73	48	$275.14	0	0.00	48	$275.14
801370263132	01/26/23	$6.24	61	$380.91	0	0.00	61	$380.91
801372263139	01/26/23	$5.25	98	$514.14	0	0.00	98	$514.14
801373263129	01/26/23	$5.49	104	$570.61	0	0.00	104	$570.61
801374263138	01/26/23	$5.36	168	$901.21	0	0.00	168	$901.21
801375263136	01/26/23	$5.29	222	$1,175.16	0	0.00	222	$1,175.16
801376262251	01/26/23	$4.31	87	$375.34	0	0.00	87	$375.34
801377263050	01/26/23	$3.88	66	$256.19	0	0.00	66	$256.19
801379262966	01/26/23	$5.08	65	$330.15	0	0.00	65	$330.15
801380262898	01/26/23	$2.08	14	$29.17	0	0.00	14	$29.17
801381263052	01/26/23	$2.27	103	$233.32	0	0.00	103	$233.32
801382263058	01/26/23	$19.15	143	$2,737.75	0	0.00	143	$2,737.75
801383262975	01/26/23	$2.00	13	$26.06	0	0.00	13	$26.06
801384263051	01/26/23	$3.27	138	$451.85	0	0.00	138	$451.85
801385263051	01/26/23	$4.03	146	$587.92	0	0.00	146	$587.92
801387263044	01/26/23	$2.10	46	$96.74	0	0.00	46	$96.74
801388261463	01/26/23	$3.71	1	$3.71	0	0.00	1	$3.71
801389263136	01/26/23	$1.42	111	$157.47	0	0.00	111	$157.47
801391263072	01/26/23	$1.45	14	$20.23	0	0.00	14	$20.23
801392263026	01/26/23	$1.79	14	$25.10	0	0.00	14	$25.10
801393263119	01/26/23	$1.26	17	$21.34	0	0.00	17	$21.34
801395263051	01/26/23	$1.02	3	$3.05	0	0.00	3	$3.05
801396263120	01/26/23	$2.47	83	$205.27	0	0.00	83	$205.27
801397263070	01/26/23	$3.41	278	$946.87	0	0.00	278	$946.87
801398262888	01/26/23	$1.94	32	$61.93	0	0.00	32	$61.93
801399262786	01/26/23	$1.19	2	$2.37	0	0.00	2	$2.37
801400263092	01/26/23	$2.91	182	$529.95	0	0.00	182	$529.95
801401263061	01/26/23	$1.71	34	$58.13	0	0.00	34	$58.13
801403263107	01/26/23	$1.71	52	$88.85	0	0.00	52	$88.85
801404262698	01/26/23	$2.41	12	$28.91	0	0.00	12	$28.91
801405262140	01/26/23	$2.78	16	$44.44	0	0.00	16	$44.44
801406262989	01/26/23	$4.43	324	$1,435.45	0	0.00	324	$1,435.45
801407263066	01/26/23	$5.12	43	$220.16	0	0.00	43	$220.16
801408263066	01/26/23	$3.55	29	$103.00	0	0.00	29	$103.00
801409262666	01/26/23	$2.77	32	$88.60	0	0.00	32	$88.60
801411262999	01/26/23	$5.27	5	$26.36	0	0.00	5	$26.36
801412263012	01/26/23	$1.72	13	$22.38	0	0.00	13	$22.38
801413263022	01/26/23	$3.29	19	$62.60	0	0.00	19	$62.60
801415261908	01/26/23	$2.10	1	$2.10	0	0.00	1	$2.10
463413271814	01/27/23	$4.17	12	$50.00	0	0.00	12	$50.00
463429271973	01/27/23	$4.39	32	$140.45	0	0.00	32	$140.45
463442271620	01/27/23	$6.50	1	$6.50	0	0.00	1	$6.50
463448271600	01/27/23	$3.64	7	$25.50	0	0.00	7	$25.50
463566271858	01/27/23	$7.47	29	$216.50	0	0.00	29	$216.50
463581271630	01/27/23	$8.00	4	$32.00	0	0.00	4	$32.00
801322273057	01/27/23	$3.02	23	$69.38	0	0.00	23	$69.38
801323273142	01/27/23	$6.90	525	$3,620.59	0	0.00	525	$3,620.59
801324272976	01/27/23	$4.43	124	$549.40	0	0.00	124	$549.40
801325273140	01/27/23	$6.40	520	$3,329.04	0	0.00	520	$3,329.04
801326273093	01/27/23	$4.11	26	$106.78	0	0.00	26	$106.78

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SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801327273139	01/27/23	$5.23	132	$690.03	0	0.00	132	$690.03
801328273140	01/27/23	$5.18	794	$4,114.57	0	0.00	794	$4,114.57
801330273140	01/27/23	$4.63	409	$1,892.95	0	0.00	409	$1,892.95
801331273114	01/27/23	$2.04	180	$367.32	0	0.00	180	$367.32
801332273112	01/27/23	$4.13	55	$227.06	0	0.00	55	$227.06
801333273052	01/27/23	$6.81	32	$217.80	0	0.00	32	$217.80
801334272484	01/27/23	$20.35	1	$20.35	0	0.00	1	$20.35
801335272937	01/27/23	$3.65	49	$178.70	0	0.00	49	$178.70
801336273140	01/27/23	$5.93	342	$2,026.96	0	0.00	342	$2,026.96
801338273018	01/27/23	$3.74	18	$67.30	0	0.00	18	$67.30
801339273052	01/27/23	$3.83	285	$1,091.01	0	0.00	285	$1,091.01
801340273141	01/27/23	$6.82	884	$6,031.95	0	0.00	884	$6,031.95
801341273141	01/27/23	$7.95	782	$6,214.24	0	0.00	782	$6,214.24
801342272774	01/27/23	$2.55	10	$25.50	0	0.00	10	$25.50
801343273139	01/27/23	$1.28	350	$447.26	0	0.00	350	$447.26
801344272164	01/27/23	$1.41	6	$8.43	0	0.00	6	$8.43
801346273125	01/27/23	$1.13	48	$54.14	0	0.00	48	$54.14
801347273009	01/27/23	$2.32	33	$76.58	0	0.00	33	$76.58
801348272215	01/27/23	$1.37	4	$5.48	0	0.00	4	$5.48
801349273087	01/27/23	$2.17	67	$145.68	0	0.00	67	$145.68
801350273037	01/27/23	$1.67	55	$91.95	0	0.00	55	$91.95
801351273140	01/27/23	$1.42	539	$765.50	0	0.00	539	$765.50
801353273049	01/27/23	$2.91	31	$90.22	0	0.00	31	$90.22
801354273096	01/27/23	$2.10	224	$469.44	0	0.00	224	$469.44
801355272276	01/27/23	$6.01	1	$6.01	0	0.00	1	$6.01
801356273092	01/27/23	$1.23	36	$44.36	0	0.00	36	$44.36
801357272929	01/27/23	$3.16	16	$50.51	0	0.00	16	$50.51
801358273084	01/27/23	$2.29	86	$196.91	0	0.00	86	$196.91
801359273072	01/27/23	$3.30	251	$827.44	0	0.00	251	$827.44
801361273071	01/27/23	$3.25	343	$1,113.91	0	0.00	343	$1,113.91
801362273069	01/27/23	$4.17	108	$450.11	0	0.00	108	$450.11
801363273068	01/27/23	$3.17	46	$145.74	0	0.00	46	$145.74
801364273072	01/27/23	$3.69	119	$439.13	0	0.00	119	$439.13
801365273063	01/27/23	$3.71	31	$115.16	0	0.00	31	$115.16
801366272562	01/27/23	$1.85	2	$3.70	0	0.00	2	$3.70
801367273014	01/27/23	$6.06	36	$218.25	0	0.00	36	$218.25
801368273066	01/27/23	$6.76	63	$425.85	0	0.00	63	$425.85
801369273133	01/27/23	$6.96	74	$514.68	0	0.00	74	$514.68
801370273133	01/27/23	$4.92	56	$275.62	0	0.00	56	$275.62
801372273140	01/27/23	$4.61	86	$396.50	0	0.00	86	$396.50
801373273130	01/27/23	$4.90	130	$636.43	0	0.00	130	$636.43
801374273139	01/27/23	$5.48	145	$795.16	0	0.00	145	$795.16
801375273137	01/27/23	$5.14	225	$1,155.45	0	0.00	225	$1,155.45
801376272252	01/27/23	$4.60	112	$515.16	0	0.00	112	$515.16
801377273051	01/27/23	$4.30	88	$378.50	0	0.00	88	$378.50
801379272967	01/27/23	$5.79	87	$503.85	0	0.00	87	$503.85
801380272899	01/27/23	$1.70	19	$32.35	0	0.00	19	$32.35
801381273053	01/27/23	$2.07	121	$250.15	0	0.00	121	$250.15
801382273059	01/27/23	$19.46	162	$3,153.15	0	0.00	162	$3,153.15
801383272976	01/27/23	$1.73	18	$31.22	0	0.00	18	$31.22
801384273052	01/27/23	$3.45	114	$393.34	0	0.00	114	$393.34
801385273052	01/27/23	$4.53	115	$521.31	0	0.00	115	$521.31
801387273045	01/27/23	$2.02	46	$92.71	0	0.00	46	$92.71
801389273137	01/27/23	$1.28	101	$129.09	0	0.00	101	$129.09
801391273073	01/27/23	$1.07	9	$9.60	0	0.00	9	$9.60
801392273027	01/27/23	$1.81	25	$45.30	0	0.00	25	$45.30
801393273120	01/27/23	$0.97	32	$30.93	0	0.00	32	$30.93

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YOUR CARD PROCESSING STATEMENT

Merchant Number	275173125889
Customer Service	Website - Phone - 1-800-432-7628

Statement Period 01/01/23 - 01/31/23

SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801395273052	01/27/23	$1.69	10	$16.93	0	0.00	10	$16.93
801396273121	01/27/23	$2.11	39	$82.24	0	0.00	39	$82.24
801397273071	01/27/23	$3.75	286	$1,072.56	0	0.00	286	$1,072.56
801398272889	01/27/23	$2.59	23	$59.58	0	0.00	23	$59.58
801399272787	01/27/23	$0.93	7	$6.50	0	0.00	7	$6.50
801400273093	01/27/23	$3.28	154	$504.51	0	0.00	154	$504.51
801401273062	01/27/23	$1.76	49	$86.00	0	0.00	49	$86.00
801403273108	01/27/23	$2.21	32	$70.81	0	0.00	32	$70.81
801404272699	01/27/23	$3.54	7	$24.81	0	0.00	7	$24.81
801405272141	01/27/23	$2.61	19	$49.64	0	0.00	19	$49.64
801406272990	01/27/23	$4.40	293	$1,290.40	0	0.00	293	$1,290.40
801407273067	01/27/23	$7.02	24	$168.41	0	0.00	24	$168.41
801408273067	01/27/23	$4.31	37	$159.63	0	0.00	37	$159.63
801409272667	01/27/23	$2.69	22	$59.21	0	0.00	22	$59.21
801411273000	01/27/23	$4.92	15	$73.78	0	0.00	15	$73.78
801412273013	01/27/23	$2.08	5	$10.39	0	0.00	5	$10.39
801413273023	01/27/23	$4.47	25	$111.74	0	0.00	25	$111.74
801415271909	01/27/23	$1.44	4	$5.75	0	0.00	4	$5.75
463406281217	01/28/23	$2.00	4	$8.00	0	0.00	4	$8.00
463413281815	01/28/23	$5.16	19	$98.00	0	0.00	19	$98.00
463429281974	01/28/23	$4.27	22	$94.00	0	0.00	22	$94.00
463439281754	01/28/23	$4.90	5	$24.50	0	0.00	5	$24.50
463442281621	01/28/23	$9.50	2	$19.00	0	0.00	2	$19.00
463448281601	01/28/23	$3.80	10	$38.00	0	0.00	10	$38.00
463566281859	01/28/23	$8.22	25	$205.45	0	0.00	25	$205.45
463581281631	01/28/23	$5.99	5	$29.95	0	0.00	5	$29.95
801322283058	01/28/23	$3.25	93	$302.50	0	0.00	93	$302.50
801323283143	01/28/23	$7.10	607	$4,307.99	0	0.00	607	$4,307.99
801324282977	01/28/23	$3.78	137	$518.39	0	0.00	137	$518.39
801325283141	01/28/23	$6.12	585	$3,581.90	0	0.00	585	$3,581.90
801326283094	01/28/23	$3.21	41	$131.44	0	0.00	41	$131.44
801327283140	01/28/23	$5.23	166	$868.01	0	0.00	166	$868.01
801328283141	01/28/23	$5.80	1,020	$5,913.19	0	0.00	1,020	$5,913.19
801330283141	01/28/23	$4.58	466	$2,133.05	0	0.00	466	$2,133.05
801331283115	01/28/23	$2.14	226	$483.82	0	0.00	226	$483.82
801332283113	01/28/23	$4.04	78	$315.45	0	0.00	78	$315.45
801333283053	01/28/23	$3.80	46	$174.92	0	0.00	46	$174.92
801335282938	01/28/23	$2.74	71	$194.40	0	0.00	71	$194.40
801336283141	01/28/23	$6.10	359	$2,191.51	0	0.00	359	$2,191.51
801338283019	01/28/23	$3.12	35	$109.09	0	0.00	35	$109.09
801339283053	01/28/23	$4.06	304	$1,233.70	0	0.00	304	$1,233.70
801340283142	01/28/23	$6.52	791	$5,157.90	0	0.00	791	$5,157.90
801341283142	01/28/23	$8.01	797	$6,385.25	0	0.00	797	$6,385.25
801342282775	01/28/23	$1.65	7	$11.53	0	0.00	7	$11.53
801343283140	01/28/23	$1.27	351	$445.07	0	0.00	351	$445.07
801344282165	01/28/23	$0.93	4	$3.71	0	0.00	4	$3.71
801346283126	01/28/23	$1.25	71	$89.08	0	0.00	71	$89.08
801347283010	01/28/23	$1.71	38	$65.02	0	0.00	38	$65.02
801348282216	01/28/23	$1.88	8	$15.05	0	0.00	8	$15.05
801349283088	01/28/23	$1.70	77	$131.00	0	0.00	77	$131.00
801350283038	01/28/23	$1.43	38	$54.34	0	0.00	38	$54.34
801351283141	01/28/23	$1.39	503	$697.08	0	0.00	503	$697.08
801353283050	01/28/23	$1.92	35	$67.10	0	0.00	35	$67.10
801354283097	01/28/23	$2.09	236	$493.11	0	0.00	236	$493.11
801355282277	01/28/23	$2.11	6	$12.67	0	0.00	6	$12.67
801356283093	01/28/23	$1.26	38	$47.77	0	0.00	38	$47.77
801357282930	01/28/23	$2.97	17	$50.50	0	0.00	17	$50.50

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SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801358283085	01/28/23	$3.28	68	$223.17	0	0.00	68	$223.17
801359283073	01/28/23	$3.43	253	$868.18	0	0.00	253	$868.18
801361283072	01/28/23	$3.09	438	$1,351.58	0	0.00	438	$1,351.58
801362283070	01/28/23	$4.57	110	$503.13	0	0.00	110	$503.13
801363283069	01/28/23	$4.21	41	$172.77	0	0.00	41	$172.77
801364283073	01/28/23	$3.41	147	$501.53	0	0.00	147	$501.53
801365283064	01/28/23	$4.36	37	$161.25	0	0.00	37	$161.25
801366282563	01/28/23	$2.45	7	$17.17	0	0.00	7	$17.17
801367283015	01/28/23	$4.53	57	$258.45	0	0.00	57	$258.45
801368283067	01/28/23	$5.83	68	$396.75	0	0.00	68	$396.75
801369283134	01/28/23	$6.69	77	$515.26	0	0.00	77	$515.26
801370283134	01/28/23	$4.51	102	$459.54	0	0.00	102	$459.54
801372283141	01/28/23	$5.16	98	$505.66	0	0.00	98	$505.66
801373283131	01/28/23	$4.55	126	$572.80	0	0.00	126	$572.80
801374283140	01/28/23	$5.47	198	$1,082.91	0	0.00	198	$1,082.91
801375283138	01/28/23	$5.27	227	$1,196.54	0	0.00	227	$1,196.54
801376282253	01/28/23	$3.93	95	$373.24	0	0.00	95	$373.24
801377283052	01/28/23	$3.83	64	$244.82	0	0.00	64	$244.82
801379282968	01/28/23	$4.59	87	$399.60	0	0.00	87	$399.60
801380282900	01/28/23	$1.85	23	$42.63	0	0.00	23	$42.63
801381283054	01/28/23	$2.11	121	$254.98	0	0.00	121	$254.98
801382283060	01/28/23	$19.42	139	$2,699.50	0	0.00	139	$2,699.50
801383282977	01/28/23	$1.75	30	$52.55	0	0.00	30	$52.55
801384283053	01/28/23	$3.89	99	$384.74	0	0.00	99	$384.74
801385283053	01/28/23	$4.50	128	$576.27	0	0.00	128	$576.27
801387283046	01/28/23	$1.61	45	$72.57	0	0.00	45	$72.57
801388281464	01/28/23	$3.85	1	$3.85	0	0.00	1	$3.85
801389283138	01/28/23	$1.50	84	$126.09	0	0.00	84	$126.09
801391283074	01/28/23	$1.14	13	$14.87	0	0.00	13	$14.87
801392283028	01/28/23	$1.48	15	$22.20	0	0.00	15	$22.20
801393283121	01/28/23	$0.99	31	$30.79	0	0.00	31	$30.79
801395283053	01/28/23	$0.97	5	$4.87	0	0.00	5	$4.87
801396283122	01/28/23	$2.13	44	$93.81	0	0.00	44	$93.81
801397283072	01/28/23	$3.36	340	$1,142.51	0	0.00	340	$1,142.51
801398282890	01/28/23	$2.76	22	$60.82	0	0.00	22	$60.82
801399282788	01/28/23	$2.17	2	$4.33	0	0.00	2	$4.33
801400283094	01/28/23	$3.21	141	$453.30	0	0.00	141	$453.30
801401283063	01/28/23	$1.79	54	$96.79	0	0.00	54	$96.79
801403283109	01/28/23	$1.95	39	$76.00	0	0.00	39	$76.00
801404282700	01/28/23	$3.45	8	$27.57	0	0.00	8	$27.57
801405282142	01/28/23	$1.94	13	$25.20	0	0.00	13	$25.20
801406282991	01/28/23	$6.32	245	$1,547.55	0	0.00	245	$1,547.55
801407283068	01/28/23	$5.87	21	$123.18	0	0.00	21	$123.18
801408283068	01/28/23	$3.32	39	$129.60	0	0.00	39	$129.60
801409282668	01/28/23	$2.68	13	$34.85	0	0.00	13	$34.85
801411283001	01/28/23	$6.61	10	$66.05	0	0.00	10	$66.05
801412283014	01/28/23	$1.83	9	$16.45	0	0.00	9	$16.45
801413283024	01/28/23	$3.71	41	$152.17	0	0.00	41	$152.17
801415281910	01/28/23	$1.06	4	$4.22	0	0.00	4	$4.22
463406291218	01/29/23	$12.83	3	$38.50	0	0.00	3	$38.50
463413291816	01/29/23	$3.83	18	$69.00	0	0.00	18	$69.00
463418291143	01/29/23	$1.00	1	$1.00	0	0.00	1	$1.00
463425290891	01/29/23	$5.75	4	$23.00	0	0.00	4	$23.00
463429291975	01/29/23	$2.15	13	$28.00	0	0.00	13	$28.00
463439291755	01/29/23	$3.50	2	$7.00	0	0.00	2	$7.00
463442291622	01/29/23	$10.50	3	$31.50	0	0.00	3	$31.50
463448291602	01/29/23	$12.83	3	$38.50	0	0.00	3	$38.50

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SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
463566291860	01/29/23	$8.50	2	$17.00	0	0.00	2	$17.00
463581291632	01/29/23	$7.50	5	$37.50	0	0.00	5	$37.50
801322293059	01/29/23	$5.60	64	$358.40	0	0.00	64	$358.40
801323293144	01/29/23	$7.10	773	$5,487.15	0	0.00	773	$5,487.15
801324292978	01/29/23	$3.88	224	$869.62	0	0.00	224	$869.62
801325293142	01/29/23	$6.72	776	$5,214.00	0	0.00	776	$5,214.00
801326293095	01/29/23	$4.08	33	$134.70	0	0.00	33	$134.70
801327293141	01/29/23	$5.15	209	$1,076.03	0	0.00	209	$1,076.03
801328293142	01/29/23	$5.69	1,240	$7,060.76	0	0.00	1,240	$7,060.76
801330293142	01/29/23	$4.71	537	$2,529.88	0	0.00	537	$2,529.88
801331293116	01/29/23	$2.39	265	$633.84	0	0.00	265	$633.84
801332293114	01/29/23	$4.36	52	$226.95	0	0.00	52	$226.95
801333293054	01/29/23	$3.56	79	$281.22	0	0.00	79	$281.22
801334292485	01/29/23	$1.35	1	$1.35	0	0.00	1	$1.35
801335292939	01/29/23	$2.97	134	$398.55	0	0.00	134	$398.55
801336293142	01/29/23	$5.78	523	$3,021.50	0	0.00	523	$3,021.50
801338293020	01/29/23	$3.16	57	$180.35	0	0.00	57	$180.35
801339293054	01/29/23	$3.71	444	$1,645.97	0	0.00	444	$1,645.97
801340293143	01/29/23	$6.37	1,189	$7,568.57	0	0.00	1,189	$7,568.57
801341293143	01/29/23	$7.95	968	$7,691.65	0	0.00	968	$7,691.65
801342292776	01/29/23	$2.88	23	$66.29	0	0.00	23	$66.29
801343293141	01/29/23	$1.38	169	$232.86	0	0.00	169	$232.86
801346293127	01/29/23	$1.39	25	$34.82	0	0.00	25	$34.82
801347293011	01/29/23	$1.31	10	$13.05	0	0.00	10	$13.05
801348292217	01/29/23	$2.17	9	$19.54	0	0.00	9	$19.54
801349293089	01/29/23	$1.12	8	$8.93	0	0.00	8	$8.93
801350293039	01/29/23	$1.37	25	$34.26	0	0.00	25	$34.26
801351293142	01/29/23	$1.49	679	$1,015.03	0	0.00	679	$1,015.03
801353293051	01/29/23	$2.74	32	$87.58	0	0.00	32	$87.58
801354293098	01/29/23	$2.26	419	$945.64	0	0.00	419	$945.64
801356293094	01/29/23	$2.31	20	$46.14	0	0.00	20	$46.14
801357292931	01/29/23	$3.40	14	$47.65	0	0.00	14	$47.65
801358293086	01/29/23	$2.20	142	$312.26	0	0.00	142	$312.26
801359293074	01/29/23	$3.38	358	$1,209.88	0	0.00	358	$1,209.88
801361293073	01/29/23	$3.21	566	$1,817.76	0	0.00	566	$1,817.76
801362293071	01/29/23	$4.72	181	$854.62	0	0.00	181	$854.62
801363293070	01/29/23	$3.80	64	$242.92	0	0.00	64	$242.92
801364293074	01/29/23	$3.65	166	$606.04	0	0.00	166	$606.04
801365293065	01/29/23	$4.33	38	$164.70	0	0.00	38	$164.70
801366292564	01/29/23	$2.08	5	$10.40	0	0.00	5	$10.40
801367293016	01/29/23	$4.61	66	$304.05	0	0.00	66	$304.05
801368293068	01/29/23	$5.63	106	$596.75	0	0.00	106	$596.75
801369293135	01/29/23	$5.88	71	$417.54	0	0.00	71	$417.54
801370293135	01/29/23	$5.85	125	$731.53	0	0.00	125	$731.53
801371291194	01/29/23	$3.12	4	$12.49	0	0.00	4	$12.49
801372293142	01/29/23	$5.40	128	$690.90	0	0.00	128	$690.90
801373293132	01/29/23	$5.16	120	$619.50	0	0.00	120	$619.50
801374293141	01/29/23	$5.56	184	$1,022.52	0	0.00	184	$1,022.52
801375293139	01/29/23	$5.04	289	$1,457.76	0	0.00	289	$1,457.76
801376292254	01/29/23	$4.51	78	$352.02	0	0.00	78	$352.02
801377293053	01/29/23	$3.94	67	$263.84	0	0.00	67	$263.84
801379292969	01/29/23	$4.97	89	$441.95	0	0.00	89	$441.95
801380292901	01/29/23	$1.85	47	$87.15	0	0.00	47	$87.15
801381293055	01/29/23	$2.39	134	$320.42	0	0.00	134	$320.42
801382293061	01/29/23	$19.19	198	$3,799.70	0	0.00	198	$3,799.70
801383292978	01/29/23	$2.05	24	$49.24	0	0.00	24	$49.24
801384293054	01/29/23	$3.44	136	$467.65	0	0.00	136	$467.65

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Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801385293054	01/29/23	$4.14	148	$612.21	0	0.00	148	$612.21
801387293047	01/29/23	$1.84	41	$75.37	0	0.00	41	$75.37
801388291465	01/29/23	$2.36	9	$21.26	0	0.00	9	$21.26
801389293139	01/29/23	$1.23	60	$73.90	0	0.00	60	$73.90
801391293075	01/29/23	$1.49	22	$32.67	0	0.00	22	$32.67
801392293029	01/29/23	$1.04	18	$18.69	0	0.00	18	$18.69
801393293122	01/29/23	$1.24	35	$43.47	0	0.00	35	$43.47
801395293054	01/29/23	$2.10	8	$16.83	0	0.00	8	$16.83
801396293123	01/29/23	$2.04	93	$189.89	0	0.00	93	$189.89
801397293073	01/29/23	$3.73	338	$1,259.49	0	0.00	338	$1,259.49
801398292891	01/29/23	$2.42	68	$164.32	0	0.00	68	$164.32
801400293095	01/29/23	$3.12	212	$660.50	0	0.00	212	$660.50
801401293064	01/29/23	$1.35	2	$2.70	0	0.00	2	$2.70
801403293110	01/29/23	$1.54	19	$29.20	0	0.00	19	$29.20
801404292701	01/29/23	$2.68	20	$53.68	0	0.00	20	$53.68
801405292143	01/29/23	$2.54	39	$99.04	0	0.00	39	$99.04
801406292992	01/29/23	$20.17	177	$3,570.90	0	0.00	177	$3,570.90
801407293069	01/29/23	$4.23	20	$84.50	0	0.00	20	$84.50
801408293069	01/29/23	$3.75	55	$206.28	0	0.00	55	$206.28
801409292669	01/29/23	$1.90	27	$51.41	0	0.00	27	$51.41
801411293002	01/29/23	$4.30	30	$129.04	0	0.00	30	$129.04
801412293015	01/29/23	$1.10	6	$6.57	0	0.00	6	$6.57
801413293025	01/29/23	$3.77	25	$94.18	0	0.00	25	$94.18
801415291911	01/29/23	$1.35	5	$6.75	0	0.00	5	$6.75
463413301817	01/30/23	$7.00	18	$126.00	0	0.00	18	$126.00
463429301976	01/30/23	$2.50	17	$42.50	0	0.00	17	$42.50
463439301756	01/30/23	$20.17	3	$60.50	0	0.00	3	$60.50
463442301623	01/30/23	$9.20	5	$46.00	0	0.00	5	$46.00
463448301603	01/30/23	$14.17	6	$85.00	0	0.00	6	$85.00
463581301633	01/30/23	$9.33	6	$56.00	0	0.00	6	$56.00
801322303060	01/30/23	$5.18	45	$232.96	0	0.00	45	$232.96
801323303145	01/30/23	$7.45	688	$5,128.97	0	0.00	688	$5,128.97
801324302979	01/30/23	$4.31	188	$809.52	0	0.00	188	$809.52
801325303143	01/30/23	$6.78	815	$5,527.35	0	0.00	815	$5,527.35
801326303096	01/30/23	$5.06	34	$172.00	0	0.00	34	$172.00
801327303142	01/30/23	$4.96	196	$972.75	0	0.00	196	$972.75
801328303143	01/30/23	$5.98	954	$5,701.15	0	0.00	954	$5,701.15
801330303143	01/30/23	$5.16	392	$2,023.07	0	0.00	392	$2,023.07
801331303117	01/30/23	$2.35	194	$456.54	0	0.00	194	$456.54
801332303115	01/30/23	$3.65	64	$233.42	0	0.00	64	$233.42
801333303055	01/30/23	$4.34	72	$312.25	0	0.00	72	$312.25
801335302940	01/30/23	$4.05	74	$300.05	0	0.00	74	$300.05
801336303143	01/30/23	$6.36	410	$2,606.25	0	0.00	410	$2,606.25
801338303021	01/30/23	$3.49	26	$90.74	0	0.00	26	$90.74
801339303055	01/30/23	$3.81	373	$1,422.67	0	0.00	373	$1,422.67
801340303144	01/30/23	$7.00	1,267	$8,868.65	0	0.00	1,267	$8,868.65
801341303144	01/30/23	$7.66	898	$6,878.15	0	0.00	898	$6,878.15
801342302777	01/30/23	$3.14	14	$43.90	0	0.00	14	$43.90
801343303142	01/30/23	$1.30	249	$324.87	0	0.00	249	$324.87
801344302166	01/30/23	$0.98	2	$1.95	0	0.00	2	$1.95
801346303128	01/30/23	$1.31	19	$24.85	0	0.00	19	$24.85
801347303012	01/30/23	$1.47	11	$16.15	0	0.00	11	$16.15
801348302218	01/30/23	$1.48	2	$2.95	0	0.00	2	$2.95
801349303090	01/30/23	$1.29	12	$15.48	0	0.00	12	$15.48
801350303040	01/30/23	$1.70	18	$30.54	0	0.00	18	$30.54
801351303143	01/30/23	$1.65	817	$1,347.16	0	0.00	817	$1,347.16
801353303052	01/30/23	$2.26	38	$85.85	0	0.00	38	$85.85

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Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801354303099	01/30/23	$2.14	613	$1,311.18	0	0.00	613	$1,311.18
801355302278	01/30/23	$3.49	5	$17.44	0	0.00	5	$17.44
801356303095	01/30/23	$2.48	19	$47.04	0	0.00	19	$47.04
801357302932	01/30/23	$2.72	29	$78.78	0	0.00	29	$78.78
801358303087	01/30/23	$2.58	204	$525.57	0	0.00	204	$525.57
801359303075	01/30/23	$3.77	238	$898.44	0	0.00	238	$898.44
801361303074	01/30/23	$3.39	376	$1,275.40	0	0.00	376	$1,275.40
801362303072	01/30/23	$4.68	148	$691.92	0	0.00	148	$691.92
801363303071	01/30/23	$4.79	32	$153.32	0	0.00	32	$153.32
801364303075	01/30/23	$3.85	113	$435.61	0	0.00	113	$435.61
801365303066	01/30/23	$4.14	52	$215.51	0	0.00	52	$215.51
801366302565	01/30/23	$4.26	10	$42.55	0	0.00	10	$42.55
801367303017	01/30/23	$5.24	64	$335.05	0	0.00	64	$335.05
801368303069	01/30/23	$5.37	101	$542.80	0	0.00	101	$542.80
801369303136	01/30/23	$7.43	80	$594.53	0	0.00	80	$594.53
801370303136	01/30/23	$5.41	98	$530.52	0	0.00	98	$530.52
801371301195	01/30/23	$4.35	1	$4.35	0	0.00	1	$4.35
801372303143	01/30/23	$5.11	138	$705.40	0	0.00	138	$705.40
801373303133	01/30/23	$5.50	166	$913.17	0	0.00	166	$913.17
801374303142	01/30/23	$5.15	143	$737.15	0	0.00	143	$737.15
801375303140	01/30/23	$5.25	254	$1,333.54	0	0.00	254	$1,333.54
801376302255	01/30/23	$4.46	89	$397.15	0	0.00	89	$397.15
801377303054	01/30/23	$4.16	124	$515.95	0	0.00	124	$515.95
801379302970	01/30/23	$5.05	95	$479.40	0	0.00	95	$479.40
801380302902	01/30/23	$1.93	79	$152.69	0	0.00	79	$152.69
801381303056	01/30/23	$2.18	138	$300.52	0	0.00	138	$300.52
801382303062	01/30/23	$19.51	222	$4,331.15	0	0.00	222	$4,331.15
801383302979	01/30/23	$2.19	20	$43.82	0	0.00	20	$43.82
801384303055	01/30/23	$3.03	127	$384.71	0	0.00	127	$384.71
801385303055	01/30/23	$4.49	139	$623.63	0	0.00	139	$623.63
801387303048	01/30/23	$2.29	59	$135.20	0	0.00	59	$135.20
801388301466	01/30/23	$1.58	4	$6.30	0	0.00	4	$6.30
801389303140	01/30/23	$1.70	55	$93.58	0	0.00	55	$93.58
801391303076	01/30/23	$0.68	3	$2.05	0	0.00	3	$2.05
801392303030	01/30/23	$1.58	23	$36.44	0	0.00	23	$36.44
801393303123	01/30/23	$2.28	10	$22.75	0	0.00	10	$22.75
801395303055	01/30/23	$1.87	12	$22.48	0	0.00	12	$22.48
801396303124	01/30/23	$2.05	171	$351.09	0	0.00	171	$351.09
801397303074	01/30/23	$3.74	310	$1,158.72	0	0.00	310	$1,158.72
801398302892	01/30/23	$2.53	99	$250.15	0	0.00	99	$250.15
801399302789	01/30/23	$1.71	5	$8.55	0	0.00	5	$8.55
801400303096	01/30/23	$3.80	152	$577.47	0	0.00	152	$577.47
801401303065	01/30/23	$1.15	18	$20.75	0	0.00	18	$20.75
801403303111	01/30/23	$1.30	26	$33.75	0	0.00	26	$33.75
801404302702	01/30/23	$2.36	42	$98.99	0	0.00	42	$98.99
801405302144	01/30/23	$2.72	40	$108.99	0	0.00	40	$108.99
801406302993	01/30/23	$20.07	148	$2,970.40	0	0.00	148	$2,970.40
801407303070	01/30/23	$4.56	32	$145.96	0	0.00	32	$145.96
801408303070	01/30/23	$3.44	64	$220.10	0	0.00	64	$220.10
801409302670	01/30/23	$1.95	36	$70.23	0	0.00	36	$70.23
801411303003	01/30/23	$3.56	26	$92.68	0	0.00	26	$92.68
801412303016	01/30/23	$2.58	11	$28.34	0	0.00	11	$28.34
801413303026	01/30/23	$3.48	29	$101.00	0	0.00	29	$101.00
801415301912	01/30/23	$2.04	5	$10.19	0	0.00	5	$10.19
463413311818	01/31/23	$3.17	6	$19.00	0	0.00	6	$19.00
463429311977	01/31/23	$4.93	22	$108.45	0	0.00	22	$108.45
463439311757	01/31/23	$8.25	2	$16.50	0	0.00	2	$16.50

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SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
463442311624	01/31/23	$8.50	1	$8.50	0	0.00	1	$8.50
463448311604	01/31/23	$2.79	7	$19.50	0	0.00	7	$19.50
463566311861	01/31/23	$7.14	21	$150.00	0	0.00	21	$150.00
463581311634	01/31/23	$9.75	6	$58.50	0	0.00	6	$58.50
801322313061	01/31/23	$2.84	20	$56.80	0	0.00	20	$56.80
801323313146	01/31/23	$6.41	522	$3,345.22	0	0.00	522	$3,345.22
801324312980	01/31/23	$4.73	116	$549.18	0	0.00	116	$549.18
801325313144	01/31/23	$6.01	488	$2,931.27	0	0.00	488	$2,931.27
801326313097	01/31/23	$5.91	25	$147.69	0	0.00	25	$147.69
801327313143	01/31/23	$4.83	119	$575.13	0	0.00	119	$575.13
801328313144	01/31/23	$4.73	710	$3,359.89	0	0.00	710	$3,359.89
801330313144	01/31/23	$4.03	386	$1,556.45	0	0.00	386	$1,556.45
801331313118	01/31/23	$1.57	185	$290.67	0	0.00	185	$290.67
801332313116	01/31/23	$5.73	43	$246.34	0	0.00	43	$246.34
801333313056	01/31/23	$4.67	36	$168.04	0	0.00	36	$168.04
801335312941	01/31/23	$2.85	5	$14.25	0	0.00	5	$14.25
801336313144	01/31/23	$5.78	244	$1,411.39	0	0.00	244	$1,411.39
801338313022	01/31/23	$3.27	38	$124.22	0	0.00	38	$124.22
801339313056	01/31/23	$4.05	263	$1,064.06	0	0.00	263	$1,064.06
801340313145	01/31/23	$6.93	857	$5,935.89	0	0.00	857	$5,935.89
801341313145	01/31/23	$7.79	734	$5,720.95	0	0.00	734	$5,720.95
801342312778	01/31/23	$3.17	10	$31.74	0	0.00	10	$31.74
801343313143	01/31/23	$1.30	375	$487.23	0	0.00	375	$487.23
801344312167	01/31/23	$1.17	7	$8.21	0	0.00	7	$8.21
801346313129	01/31/23	$1.22	64	$78.34	0	0.00	64	$78.34
801347313013	01/31/23	$1.94	42	$81.47	0	0.00	42	$81.47
801348312219	01/31/23	$4.76	2	$9.51	0	0.00	2	$9.51
801349313091	01/31/23	$1.71	95	$162.77	0	0.00	95	$162.77
801350313041	01/31/23	$1.31	55	$72.17	0	0.00	55	$72.17
801351313144	01/31/23	$1.49	470	$698.66	0	0.00	470	$698.66
801353313053	01/31/23	$2.66	40	$106.57	0	0.00	40	$106.57
801354313100	01/31/23	$2.30	234	$538.66	0	0.00	234	$538.66
801355312279	01/31/23	$6.85	2	$13.69	0	0.00	2	$13.69
801356313096	01/31/23	$1.45	36	$52.34	0	0.00	36	$52.34
801357312933	01/31/23	$2.28	14	$31.89	0	0.00	14	$31.89
801358313088	01/31/23	$2.51	87	$218.68	0	0.00	87	$218.68
801359313076	01/31/23	$3.64	181	$658.20	0	0.00	181	$658.20
801361313075	01/31/23	$3.45	267	$920.47	0	0.00	267	$920.47
801362313073	01/31/23	$3.95	82	$323.51	0	0.00	82	$323.51
801363313072	01/31/23	$3.28	46	$150.98	0	0.00	46	$150.98
801364313076	01/31/23	$3.56	128	$455.17	0	0.00	128	$455.17
801365313067	01/31/23	$3.88	29	$112.50	0	0.00	29	$112.50
801366312566	01/31/23	$1.19	4	$4.77	0	0.00	4	$4.77
801367313018	01/31/23	$5.03	53	$266.65	0	0.00	53	$266.65
801368313070	01/31/23	$6.15	63	$387.20	0	0.00	63	$387.20
801369313137	01/31/23	$7.16	69	$493.88	0	0.00	69	$493.88
801370313137	01/31/23	$4.91	62	$304.40	0	0.00	62	$304.40
801372313144	01/31/23	$5.19	93	$482.37	0	0.00	93	$482.37
801373313134	01/31/23	$4.95	115	$569.43	0	0.00	115	$569.43
801374313143	01/31/23	$5.46	143	$780.62	0	0.00	143	$780.62
801375313141	01/31/23	$5.14	202	$1,037.55	0	0.00	202	$1,037.55
801376312256	01/31/23	$4.45	61	$271.33	0	0.00	61	$271.33
801377313055	01/31/23	$4.30	48	$206.33	0	0.00	48	$206.33
801379312971	01/31/23	$5.18	86	$445.40	0	0.00	86	$445.40
801380312903	01/31/23	$1.47	17	$24.99	0	0.00	17	$24.99
801381313057	01/31/23	$2.28	102	$232.12	0	0.00	102	$232.12
801382313063	01/31/23	$18.84	152	$2,863.60	0	0.00	152	$2,863.60

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YOUR CARD PROCESSING STATEMENT

Merchant Number	275173125889
Customer Service	Website - Phone - 1-800-432-7628

Statement Period 01/01/23 - 01/31/23

SUMMARY BY BATCH

Batch	Submit Date	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted	
			Items	Amount	Items	Amount	Items	Amount
801383312980	01/31/23	$2.07	13	$26.86	0	0.00	13	$26.86
801384313056	01/31/23	$3.64	125	$455.48	0	0.00	125	$455.48
801385313056	01/31/23	$4.24	112	$475.31	0	0.00	112	$475.31
801387313049	01/31/23	$1.80	41	$73.81	0	0.00	41	$73.81
801388311467	01/31/23	$1.10	1	$1.10	0	0.00	1	$1.10
801389313141	01/31/23	$1.36	89	$120.94	0	0.00	89	$120.94
801391313077	01/31/23	$0.84	10	$8.40	0	0.00	10	$8.40
801392313031	01/31/23	$1.17	28	$32.83	0	0.00	28	$32.83
801393313124	01/31/23	$1.77	17	$30.14	0	0.00	17	$30.14
801395313056	01/31/23	$1.26	11	$13.83	0	0.00	11	$13.83
801396313125	01/31/23	$2.77	41	$113.77	0	0.00	41	$113.77
801397313075	01/31/23	$3.20	248	$792.36	0	0.00	248	$792.36
801398312893	01/31/23	$2.34	26	$60.81	0	0.00	26	$60.81
801399312790	01/31/23	$0.85	2	$1.70	0	0.00	2	$1.70
801400313097	01/31/23	$3.44	149	$512.14	0	0.00	149	$512.14
801401313066	01/31/23	$1.40	46	$64.35	0	0.00	46	$64.35
801403313112	01/31/23	$1.80	43	$77.38	0	0.00	43	$77.38
801404312703	01/31/23	$1.82	9	$16.41	0	0.00	9	$16.41
801405312145	01/31/23	$2.43	13	$31.65	0	0.00	13	$31.65
801406312994	01/31/23	$4.40	325	$1,429.10	0	0.00	325	$1,429.10
801407313071	01/31/23	$6.33	33	$208.82	0	0.00	33	$208.82
801408313071	01/31/23	$2.27	15	$34.04	0	0.00	15	$34.04
801409312671	01/31/23	$2.08	30	$62.48	0	0.00	30	$62.48
801411313004	01/31/23	$4.48	18	$80.65	0	0.00	18	$80.65
801412313017	01/31/23	$2.81	5	$14.07	0	0.00	5	$14.07
801413313027	01/31/23	$3.16	29	$91.54	0	0.00	29	$91.54
801415311913	01/31/23	$2.82	5	$14.09	0	0.00	5	$14.09
Total			**364,860**	**$1,824,669.63**	**0**	**0.00**	**364,860**	**$1,824,669.63**

THIRD PARTY TRANSACTIONS

Transactions that are passed directly to Third Party Service Providers for processing and/or funding.

Date	Description	Amount
01/01/23	Transactions submitted to American Express	-$10,139.94
01/02/23	Transactions submitted to American Express	-$9,221.89
01/03/23	Transactions submitted to American Express	-$8,962.29
01/04/23	Transactions submitted to American Express	-$7,776.31
01/05/23	Transactions submitted to American Express	-$7,779.85
01/06/23	Transactions submitted to American Express	-$8,439.58
01/07/23	Transactions submitted to American Express	-$8,912.36
01/08/23	Transactions submitted to American Express	-$9,910.84
01/09/23	Transactions submitted to American Express	-$8,279.13
01/10/23	Transactions submitted to American Express	-$7,358.48
01/11/23	Transactions submitted to American Express	-$7,264.13
01/12/23	Transactions submitted to American Express	-$6,995.18
01/13/23	Transactions submitted to American Express	-$7,709.17
01/14/23	Transactions submitted to American Express	-$8,134.87
01/15/23	Transactions submitted to American Express	-$9,233.19
01/16/23	Transactions submitted to American Express	-$8,578.96
01/17/23	Transactions submitted to American Express	-$7,431.91
01/18/23	Transactions submitted to American Express	-$6,684.94
01/19/23	Transactions submitted to American Express	-$7,442.26
01/20/23	Transactions submitted to American Express	-$8,405.13
01/21/23	Transactions submitted to American Express	-$8,606.86
01/22/23	Transactions submitted to American Express	-$10,060.62

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THIRD PARTY TRANSACTIONS

Transactions that are passed directly to Third Party Service Providers for processing and/or funding.

Date	Description	Amount
01/23/23	Transactions submitted to American Express	-$8,453.21
01/24/23	Transactions submitted to American Express	-$7,075.43
01/25/23	Transactions submitted to American Express	-$7,073.19
01/26/23	Transactions submitted to American Express	-$7,875.61
01/27/23	Transactions submitted to American Express	-$8,225.73
01/28/23	Transactions submitted to American Express	-$8,441.43
01/29/23	Transactions submitted to American Express	-$10,391.37
01/30/23	Transactions submitted to American Express	-$8,037.47
01/31/23	Transactions submitted to American Express	-$7,497.05
TOTAL		**-$256,398.38**

CHARGEBACKS/REVERSALS

Transactions that are challenged or disputed by a cardholder or card-issuing bank.

Date	Reference No.	Description	Card Number (Last 4 Digits)	Amount
12/31/22	723643510301	Fraud Dispute-Cardholder did not authorize the transaction	8635	-$10.04
12/31/22	823633326001	Cardholder states transaction was not properly processed	3817	-$6.35
01/01/23	823643792901	Fraud Dispute-Cardholder did not authorize the transaction	1305	-$9.35
01/01/23	723653126801	Fraud Dispute-Cardholder did not authorize the transaction	1155	-$12.35
01/01/23	823635025501	Fraud Dispute-Cardholder did not authorize the transaction	5767	-$30.32
01/02/23	823653445501	Cardholder states transaction was not properly processed	8222	-$8.35
01/03/23	730023317401	Fraud Dispute-Cardholder did not authorize the transaction	1773	-$6.35
01/04/23	830033243701	Fraud Dispute-Cardholder did not authorize the transaction	5859	-$8.35
01/05/23	830033262501	Fraud Dispute-Cardholder did not authorize the transaction	0593	-$6.35
01/05/23	830033262701	Fraud Dispute-Cardholder did not authorize the transaction	0593	-$8.35
01/05/23	830033262401	Fraud Dispute-Cardholder did not authorize the transaction	0593	-$6.35
01/05/23	830033148601	Cardholder disputing service/merchandise	5373	-$12.35
01/05/23	830043218501	Cardholder states transaction was not properly processed	3781	-$26.35
01/05/23	830033262601	Fraud Dispute-Cardholder did not authorize the transaction	0593	-$5.35
01/06/23	730053813201	Cardholder disputing service/merchandise	1852	-$28.00
01/06/23	830034106401	Fraud Dispute-Cardholder did not authorize the transaction	4547	-$12.35
01/06/23	830034106501	Fraud Dispute-Cardholder did not authorize the transaction	4547	-$8.35
01/06/23	530060070401	Fraud Dispute-Cardholder did not authorize the transaction	2557	-$32.35
01/06/23	730053364301	Fraud Dispute-Cardholder did not authorize the transaction	6191	-$32.35
01/06/23	530060152701	Credit chargeback from issuer to offset previous Chargeback	0736	$12.35
01/06/23	730053717301	Fraud Dispute-Cardholder did not authorize the transaction	1818	-$4.35
01/06/23	830034106301	Fraud Dispute-Cardholder did not authorize the transaction	4547	-$12.35
01/06/23	830044098201	Cardholder disputing service/merchandise	7603	-$20.35
01/08/23	830064264001	Fraud Dispute-Cardholder did not authorize the transaction	5341	-$10.35
01/08/23	830053452101	Fraud Dispute-Cardholder did not authorize the transaction	1590	-$20.35
01/08/23	830064264101	Fraud Dispute-Cardholder did not authorize the transaction	5341	-$6.02
01/08/23	830063906301	Cardholder states transaction was not properly processed	6269	-$20.35
01/08/23	830065104901	Fraud Dispute-Cardholder did not authorize the transaction	6644	-$20.35
01/08/23	830064263901	Fraud Dispute-Cardholder did not authorize the transaction	5341	-$4.47
01/08/23	830064264201	Fraud Dispute-Cardholder did not authorize the transaction	5341	-$10.23
01/09/23	830074370401	Fraud Dispute-Cardholder did not authorize the transaction	4145	-$12.35
01/10/23	730093036101	Cardholder states transaction was not properly processed	9632	-$6.35
01/10/23	730093208301	Cardholder states transaction was not properly processed	6941	-$8.35
01/10/23	730093443301	Fraud Dispute-Cardholder did not authorize the transaction	4496	-$6.35
01/11/23	730103133601	Fraud Dispute-Cardholder did not authorize the transaction	1956	-$9.09
01/11/23	830093578901	Cardholder states transaction was not properly processed	8940	-$13.35
01/11/23	730103133501	Fraud Dispute-Cardholder did not authorize the transaction	1956	-$8.35
01/11/23	730103703501	Fraud Dispute-Cardholder did not authorize the transaction	6899	-$0.85
01/12/23	830104603501	Fraud Dispute-Cardholder did not authorize the transaction	3843	-$12.35
01/12/23	730113214901	Cardholder disputing service/merchandise	3701	-$6.69
01/12/23	730113214801	Cardholder disputing service/merchandise	3701	-$20.35
01/12/23	830103239501	Cardholder states transaction was not properly processed	6163	-$12.35

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CHARGEBACKS/REVERSALS

Transactions that are challenged or disputed by a cardholder or card-issuing bank.

Date	Reference No.	Description	Card Number (Last 4 Digits)	Amount
01/12/23	730113234501	Fraud Dispute-Cardholder did not authorize the transaction	8254	-$5.35
01/12/23	830103151601	Fraud Dispute-Cardholder did not authorize the transaction	3606	-$32.35
01/12/23	730113215001	Cardholder disputing service/merchandise	3701	-$12.91
01/13/23	730123407201	Cardholder states transaction was not properly processed	9007	-$8.35
01/13/23	830103337701	Fraud Dispute-Cardholder did not authorize the transaction	5939	-$8.35
01/13/23	830104237601	Cardholder states transaction was not properly processed	2861	-$12.35
01/13/23	730123467101	Fraud Dispute-Cardholder did not authorize the transaction	0004	-$20.35
01/13/23	830103337801	Fraud Dispute-Cardholder did not authorize the transaction	5939	-$4.35
01/13/23	830103337901	Fraud Dispute-Cardholder did not authorize the transaction	5939	-$4.35
01/13/23	730123150601	Cardholder states transaction was not properly processed	9349	-$12.35
01/14/23	730133556601	Fraud Dispute-Cardholder did not authorize the transaction	2718	-$31.20
01/14/23	830103537201	Cardholder disputing service/merchandise	0564	-$32.35
01/14/23	830124275501	Fraud Dispute-Cardholder did not authorize the transaction	3016	-$6.35
01/14/23	730133691301	Fraud Dispute-Cardholder did not authorize the transaction	7809	-$9.34
01/14/23	730133556701	Fraud Dispute-Cardholder did not authorize the transaction	2718	-$40.35
01/14/23	830124511001	Credit chargeback from issuer to offset previous Chargeback	7690	$32.35
01/15/23	730143237601	Cardholder states transaction was not properly processed	0734	-$8.35
01/15/23	830133061601	Cardholder states transaction was not properly processed	8128	-$9.35
01/15/23	830133822501	Cardholder states transaction was not properly processed	9947	-$12.05
01/15/23	823393455601	Credit issued for a dispute previously debit to your account	3393	$8.35
01/16/23	830134525801	Fraud Dispute-Cardholder did not authorize the transaction	0982	-$2.35
01/16/23	830134525601	Fraud Dispute-Cardholder did not authorize the transaction	0982	-$2.35
01/16/23	530160042901	Fraud Dispute-Cardholder did not authorize the transaction	5339	-$32.35
01/16/23	830134525701	Fraud Dispute-Cardholder did not authorize the transaction	0982	-$2.35
01/16/23	830133035801	Fraud Dispute-Cardholder did not authorize the transaction	1214	-$4.35
01/17/23	730163600901	Fraud Dispute-Cardholder did not authorize the transaction	5507	-$2.35
01/17/23	730163601001	Fraud Dispute-Cardholder did not authorize the transaction	5507	-$1.35
01/17/23	830163536601	Fraud Dispute-Cardholder did not authorize the transaction	8904	-$12.35
01/17/23	730163600801	Fraud Dispute-Cardholder did not authorize the transaction	5507	-$4.35
01/18/23	730023317401	Credit issued for a dispute previously debit to your account	1773	$6.35
01/19/23	830173131701	Cardholder states transaction was not properly processed	5561	-$3.35
01/19/23	830184589301	Fraud Dispute-Cardholder did not authorize the transaction	3781	-$7.35
01/19/23	830173131801	Cardholder states transaction was not properly processed	5561	-$2.35
01/19/23	730183744201	Fraud Dispute-Cardholder did not authorize the transaction	7609	-$12.35
01/19/23	723540125301	Fraud Dispute-Cardholder did not authorize the transaction	8370	-$20.35
01/19/23	830033243701	Credit issued for a dispute previously debit to your account	5859	$8.35
01/19/23	830044098201	Credit issued for a dispute previously debit to your account	7603	$20.35
01/19/23	830043218501	Credit issued for a dispute previously debit to your account	3781	$26.35
01/19/23	830033262701	Credit issued for a dispute previously debit to your account	0593	$8.35
01/19/23	830033148601	Credit issued for a dispute previously debit to your account	5373	$12.35
01/19/23	830033262501	Credit issued for a dispute previously debit to your account	0593	$6.35
01/19/23	830033262601	Credit issued for a dispute previously debit to your account	0593	$5.35
01/19/23	830033262401	Credit issued for a dispute previously debit to your account	0593	$6.35
01/20/23	830183656201	Fraud Dispute-Cardholder did not authorize the transaction	4580	-$9.35
01/20/23	830183656301	Fraud Dispute-Cardholder did not authorize the transaction	4580	-$6.35
01/20/23	730113234501	Credit issued for a dispute previously debit to your account	8254	$5.35
01/20/23	823653445501	Credit issued for a dispute previously debit to your account	8222	$8.35
01/20/23	730113215001	Credit issued for a dispute previously debit to your account	3701	$12.91
01/20/23	730093443301	Credit issued for a dispute previously debit to your account	4496	$6.35
01/20/23	730093208301	Credit issued for a dispute previously debit to your account	6941	$8.35
01/20/23	730053717301	Credit issued for a dispute previously debit to your account	1818	$4.35
01/20/23	730123407201	Credit issued for a dispute previously debit to your account	9007	$8.35
01/20/23	730133691301	Credit issued for a dispute previously debit to your account	7809	$9.34
01/20/23	730133556701	Credit issued for a dispute previously debit to your account	2718	$40.35
01/20/23	730053364301	Credit issued for a dispute previously debit to your account	6191	$32.35
01/20/23	730113214901	Credit issued for a dispute previously debit to your account	3701	$6.69
01/20/23	730123467101	Credit issued for a dispute previously debit to your account	0004	$20.35
01/20/23	730133556601	Credit issued for a dispute previously debit to your account	2718	$31.20

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CHARGEBACKS/REVERSALS

Transactions that are challenged or disputed by a cardholder or card-issuing bank.

Date	Reference No.	Description	Card Number (Last 4 Digits)	Amount
01/20/23	730103133501	Credit issued for a dispute previously debit to your account	1956	$8.35
01/20/23	730053813201	Credit issued for a dispute previously debit to your account	1852	$28.00
01/20/23	730143237601	Credit issued for a dispute previously debit to your account	0734	$8.35
01/20/23	730113214801	Credit issued for a dispute previously debit to your account	3701	$20.35
01/20/23	730123150601	Credit issued for a dispute previously debit to your account	9349	$12.35
01/21/23	830203774801	Fraud Dispute-Cardholder did not authorize the transaction	9598	-$10.35
01/21/23	830193911201	Fraud Dispute-Cardholder did not authorize the transaction	1694	-$3.35
01/21/23	730193167801	Fraud Dispute-Cardholder did not authorize the transaction	5518	-$8.35
01/21/23	730193167701	Fraud Dispute-Cardholder did not authorize the transaction	5518	-$12.35
01/21/23	730204018401	Fraud Dispute-Cardholder did not authorize the transaction	4520	-$4.35
01/21/23	730193291201	Cardholder states transaction was not properly processed	0904	-$7.35
01/21/23	830203774701	Fraud Dispute-Cardholder did not authorize the transaction	9598	-$8.73
01/21/23	830193911301	Fraud Dispute-Cardholder did not authorize the transaction	1694	-$9.21
01/21/23	830034106501	Credit issued for a dispute previously debit to your account	4547	$8.35
01/21/23	830093578901	Credit issued for a dispute previously debit to your account	8940	$13.35
01/21/23	830133061601	Credit issued for a dispute previously debit to your account	8128	$9.35
01/21/23	730103133601	Credit issued for a dispute previously debit to your account	1956	$9.09
01/21/23	730103703501	Credit issued for a dispute previously debit to your account	6899	$0.85
01/21/23	830063906301	Credit issued for a dispute previously debit to your account	6269	$20.35
01/22/23	730213635801	Cardholder states transaction was not properly processed	7582	-$4.35
01/22/23	730213318801	Fraud Dispute-Cardholder did not authorize the transaction	1930	-$1.85
01/22/23	730213220501	Cardholder states transaction was not properly processed	5295	-$19.35
01/22/23	830103239501	Credit issued for a dispute previously debit to your account	6163	$12.35
01/22/23	830103337901	Credit issued for a dispute previously debit to your account	5939	$4.35
01/22/23	830103337701	Credit issued for a dispute previously debit to your account	5939	$8.35
01/22/23	830103337801	Credit issued for a dispute previously debit to your account	5939	$4.35
01/22/23	830103537201	Credit issued for a dispute previously debit to your account	0564	$32.35
01/22/23	830133822501	Credit issued for a dispute previously debit to your account	9947	$12.05
01/23/23	830074370401	Credit issued for a dispute previously debit to your account	4145	$12.35
01/23/23	730163600901	Credit issued for a dispute previously debit to your account	5507	$2.35
01/23/23	830173131801	Credit issued for a dispute previously debit to your account	5561	$2.35
01/23/23	730183744201	Credit issued for a dispute previously debit to your account	7609	$12.35
01/23/23	730163600801	Credit issued for a dispute previously debit to your account	5507	$4.35
01/23/23	830173131701	Credit issued for a dispute previously debit to your account	5561	$3.35
01/23/23	730163601001	Credit issued for a dispute previously debit to your account	5507	$1.35
01/24/23	730233828801	Fraud Dispute-Cardholder did not authorize the transaction	5200	-$20.35
01/24/23	830124275501	Credit issued for a dispute previously debit to your account	3016	$6.35
01/24/23	830134525801	Credit issued for a dispute previously debit to your account	0982	$2.35
01/24/23	530060070401	Credit issued for a dispute previously debit to your account	2557	$32.35
01/24/23	830134525601	Credit issued for a dispute previously debit to your account	0982	$2.35
01/24/23	830134525701	Credit issued for a dispute previously debit to your account	0982	$2.35
01/24/23	530160042901	Credit issued for a dispute previously debit to your account	5339	$32.35
01/25/23	830244545301	Fraud Dispute-Cardholder did not authorize the transaction	2013	-$4.35
01/25/23	730243269101	Fraud Dispute-Cardholder did not authorize the transaction	2286	-$1.35
01/25/23	830244864201	Fraud Dispute-Cardholder did not authorize the transaction	6208	-$4.35
01/25/23	730193167801	Credit issued for a dispute previously debit to your account	5518	$8.35
01/25/23	730193167701	Credit issued for a dispute previously debit to your account	5518	$12.35
01/25/23	730193291201	Credit issued for a dispute previously debit to your account	0904	$7.35
01/25/23	830163536601	Credit issued for a dispute previously debit to your account	8904	$12.35
01/26/23	730213635801	Credit issued for a dispute previously debit to your account	7582	$4.35
01/26/23	730213220501	Credit issued for a dispute previously debit to your account	5295	$19.35
01/26/23	730204018401	Credit issued for a dispute previously debit to your account	4520	$4.35
01/26/23	730213318801	Credit issued for a dispute previously debit to your account	1930	$1.85
01/27/23	830253335701	Fraud Dispute-Cardholder did not authorize the transaction	8917	-$12.35
01/27/23	830253514601	Cardholder states transaction was not properly processed	6554	-$4.35
01/27/23	730263303501	Cardholder states transaction was not properly processed	7372	-$10.35
01/28/23	830274366501	Fraud Dispute-Cardholder did not authorize the transaction	1456	-$20.50
01/28/23	830263146101	Fraud Dispute-Cardholder did not authorize the transaction	1951	-$8.35

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YOUR CARD PROCESSING STATEMENT

Merchant Number	275173125889
Customer Service	Website - Phone - 1-800-432-7628

Statement Period 01/01/23 - 01/31/23

CHARGEBACKS/REVERSALS

Transactions that are challenged or disputed by a cardholder or card-issuing bank.

Date	Reference No.	Description	Card Number (Last 4 Digits)	Amount
01/29/23	830273258201	Fraud Dispute-Cardholder did not authorize the transaction	0175	-$32.35
01/29/23	830283801601	Fraud Dispute-Cardholder did not authorize the transaction	3842	-$32.35
01/30/23	730293088801	Fraud Dispute-Cardholder did not authorize the transaction	5726	-$4.35
01/30/23	830293029601	Fraud Dispute-Cardholder did not authorize the transaction	6175	-$9.35
01/30/23	830283939001	Fraud Dispute-Cardholder did not authorize the transaction	4163	-$4.50
01/30/23	830283999601	Fraud Dispute-Cardholder did not authorize the transaction	0615	-$6.35
01/30/23	830283999701	Fraud Dispute-Cardholder did not authorize the transaction	0615	-$8.35
01/30/23	830293029401	Fraud Dispute-Cardholder did not authorize the transaction	6175	-$21.28
01/30/23	830283999501	Fraud Dispute-Cardholder did not authorize the transaction	0615	-$8.85
01/30/23	830283999801	Fraud Dispute-Cardholder did not authorize the transaction	0615	-$6.35
01/30/23	830274165501	Cardholder states transaction was not properly processed	2800	-$4.35
01/30/23	830283944101	Fraud Dispute-Cardholder did not authorize the transaction	7042	-$2.35
01/30/23	830293029501	Fraud Dispute-Cardholder did not authorize the transaction	6175	-$16.28
TOTAL				**-$497.98**

ADJUSTMENTS

The amounts credited to, or deducted from, your account to resolve processing and billing discrepancies.

Date	Description	Amount
	No Adjustments for this Statement Period	
Total		**0.00**

FEES

Amount charged to authorize, process and settle card transactions, along with transaction-based and/or fixed amounts charged for specific card processing services.

TRANSACTION FEES	Type	Amount
MASTERCARD		
MC-BUS LEVEL 5 DATA RATE I	Interchange charges	-$433.45
MC-CORP DATA RATE I (US) BUS	Interchange charges	-$275.80
MC-PREM COM STD ACQUSISSCAN	Interchange charges	-$0.63
MC-BUS LEVEL 2 DATA RATE I	Interchange charges	-$112.25
MC-INT CON RTE 1 DIG-CMCE SPRM	Interchange charges	-$179.20
MC-WRLD ELITE SMALL TICKET CNP	Interchange charges	-$1,585.56
MC-WORLD HV SMALL TICKET CNP	Interchange charges	-$212.91
MC-REGULATED COMM (DB)	Interchange charges	-$0.65
MC-PREM COM STD ACQUSISSSAM	Interchange charges	-$0.13
MC-HIGH VAL MERIT I	Interchange charges	-$467.80
MASTERCARD ACCESS FEE 104499 TRANSACTIONS AT 0.0269	Interchange charges	-$2,811.02
MC-WORLDCARD MERIT I	Interchange charges	-$336.58
MC-CORP DATA RATE I (US) CORP	Interchange charges	-$49.54
MC-ENHANCED MERIT I	Interchange charges	-$948.17
MC-INT CON RTE 1 DIG-CMCE CORE	Interchange charges	-$255.62
MC-MERIT I ELECTRONIC COMMERCE	Interchange charges	-$125.89
MC-CORP BUSINESS INTL FLT	Interchange charges	-$42.21
MC-PREM COM STD ACQUSISSLAC	Interchange charges	-$0.54
MC-WORLD SMALL TICKET CNP	Interchange charges	-$171.19
MC-INT CON RTE 3 BASE SPRM	Interchange charges	-$2.60
MC-WORLD ELITE MERIT I	Interchange charges	-$2,827.52
MC-ENHANCED SMALL TICKET CNP	Interchange charges	-$273.38
MC-REG CONSMR US MQ (DB)	Interchange charges	-$1.08
MC-CORE SMALL TICKET CNP	Interchange charges	-$35.12
MC-REGULATED UST POS (DB)	Interchange charges	-$0.43
MC-INT CON RTE 1 DIG-CMCE PREM	Interchange charges	-$169.40
MC-REG CONSM WFRAUD ADJ MC(DB)	Interchange charges	-$1,532.49

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FEES

Amount charged to authorize, process and settle card transactions, along with transaction-based and/or fixed amounts charged for specific card processing services.

	MC-BUS LEVEL 4 DATA RATE I	Interchange charges	-$173.03
	MC-COM DATA RATE I FLT NFUEL	Interchange charges	-$223.66
	MASTERCARD ASSESSMENT FEE 0.0013 TIMES $470699.92	Interchange charges	-$611.91
	MC-DOMESTIC MERIT I PREPAID	Interchange charges	-$48.32
	MC-SM TICKET MPP CON KEY DB PP	Interchange charges	-$201.57
	MC-MERIT I ECOMM (DB)	Interchange charges	-$281.04
	MC-BUS LEVEL 3 DATA RATE I	Interchange charges	-$232.67
	MC-REGULATED FRD ADJ COMM (DB)	Interchange charges	-$1,025.23
	MC-CORP DATA RATE I (US) PUR	Interchange charges	-$53.24
	MC-PREM COM STD ACQUSISSAP	Interchange charges	-$0.05
	MC-SM TCKT MPP REG CON KEY DP	Interchange charges	-$2,566.90
	MC-CORP PURCHASING INTL PUR	Interchange charges	-$1.25
	MC LICENSE VOLUME FEE 0.000082 DISC RATE TIMES $470699.92	Service charges	-$38.60
	MC-AUTH DIGITAL ENABLEMENT MIN 102674 TRANSACTIONS AT 0.02	Fees	-$2,053.48
	MC TPE ACQ MERCH ADVICE CODE 6 TRANSACTIONS AT 0.03	Fees	-$0.18
	MC TPE NOMINAL AMNT AUTH 1 TRANSACTIONS AT 0.045	Fees	-$0.05
	MC TPE EXCESSIVE AUTH 74 TRANSACTIONS AT 0.1	Fees	-$7.40
	MC FOREIGN HANDLING FEE 0.005 TIMES $36578.05	Fees	-$182.89
	MASTERCARD AUTH FEE 104499 TRANSACTIONS AT 0.015	Fees	-$1,567.49
	MC-DECLINE REASON CODE SVC FEE 5589 TRANSACTIONS AT 0.02	Fees	-$111.78
VISA			
	VI INTEGRITY FEE DETAIL REPORT 9,167 TRANSACTIONS AT .002000	Fees	-$18.33
	VI-US BUS TR2 PRD 1	Interchange charges	-$486.32
	VI-US REGULATED COMM (DB)	Interchange charges	-$2,420.36
	VI-US BUS TR3 PRD 1	Interchange charges	-$516.37
	VI-ECOMM BSC P1 SIG PRF INFSQ	Interchange charges	-$9,621.95
	VI-US BUS TR4 PRD 1	Interchange charges	-$359.47
	VI-SUPER PREMIUM EU ISS US ACQ	Interchange charges	-$54.64
	VI-INTER PREM CEMEA ISS US ACQ	Interchange charges	-$15.90
	VI-INTER PREM EU ISS US ACQ	Interchange charges	-$10.56
	VI-CPS/ECOMM-BASIC (PP)	Interchange charges	-$1,571.52
	VI-CORPORATE PREPAID	Interchange charges	-$0.19
	VI-US BUS TR1 PRD 1	Interchange charges	-$355.54
	VI-PURCHASING CARD CNP	Interchange charges	-$154.15
	VI-BUSINESS CARD CNP (DB)	Interchange charges	-$90.07
	VI-INTREG BUS/CORP/PURCH (US)	Interchange charges	-$59.61
	VI-BUS PURCH CNP (PP)	Interchange charges	-$31.76
	VI-SUPER PREMIUM CEMEA ISS US	Interchange charges	-$7.80
	VI-INTER PREM CAN ISS US ACQ	Interchange charges	-$157.97
	VI-REG CONSUMER MQ (DB)	Interchange charges	-$20,076.86
	VI-ECOMM BSC P1 SIG INF SNQ	Interchange charges	-$3,159.46
	VI-ECOMM BASIC P1 TRAD	Interchange charges	-$1,108.41
	VI-SUPER PREMIUM AP ISS US ACQ	Interchange charges	-$6.49
	VI-CPS/ECOMM-BASIC (DB)	Interchange charges	-$1,787.50
	VI-INTREG STANDARD (US)	Interchange charges	-$390.10
	VI-INTER PREM AP ISS US ACQ	Interchange charges	-$12.02
	VISA ACCESS FEE 225023 TRANSACTIONS AT 0.0269	Interchange charges	-$6,053.12
	VI-SUPER PREMIUM LAC ISS US AC	Interchange charges	-$103.32
	VI-INTER PREM LAC ISS US ACQ	Interchange charges	-$53.32
	VISA ASSESSMENT FEE DB 0.0013 TIMES $599166.99	Interchange charges	-$778.92
	VISA ASSESSMENT FEE CR 0.0014 TIMES $465120.20	Interchange charges	-$651.17
	VI-IR REGULATED (DB)	Interchange charges	-$34.78
	VI-ECOMM BASIC P1 REWARDS	Interchange charges	-$1,955.82
	VI-CORPORATE CARD CNP	Interchange charges	-$150.99
	VI-INTERG SPREM CAN ISS US ACQ	Interchange charges	-$45.65
	VI-US BUS TR5 PRD 1	Interchange charges	-$365.03
	VISA AUTH FEE 225023 TRANSACTIONS AT 0.015	Fees	-$3,375.35
	VI-ADDRESS VER SVC FEE 217093 TRANSACTIONS AT 0.001	Fees	-$217.09
	VI NEVER APPROVE REATTEMPT FEE 5148 TRANSACTIONS AT 0.1	Fees	-$514.80
	VI DECLINE TRAN RESUB FEE 1 TRANSACTIONS AT 0.1	Fees	-$0.10

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FEES

Amount charged to authorize, process and settle card transactions, along with transaction-based and/or fixed amounts charged for specific card processing services.

VI NEVER APPROVE REATT XBORFEE 40 TRANSACTIONS AT 0.15	Fees	-$6.00
VISA FOREIGN HANDLING FEE 0.005 TIMES $53183.38	Fees	-$265.92
VI NTWK ACQ PROC FEE INTL D/P 2407 TRANSACTIONS AT 0.0355	Fees	-$85.45
VI NTWK ACQ PROC FEE INTL CR 6730 TRANSACTIONS AT 0.0395	Fees	-$265.84
DISCOVER		
DSCVR PSLECOMMERCE(DB)	Interchange charges	-$15.74
DSCVR PSLECOMMERCE(RW)	Interchange charges	-$546.88
DSCVR PSLMICROTICKET(PPLUS)	Interchange charges	-$1.95
DSCVR PSLMICROTICKET(PREM)	Interchange charges	-$10.60
DSCVR PSLMICROTICKET(DB)	Interchange charges	-$2.04
DSCVR COMML ELECT OTHER	Interchange charges	-$267.34
DSCVR PSLECOMMERCE(PREM)	Interchange charges	-$39.59
DSCVR PSLECOMMERCE(PPLUS)	Interchange charges	-$2.28
DISCOVER ASSESSMENT FEE 0.0014 TIMES $33284.14	Interchange charges	-$46.60
DSCVR-PSLMICROTICKET(RW)	Interchange charges	-$139.52
DISCOVER DATA USAGE FEE 5977 TRANSACTIONS AT 0.0025	Service charges	-$14.94
DISCOVER AUTH FEE 6217 TRANSACTIONS AT 0.015	Fees	-$93.26
ADDRS VERIFICATION SERVICE FEE 6190 TRANSACTIONS AT 0.005	Fees	-$30.95
NETWORK AUTHORIZATION FEE 6216 TRANSACTIONS AT 0.019	Fees	-$118.10
AMERICAN EXPRESS		
AMEX AUTH FEE 56764 TRANSACTIONS AT 0.015	Fees	-$851.46
Other		
DIGITAL INVESTMENT FEE $33284.14 AT0.0001	Service charges	-$3.33
AVS WATS AUTHORIZATION FEE 392489 TRANSACTIONS AT 0.01	Fees	-$3,924.89
TOTAL TRANSACTION FEES		**-$85,737.39**

ACCOUNT FEES	**Type**	**Amount**
MC MONTHLY LOCATION FEE	Fees	-$0.43
VISA NETWORK FEE CNP 2-09	Fees	-$285.89
MERCHANT RSP DAY 1-20 VISA DMS 45 TRANSACTIONS AT 1.05	Fees	-$47.25
VS INTL ACQUIRER FEE 0 TRANS TOTALING $53210.13	Fees	-$239.45
INCOMING CHARGEBACKS ALL 97 TRANSACTIONS AT 5	Fees	-$485.00
NW MC PRE ARBITRATION ACPT FEE 1 TRANSACTIONS AT 15	Fees	-$15.00
MC GLOBAL ACQUIRER FEE 0 TRANS TOTALING $36578.05	Fees	-$310.91
US CROSS BORDER FEE 0 TRANS TOTALING $36318.57	Fees	-$217.91
VISA INTL SERVICE FEE - BASE 0 TRANS TOTALING $53210.13	Fees	-$532.10
TOTAL ACCOUNT FEES		**-$2,133.94**

TOTAL	**-$87,871.33**
Total Interchange Charges	**-$71,989.71**
Total Service Charges	**-$56.87**
Total Fees	**-$15,824.75**
Total (Service Charges, Interchange Charges, and Fees)	**-$87,871.33**

INTERCHANGE

These are the variable fees charged by Card Organizations for processing transactions.
The interchange charges in this section are also reflected in the Fee section of the statement.

Product/Description	Sales Total	% Of Sales	Number of Transactions	% of Total Transactions	Interchange Cost Rate	Interchange Cost Per Transaction	Sub Total	Total Interchange Charges
MASTERCARD								
MC-REGULATED COMM (DB)	$39.55	0%	3	0%	0.0005	$0.210	-$0.65	
MC-INT CON RTE 1 DIG-CMCE SPRM	$9,052.53	2%	1,593	2%	0.0198	0.000	-$179.20	
MC-INT CON RTE 1 DIG-CMCE CORE	$15,976.44	3%	2,347	2%	0.0160	0.000	-$255.62	
MC-DOMESTIC MERIT I PREPAID	$1,426.90	0%	116	0%	0.0176	$0.200	-$48.32	

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INTERCHANGE

These are the variable fees charged by Card Organizations for processing transactions.
The interchange charges in this section are also reflected in the Fee section of the statement.

Product/Description	Sales Total	% Of Sales	Number of Transactions	% of Total Transactions	Interchange Cost Rate	Interchange Cost Per Transaction	Sub Total	Total Interchange Charges
MC-PREM COM STD ACQUSISSCAN	$31.40	0%	4	0%	0.0200	0.000	-$0.63	
MC-HIGH VAL MERIT I	$13,196.29	3%	1,247	1%	0.0260	$0.100	-$467.80	
MC-MERIT I ECOMM (DB)	$10,095.28	2%	763	1%	0.0165	$0.150	-$281.04	
MC-PREM COM STD ACQUSISSSAM	$6.39	0%	1	0%	0.0200	0.000	-$0.13	
MC-PREM COM STD ACQUSISSAP	$2.35	0%	1	0%	0.0200	0.000	-$0.05	
MC-BUS LEVEL 2 DATA RATE I	$2,087.40	0%	538	1%	0.0280	$0.100	-$112.25	
MC-INT CON RTE 3 BASE SPRM	$131.49	0%	18	0%	0.0198	0.000	-$2.60	
MC-WORLD ELITE MERIT I	$79,116.23	17%	7,705	8%	0.0260	$0.100	-$2,827.52	
MC-BUS LEVEL 4 DATA RATE I	$3,299.47	1%	757	1%	0.0295	$0.100	-$173.03	
MC-WORLDCARD MERIT I	$10,648.99	2%	1,023	1%	0.0220	$0.100	-$336.58	
MC-SM TCKT MPP REG CON KEY DP	$74,762.13	16%	25,898	27%	0.0170	$0.050	-$2,566.90	
MC-BUS LEVEL 5 DATA RATE I	$9,121.64	2%	1,598	2%	0.0300	$0.100	-$433.45	
MC-BUS LEVEL 3 DATA RATE I	$4,665.15	1%	997	1%	0.0285	$0.100	-$232.67	
MC-INT CON RTE 1 DIG-CMCE PREM	$9,155.33	2%	1,366	1%	0.0185	0.000	-$169.40	
MC-REGULATED UST POS (DB)	$22.12	0%	2	0%	0.0005	$0.210	-$0.43	
MC-MERIT I ELECTRONIC COMMERCE	$4,394.65	1%	402	0%	0.0195	$0.100	-$125.89	
MC-REG CONSM WFRAUD ADJ MC(DB)	$82,778.74	18%	6,777	7%	0.0005	$0.220	-$1,532.49	
MC-CORP DATA RATE I (US) PUR	$1,349.24	0%	168	0%	0.0270	$0.100	-$53.24	
MC-REGULATED FRD ADJ COMM (DB)	$23,215.96	5%	4,607	5%	0.0005	$0.220	-$1,025.23	
MC-CORP DATA RATE I (US) BUS	$5,946.40	1%	1,182	1%	0.0265	$0.100	-$275.80	
MC-COM DATA RATE I FLT NFUEL	$5,204.50	1%	831	1%	0.0270	$0.100	-$223.66	
MC-ENHANCED SMALL TICKET CNP	$9,373.61	2%	3,819	4%	0.0210	$0.020	-$273.38	
MC-ENHANCED MERIT I	$27,924.04	6%	3,616	4%	0.0210	$0.100	-$948.17	
MC-WRLD ELITE SMALL TICKET CNP	$45,045.38	10%	20,719	22%	0.0260	$0.020	-$1,585.56	
MC-CORP BUSINESS INTL FLT	$2,110.50	0%	307	0%	0.0200	0.000	-$42.21	
MC-PREM COM STD ACQUSISSLAC	$27.05	0%	3	0%	0.0200	0.000	-$0.54	
MC-CORE SMALL TICKET CNP	$1,272.00	0%	516	1%	0.0195	$0.020	-$35.12	
MC-WORLD SMALL TICKET CNP	$5,618.47	1%	2,379	2%	0.0220	$0.020	-$171.19	
MC-REG CONSMR US MQ (DB)	$60.75	0%	5	0%	0.0005	$0.210	-$1.08	
MC-CORP DATA RATE I (US) CORP	$1,141.82	0%	187	0%	0.0270	$0.100	-$49.54	
MC-CORP PURCHASING INTL PUR	$62.45	0%	7	0%	0.0200	0.000	-$1.25	
MC-WORLD HV SMALL TICKET CNP	$6,188.21	1%	2,601	3%	0.0260	$0.020	-$212.91	
MC-SM TICKET MPP CON KEY DB PP	$6,149.07	1%	1,939	2%	0.0170	$0.050	-$201.57	
MASTERCARD TOTAL	**$470,699.92**		**96,042**					**-$14,847.10**
VISA								
VI-ECOMM BSC P1 SIG INF SNQ	$75,666.80	7%	16,080	8%	0.0205	$0.100	-$3,159.46	
VI-US BUS TR4 PRD 1	$7,602.96	1%	1,352	1%	0.0295	$0.100	-$359.47	
VI-CORPORATE CARD CNP	$3,235.68	0%	636	0%	0.0270	$0.100	-$150.99	
VI-BUSINESS CARD CNP (DB)	$2,259.87	0%	347	0%	0.0245	$0.100	-$90.07	
VI-CORPORATE PREPAID	$3.35	0%	1	0%	0.0265	$0.100	-$0.19	
VI-INTER PREM LAC ISS US ACQ	$2,962.33	0%	523	0%	0.0180	0.000	-$53.32	
VI-SUPER PREMIUM LAC ISS US AC	$5,244.75	0%	980	0%	0.0197	0.000	-$103.32	
VI-INTER PREM CAN ISS US ACQ	$8,776.34	1%	1,319	1%	0.0180	0.000	-$157.97	
VI-SUPER PREMIUM EU ISS US ACQ	$2,773.45	0%	455	0%	0.0197	0.000	-$54.64	
VI-REG CONSUMER MQ (DB)	$463,248.07	44%	90,198	44%	0.0005	$0.220	-$20,076.86	
VI-INTREG BUS/CORP/PURCH (US)	$2,980.70	0%	477	0%	0.0200	0.000	-$59.61	
VI-SUPER PREMIUM AP ISS US ACQ	$329.65	0%	44	0%	0.0197	0.000	-$6.49	
VI-PURCHASING CARD CNP	$3,771.42	0%	523	0%	0.0270	$0.100	-$154.15	
VI-ECOMM BASIC P1 REWARDS	$48,865.40	5%	9,593	5%	0.0204	$0.100	-$1,955.82	
VI-BUS PURCH CNP (PP)	$670.07	0%	140	0%	0.0265	$0.100	-$31.76	
VI-INTER PREM EU ISS US ACQ	$586.56	0%	87	0%	0.0180	0.000	-$10.56	
VI-US BUS TR1 PRD 1	$7,408.07	1%	1,592	1%	0.0265	$0.100	-$355.54	
VI-US BUS TR5 PRD 1	$7,934.33	1%	1,270	1%	0.0300	$0.100	-$365.03	
VI-US REGULATED COMM (DB)	$56,627.11	5%	10,872	5%	0.0005	$0.220	-$2,420.36	
VI-ECOMM BASIC P1 TRAD	$28,220.03	3%	5,751	3%	0.0189	$0.100	-$1,108.41	
VI-CPS/ECOMM-BASIC (DB)	$43,470.28	4%	7,134	3%	0.0165	$0.150	-$1,787.50	
VI-IR REGULATED (DB)	$910.83	0%	156	0%	0.0005	$0.220	-$34.78	

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INTERCHANGE

These are the variable fees charged by Card Organizations for processing transactions.
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Product/Description	Sales Total	% Of Sales	Number of Transactions	% of Total Transactions	Interchange Cost Rate	Interchange Cost Per Transaction	Sub Total	Total Interchange Charges
VI-US BUS TR2 PRD 1	$10,204.30	1%	2,006	1%	0.0280	$0.100	-$486.32	
VI-SUPER PREMIUM CEMEA ISS US	$396.08	0%	68	0%	0.0197	0.000	-$7.80	
VI-CPS/ECOMM-BASIC (PP)	$31,977.41	3%	5,060	2%	0.0175	$0.200	-$1,571.52	
VI-ECOMM BSC P1 SIG PRF INFSQ	$208,967.02	20%	43,959	21%	0.0250	$0.100	-$9,621.95	
VI-INTER PREM CEMEA ISS US ACQ	$883.08	0%	168	0%	0.0180	0.000	-$15.90	
VI-INTREG STANDARD (US)	$24,381.28	2%	3,864	2%	0.0160	0.000	-$390.10	
VI-INTERG SPREM CAN ISS US ACQ	$2,317.35	0%	362	0%	0.0197	0.000	-$45.65	
VI-INTER PREM AP ISS US ACQ	$667.73	0%	80	0%	0.0180	0.000	-$12.02	
VI-US BUS TR3 PRD 1	$10,944.89	1%	2,044	1%	0.0285	$0.100	-$516.37	
VISA TOTAL	**$1,064,287.19**		**207,141**					**-$45,163.93**
DISCOVER								
DSCVR PSLECOMMERCE(DB)	$510.90	2%	34	1%	0.0175	$0.200	-$15.74	
DSCVR PSLMICROTICKET(PPLUS)	$43.72	0%	21	0%	0.0205	$0.050	-$1.95	
DSCVR PSLMICROTICKET(PREM)	$538.28	2%	197	3%	0.0197	0.000	-$10.60	
DSCVR PSLECOMMERCE(RW)	$18,526.19	56%	1,708	29%	0.0203	$0.100	-$546.88	
DSCVR PSLMICROTICKET(DB)	$113.43	0%	48	1%	0.0180	0.000	-$2.04	
DSCVR PSLECOMMERCE(PPLUS)	$67.10	0%	6	0%	0.0250	$0.100	-$2.28	
DSCVR COMML ELECT OTHER	$5,045.62	15%	958	16%	0.0245	$0.150	-$267.34	
DSCVR PSLECOMMERCE(PREM)	$1,282.45	4%	133	2%	0.0205	$0.100	-$39.59	
DSCVR-PSLMICROTICKET(RW)	$7,156.45	22%	2,872	48%	0.0195	0.000	-$139.52	
DISCOVER TOTAL	**$33,284.14**		**5,977**					**-$1,025.94**
AMERICAN EXPRESS								
AMEX PASS-THRU	$256,398.38	100%	55,700	100%	0.0000	0.000	0.00	
AMERICAN EXPRESS TOTAL	**$256,398.38**		**55,700**					**0.00**
TOTAL	**$1,824,669.63**		**364,860**					**-$61,036.97**

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ATTACHMENT C

SUNBIZ & PROPOSAL RESPONSE TO RFQ

Detail by Entity Name

Florida Profit Corporation
PAYBYPHONE US INC.

Filing Information

Document Number	P23000076110
FEI/EIN Number	NONE
Date Filed	10/26/2023
State	FL
Status	ACTIVE

Principal Address

1290 HOMER STREET
UNIT 600
VANCOUVER, BC V6B 2-Y5 CA

Mailing Address

1290 HOMER STREET
UNIT 600
VANCOUVER, BC V6B 2-Y5 CA

Registered Agent Name & Address

NRAI SERVICES, INC.
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Officer/Director Detail

Name & Address

Title P

SAMRA, SATYAJIT, MR
600-1290 HOMER STREET
VANCOUVER, BC V6B 2-Y5 CA

Title SEC

BOCHKARYOVA, OLGA, MRS
600-1290 HOMER STREET
VANCOUVER, BC V6B 2-Y5 CA

Title TREA

BID SUBMITTAL QUESTIONNAIRE

SECTION 1 – BID CERTIFICATION FORM

This document is a **REQUIRED FORM** that must be submitted fully completed and submitted.

Solicitation No:	Solicitation Title:
BID NUMBER	*PROJECT TITLE*

BIDDER'S NAME: **PayByPhone US Inc.**		
NO. OF YEARS IN BUSINESS: **22**	NO. OF YEARS IN BUSINESS LOCALLY: **22**	NO. OF EMPLOYEES: **289**
OTHER NAME(S) BIDDER HAS OPERATED UNDER IN THE LAST 10 YEARS: **N/a**		
BIDDER PRIMARY ADDRESS (HEADQUARTERS): **6th Floor, 1290 Homer Street, Vancouver, BC, Canada, V6B 2Y5**		
CITY: **Vancouver**		
STATE: **British Columbia**	ZIP CODE: **V6B 2Y5**	
TELEPHONE NO.: **6046424286**		
TOLL FREE NO.: **N/a**		
FAX NO.: **1.866.286.5401**		
BIDDER LOCAL ADDRESS: **6th Floor, 1290 Homer Street**		
CITY: **Vancouver**		
STATE: **British Columbia**	ZIP CODE: **V6B 2Y5**	
PRIMARY ACCOUNT REPRESENTATIVE FOR THIS ENGAGEMENT: **Teresa Trussell**		
ACCOUNT REP TELEPHONE NO.: **6046424286**		
ACCOUNT REP TOLL FREE NO.: **N/a**		
ACCOUNT REP EMAIL: **ttrussell@paybyphone.com**		
FEDERAL TAX IDENTIFICATION NO.: **87-3652865**		

By virtue of submitting a bid, bidder agrees: a) to complete and unconditional acceptance of the terms and conditions of this document and the solicitation, including all addendums specifications, attachments, exhibits, appendices and any other document referenced in the solicitation c) that the bidder has not divulged, discussed, or compared the proposal with other bidders and has not colluded with any other bidder or party to any other bid; d) that bidder acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; e) if bid is accepted, to execute an appropriate City of Miami Beach document for the purpose of establishing a formal contractual relationship between the bidder and the City of Miami Beach, Florida, for the performance of all requirements to which the bid pertains; and f) that all responses, data and information contained in the bid submittal are true and accurate.

The individual named below affirms that s/he: is a principal of the applicant duly authorized to execute this questionnaire, and that the contents of said document(s) are complete, true, and correct to the best of his/her knowledge and belief.

Name and Title of Bidder's Authorized Representative:	Signature of Bidder 's Authorized Representative:
Sonny Samra	**Sonny Samra**

SECTION 2 - ACKNOWLEDGEMENT OF ADDENDUM

After issuance of solicitation, the City may release one or more addendum to the solicitation, which may provide additional information to bidders or alter solicitation requirements. The City will strive to reach every bidder having received solicitation through the City's e-procurement system. However, bidders are solely responsible for assuring they have received any and all addendum issued pursuant to solicitation. This Acknowledgement of Addendum section certifies that the bidder has received all addendum released by the City pursuant to this solicitation. Failure to obtain and acknowledge receipt of all addenda may result in proposal disqualification.

Enter Initial to Confirm Receipt		Enter Initial to Confirm Receipt		Enter Initial to Confirm Receipt	
SS	Addendum 1		Addendum 6		Addendum 11
SS	Addendum 2		Addendum 7		Addendum 12
	Addendum 3		Addendum 8		Addendum 13
	Addendum 4		Addendum 9		Addendum 14
	Addendum 5		Addendum 10		Addendum 15

If additional confirmation of addendum is required, submit under separate cover.

SECTION 3 - CONFLICT OF INTEREST

All bidders must disclose the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Further, all bidders must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the bidder entity or any of its affiliates.

	FIRST AND LAST NAME	RELATIONSHIP
1	**N/A**	
2		
3		
4		
5		
6		

SECTION 4 - FINANCIAL CAPACITY

At time of request by the City, bidder shall request that Dun & Bradstreet submit its Supplier Qualifier Report directly to the City, with bid or within three (3) days of request. Bidder shall arrange for Dun & Bradstreet to submit a Supplier Qualification Report (SQR) directly to the City. No proposal will be considered without receipt (when requested), by the City, of the SQR directly from Dun & Bradstreet. The cost of the preparation of the SQR shall be the responsibility of the bidder. The bidder shall request the SQR report from D&B at:
https://supplierportal.dnb.com/webapp/wcs/stores/servlet/SupplierPortal?storeId=11696
Bidders are responsible for the accuracy of the information contained in its SQR. It is highly recommended that each bidder review the information contained in its SQR for accuracy prior to submittal to the City and as early as possible in the solicitation process. For assistance with any portion of the SQR submittal process, contact Dun & Bradstreet at 800-424-2495.

SECTION 5 - REFERENCES AND PAST PERFORMANCE

Project No.	*BID NUMBER*
Project Title	*PROJECT TITLE*

Bidder shall submit at least three (3) references for whom the bidder has completed work similar in size and nature as the work referenced in solicitation. Bidder may submit additional references as part of its bids submittal.

Reference No.1

Firm Name: **Miami Parking Authority**

Contact Individual Name and Title: **Angel Diaz, Director of Operations**

Address: **40 Northwest 3 Street, Miami, FL 33128**

Telephone: **1-305-373-6789 x267**

Contact's Email: **adiaz@miamiparking.com**

Narrative on Scope of Services Provided, Project Budget, and Project Dates:
Provide city with mobile payment services since 2008 (initial go live), our resident rate feature, rights and rates for resident discounts, and enforcement and in-house integrations. The City has continued to renew with PayByPhone since this timeâ□□ to cover us on the duration portion. The project budget part always blows my mind and never makes sense to me. PThe City has continued to renew with PayByPhone since this time. PayByPhone negotiated with the City regarding budget expectations at the time of contract execution, and we have performed within these expectations (or exceeded them).

Reference No.2

Firm Name: **City of Pompano Beach Florida**

Contact Individual Name and Title: **Jeff Lantz, Parking Manager**

Address: **3460 NE 3rd Street, Pompano, Florida 33060**

Telephone: **954-786-5580**

Contact's Email: **Jeff.Lantz@copbfl.com**

Narrative on Scope of Services Provided, Project Budget, and Project Dates:
Provide city with mobile payment services since April 21 (initial go live) and enforcement and enforcement integrations. The City has continued to renew with PayByPhone since this time. PayByPhone negotiated with the City regarding budget expectations at the time of contract execution, and we have performed within these expectations (or exceeded them).

Reference No.3

Firm Name: **City of Seattle Washington**

Contact Individual Name and Title: **Mary Catherine Snyder, Parking Strategist**

Address: **700 5th Avenue, Seattle, Washington 98104**

Telephone: **1-206-684-8110**

Contact's Email: **Marycatherine.snyder@seattle.gov**

Narrative on Scope of Services Provided, Project Budget, and Project Dates:
Provide city with mobile payment services since July 2013 (initial go live) and enforcement and enforcement integrations. The City has continued to renew with PayByPhone since this time. PayByPhone negotiated with the City regarding budget expectations at the time of contract execution, and we have performed within these expectations (or exceeded them).

SECTION 6 – SUSPENSION, DEBARMENT, OR CONTRACT CANCELLATION

Has bidder ever been debarred, suspended or other legal violation, or had a contract cancelled due to non-performance by any public sector agency?

☐ YES ☑ NO

If answer to above is "YES," bidder shall submit a statement detailing the reasons that led to action(s):

SECTION 7 - SMALL AND DISADVANTAGED BUSINESS CERTIFICATION

Pursuant to Resolution 2020-31519, the City is tracking the Small and Disadvantaged Businesses, as certified by Miami-Dade County that have been certified as Small or Disadvantaged Business by Miami-Dade County.

Does bidder possess Small or Disadvantaged Business certification by Miami-Dade County?

☐ YES ☑ NO

SECTION 8 - LGBT BUSINESS ENTERPRISE CERTIFICATION

Pursuant to Resolution 2020-31342, the City is tracking the utilization of LGBT owned firms that have been certified as an LGBT Business Enterprise by the National Gay and Lesbian Chamber of Commerce (NGLCC).

Does bidder possess LGBT Business Enterprise Certification by the NGLCC?

☐ YES ☑ NO

SECTION 9 - BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION FORM

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Contractor certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq*., apply to this certification and disclosure, if any.

By virtue of submitting bid, bidder certifies or affirms its compliance with the Byrd Anti-Lobbying Amendment Certification.

Name and Title of Bidder’s Authorized Representative: **Sonny Samra**	Signature of Bidder ’s Authorized Representative: **Sonny Samra**

SECTION 10 - SUSPENSION AND DEBARMENT CERTIFICATION

The Contractor acknowledges that:

(1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions."

By virtue of submitting bid, bidder certifies or affirms its compliance with the Suspension and Debarment Certification.

Name and Title of Bidder's Authorized Representative: **Sonny Samra**	Signature of Bidder 's Authorized Representative: **Sonny Samra**

SECTION 11 – CONE OF SILENCE

Pursuant to Section 2-486 of the City Code, all procurement solicitations once advertised and until an award recommendation has been forwarded to the City Commission by the City Manager are under the "Cone of Silence." The Cone of Silence ordinance is available at https://library.municode.com/fl/miami_beach/codes/code_of_ordinances?nodeId=SPAGEOR_CH2AD_ARTVIISTCO_DIV4PR_S2-486COSI

Any communication or inquiry in reference to this solicitation with any City employee or City official is strictly prohibited with the of exception communications with the Procurement Director, or his/her administrative staff responsible for administering the procurement process for this solicitation providing said communication is limited to matters of process or procedure regarding the solicitation. Communications regarding this solicitation are to be submitted in writing to the Procurement Contact named herein with a copy to the City Clerk at rafaelgranado@miamibeachfl.gov .

By virtue of submitting bid, bidder certifies that it is in compliance with the Cone of Silence Ordinance, pursuant to Section 2-486 of the City Code.

SECTION 12 – CODE OF BUSINESS ETHICS

Pursuant to City Resolution No.2000-23789, the Bidder shall adopt a Code of Business Ethics prior to executing a contract with the City. The Code of Business Ethics shall be submitted to the Procurement Department with its response or within three (3) days of request by the City. The Code shall, at a minimum, require the Bidder, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City Code. In lieu of submitting Code of Business Ethics, bidder may indicate that it will adopt, as required in the ordinance, the City of Miami Beach Code of Ethics, available at http://www.miamibeachfl.gov/city-hall/procurement/procurement-related-ordinance-and-procedures/

Bidder will submit firm's Code of Business Ethics within three (3) days of request by the City?

☑ YES ☐ NO

Bidder adopts the City of Miami Beach Code of Business Ethics?

☑ YES ☐ NO

SECTION 13 – LOBBYIST REGISTRATION & CAMPAIGN CONTRIBUTION REQUIREMENTS

This solicitation is subject to, and all bidders are expected to be or become familiar with, all City lobbyist laws, including lobbyist registration requirements and prohibition on campaign contributions, including:

- Lobbyist Registration Requirements sections 2-397 through 2-485.3 of City Code (https://library.municode.com/fl/miami_beach/codes/code_of_ordinances?nodeId=SPAGEOR_CH2AD_ARTVIISTCO_DIV3LO)
- Campaign Contribution Requirements sections 2-487 and 2-488 of City Code (https://library.municode.com/fl/miami_beach/codes/code_of_ordinances?nodeId=SPAGEOR_CH2AD_ARTVIISTCO_DIV5CAFIRE)

By virtue of submitting bid, bidder certifies or affirms that they have read and understand the above Lobbyist Registration & Campaign Contribution Requirements.

SECTION 14 – NON-DISCRIMINATION

The Non-Discrimination ordinance is available at:
https://library.municode.com/fl/miami_beach/codes/code_of_ordinances?nodeId=SPAGEOR_CH2AD_ARTVIPR_DIV3COPR_S2-375NSCCOREWA

By virtue of submitting bid, bidder agrees it is and shall remain in full compliance with Section 2-375 of the City of Miami Beach City Code.

SECTION 15 – FAIR CHANCE REQUIREMENT

The Fair Chance Ordinance No. 2016-4012 is available at:
https://library.municode.com/fl/miami_beach/codes/code_of_ordinances?nodeId=SPAGEOR_CH62HURE_ARTVFACHOR

By virtue of submitting bid, bidder certifies that it has adopted policies, practices and standards consistent with the City's Fair Chance Ordinance. Bidder agrees to provide the City with supporting documentation evidencing its compliance upon request. Bidder further agrees that any breach of the representations made herein shall constitute a material breach of contract, and shall entitle the City to the immediate termination for cause of the agreement, in addition to any damages that may be available at law and in equity.

SECTION 16 – PUBLIC ENTITY CRIMES

Please refer to Section 287.133(2)(a), Florida Statutes, available at:
https://www.flsenate.gov/Laws/Statutes/2012/287.133

By virtue of submitting bid, bidder agrees with the requirements of Section 287.133, Florida Statutes, and certifies it has not been placed on convicted vendor list.

SECTION 17 – VETERAN BUSINESS ENTERPRISES PREFERENCE

Pursuant to City of Miami Beach Ordinance No. 2011-3748, https://library.municode.com/fl/miami_beach/codes/code_of_ordinances?nodeId=SPAGEOR_CH2AD_ARTVIPR_DIV3COPR_S2-374PRPRPRVECOGOCOSE the City shall give a preference to a responsive and responsible bidder which is a small business concern owned and controlled by a veteran(s) or which is a service-disabled veteran business enterprise, and which is within five percent (5%) of the lowest and best bidder, by providing such bidder an opportunity of providing said goods or contractual services for the lowest responsive bid amount. Whenever, as a result of the foregoing preference, the adjusted prices of two (2) or more bidders which are a small business concern owned and controlled by a

veteran(s) or a service-disabled veteran business enterprise constitute the lowest bid pursuant to an ITB, RFP, RFQ, ITN or oral or written request for quotation, and such bids are responsive, responsible and otherwise equal with respect to quality and service, then the award shall be made to the service-disabled veteran business enterprise.

Is the bidder a service-disabled veteran business enterprise certified by the ***State of Florida***?

☐ YES ☑ NO

Is the bidder a service-disabled veteran business enterprise certified by the ***United States Federal Government***?

☐ YES ☑ NO

SECTION 18 - EQUAL BENEFITS FOR EMPLOYEES WITH SPOUSES AND EMPLOYEES WITH DOMESTIC PARTNERS

When awarding competitively solicited contracts valued at over $100,000 whose contractors maintain 51 or more full time employees on their payrolls during 20 or more calendar work weeks, the Equal Benefits for Domestic Partners Ordinance 2005-3494 requires certain contractors doing business with the City of Miami Beach, who are awarded a contract pursuant to competitive bids, to provide "Equal Benefits" to their employees with domestic partners, as they provide to employees with spouses. The Ordinance applies to all employees of a Contractor who work within the City limits of the City of Miami Beach, Florida; and the Contractor's employees located in the United States, but outside of the City of Miami Beach limits, who are directly performing work on the contract within the City of Miami Beach.

Does bidder provide or offer access to any benefits to employees with spouses or to spouses of employees?

☑ YES ☐ NO

Does bidder provide or offer access to any benefits to employees with (same or opposite sex) domestic partners or to domestic partners of employees?

☑ YES ☐ NO

Please check all benefits that apply to your answers above and list in the "other" section any additional benefits not already specified. Note: some benefits are provided to employees because they have a spouse or domestic partner, such as bereavement leave; other benefits are provided directly to the spouse or domestic partner, such as medical insurance.

BENEFIT	Bidder Provides for Employees with Spouses	Bidder Provides for Employees with Domestic Partners	Bidder does not Provide Benefit
Health	**Yes**	**Yes**	
Sick Leave	**Yes**	**Yes**	
Family Medical Leave	**Yes, based on state/provincial laws where person resides**	**Dependent on state/provincial laws where person resides**	
Bereavement Leave	**Yes**	**Yes**	

If Bidders cannot offer a benefit to domestic partners because of reasons outside your control, (e.g., there are no insurance providers in your area willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent and submit a completed Reasonable Measures Application with all necessary documentation. Your Reasonable Measures Application will be reviewed for consideration by the City Manager, or his designee. Approval is not guaranteed and the City

Manager's decision is final. Further information on the Equal Benefits requirement is available at http://www.miamibeachfl.gov/city-hall/procurement/procurement-related-ordinance-and-procedures/

SECTION 19 – MORATORIUM ON TRAVEL TO AND THE PURCHASE OF GOODS OR SERVICES FROM MISSISSIPPI

Pursuant to Resolution 2016-29375, the City of Miami Beach, Florida prohibits the purchase of goods or services sourced in Mississippi. Are any of the products for which the applicant is seeking to be prequalified sourced in Mississippi?

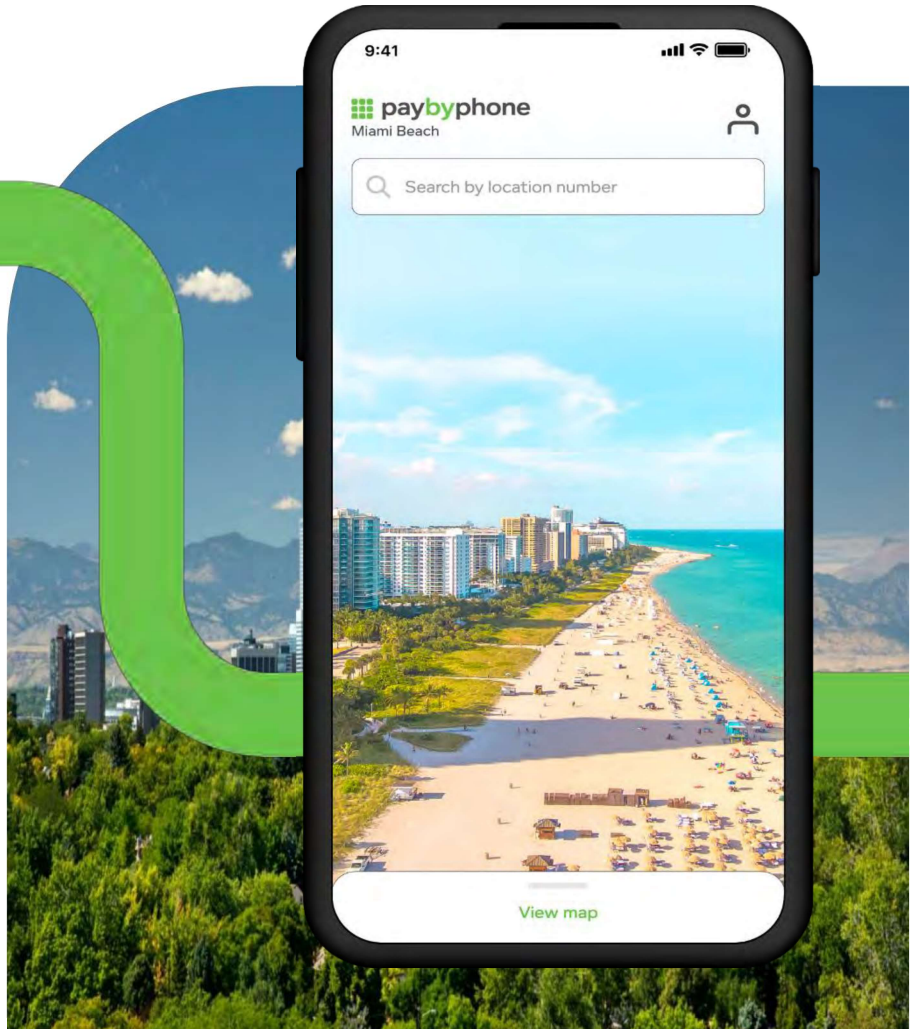
☐ YES ☑ NO

If yes, explain.

Simplifying Your Journey

Mobile Parking Payment System – City of Miami Beach, FL

Request for Qualification No. 2023-051-WG
April 3, 2023



Teresa Trussell
Senior Sales Director

PayByPhone Technologies Inc.
6th Floor, 1290 Homer Street
Vancouver, BC, Canada, V6B 2Y5

Phone: 740.416.0948
Email: ttrussell@paybyphone.com

paybyphone

6th Floor, 1290 Homer Street
Vancouver, BC, Canada, V6B 2Y5
paybyphone.com

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Confidentiality Statement

The information contained in this document is confidential, privileged, and only for the information of the intended recipient and may not be used, published, or redistributed without the prior written consent of PayByPhone.

1.1 Cover Letter

April 5, 2023

William Garviso
City of Miami Beach, Procurement Division
1700 Convention Center Drive
Miami Beach, FL 33139

Re: Mobile Payment Solutions Request for Proposals

Dear William:

PayByPhone seeks to partner with the City of Miami Beach (City) to deliver a world-renowned mobile parking payment solution creating a seamless and contactless parking experience. Founded in 2001, PayByPhone is the largest and most successful mobile parking payments company in the world. We have over 55M users in thousands of locations and are owned by Volkswagen Financial Services (VWFS), AG.

We believe PayByPhone is the best solution for you for the following reasons:

- **Local User Base & Adoption –** PayByPhone has been present in the Miami area since 2008, and since that time, we have expanded into 55 unique locations throughout the state. During 2022, this resulted in nearly 1M active users - 50% of these are in the Miami area alone - and 21M+ transactions in Florida with 52% of these occurring in the Miami area. This demonstrates PayByPhone's regional saturation, and a combination of our strong local presence and marketing endeavors can exponentially grow your adoption while creating a seamless parking experience for your drivers.
- **Flexible Rates and Self-serve –** We handle rate policies for local cities such as the Miami Parking Authority, North Bay Village, Surfside Beach, Bal Harbour, Coral Gables, and even the Miami Marlins. Across North America, we are present in Cities such as San Francisco, CA; Seattle, WA; and Lexington, KY—to name a few. We support the largest variety of rates, including resident rate features, to meet all your needs, which can be independently adjusted by you and your team.
- **A solution that drivers love –** The PayByPhone app delivers the best experience for drivers, with the highest ratings in the industry (4.9 out of a five-star rating from 458,675 reviewers in iOS app store, America).
- **12 languages –** PayByPhone is a multilingual app with global appeal available in English, Spanish, and French—to name a few!

We look forward to working with you to facilitate a simpler, faster, and better parking experience for your drivers– freeing you up to focus on what matters most: helping your customers get the most out of mobility as a service. If you have any questions, please feel free to contact me at the details below.

Sincerely,

Sonny Samra, Senior Director of Business Growth
Tel: 720-710-7198
Email: ssamra@paybyphone.com

Teresa Trussell, Sales Director
Tel: 740.416.0948
Email: ttrussell@paybyphone.com

TAB 2 Experience and Qualifications

2.1 Qualifications of Proposing Firm

PayByPhone delivers high levels of application ratings and digital payments through service design, full cycle marketing, and the customer support experience. Our service turns high volumes of digital payments into reduced infrastructure costs for cities. As more people use the application to pay for parking, cities may eventually remove meters and pay stations completely.

Having digital payment technology is only one piece — drivers also need to use the service to show it's a true benefit to the City. Our mobile application is easy to use, and supported by targeted marketing campaigns that boost awareness and adoption. Our application is recognized globally and across North America by drivers who regularly use their mobile devices to pay for parking, which includes nearby areas such as the Miami Parking Authority (MPA), Miami Dade County Parks, The City of Tampa, The Miami Marlins, Miami Dade Metro Rail, Paradise Parking Miami, Florida International University (FIU), DEC Parking Way LLC Miami, Diamond Parking Miami, LAZ South Beach, The City of Pompano Beach, and the City of South Miami.

With digital transaction volumes driven by consumer behavior and compliance to parking regulations, the City will experience decreased costs in enforcement and equipment maintenance. With our service, the City will have a turnkey solution — smart city technology available to monitor program performance and a popular mobile parking application for drivers who already know and love it. Partnership for mutual success is a mantra at PayByPhone. Our long-term partnerships result in the highest adoption rates in the industry – a metric that helps define project success.

PayByPhone's mobile payments account for greater than 50 percent of parking revenue for many of our clients and greater than 90 percent for some of our key clients. These high adoption rates are because PayByPhone provides ongoing promotional support to the City to accelerate driver adoption. As well, the nature of PayByPhone's service as a single, globally available app helps boost adoption rates because drivers are often already familiar with the app from their use of privately-owned off-street lots that feature PayByPhone. The single, globally available mobile app means that clients will automatically benefit from enhancements that we are constantly making to the platform without incurring additional and costly "app upgrade" fees. At the same time, PayByPhone's optional dynamic labeling feature enables clients to provide a locally relevant user experience for City drivers.

Simply offering a mobile payment service is not enough. Drivers must love the solution in order to change their habits. Our app is simple to use, widely recognized across North America and internationally, and is supported by effective marketing campaigns that promote awareness and encourage drivers to use it.

Our seasoned professionals are supported by dedicated engineers and staff and will be available to the City through the duration of our partnership. Our team has successfully deployed the PayByPhone application many times and has developed a collaborative implementation plan that will suit your needs. Our typical timeline for implementation is approximately six to eight weeks from initiation to go-live and another two weeks for administrative wrap-up. With the PayByPhone solution, the benefits to the City include the following:

- A user-friendly and widely recognized system that is robust and provides top-level security, including PCI-DSS Level 1 compliance.
- High adoption rates with a globally recognized mobile application.

- Secure and easy to use payment methods including credit card, Apple Pay, Google Pay, and PayPal.
- Minimized implementation and operational costs for the system through vendor supplied training.
- Optimized market exposure, consistent branding, and engagement with community merchants by PayByPhone's award winning marketing department.
- Collaboration in the process of identifying requirements, needs for configuration, and development of customization. Testing, training, and soft launch will facilitate a smooth launch to go-live.
- Extensive experience driving high adoption rates and included promotional support to ensure the program achieves maximum value for the City.
- A practical investment in a scalable mobile parking payment program that optimizes implementation, continual growth, with future revenues.

PayByPhone is a global leader in mobility payment solutions, having moved the needle in this space long before anyone else did. We were founded in Vancouver, BC, in 2001 with the sole purpose of creating a frictionless, enjoyable parking experience for drivers and all who work in the parking industry – using mobile and Web technologies to do this. We are now a global company and a subsidiary of Volkswagen Financial Services (VWFS), AG, (think brands such as Audi, Porsche, Bentley, Lamborghini, Bugatti, VW) committed to investing in parking innovation, mobility, and exceptional service.

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We continue to reach milestones in the parking space. Consider the following:

- 60 million users (and counting) in 1,300+ cities – Vancouver, Seattle, San Francisco, London, Paris, and more – and 1,000+ locations.
- Operating in 7 countries; 1,459 clients worldwide
- 193+ million in yearly transactions
- US $814+ million payments processed.
- Financially secure – subsidiary of Germany's VWFS since 2016
- Nearly 300 dedicated full-time staff.
- Unique features such as self-serve rates engine, dynamic white label, guest accounts

With such impressive metrics, it's no wonder PayByPhone is considered the most used and loved mobility parking payment app in the world. When you partner with us, you will be implementing an unrivaled product that offers not just an unmatched user-friendly experience, but also a significant cost savings to the City's parking operations.

Included here and within the required questionnaire, are examples where PayByPhone is present and provide mobile payment services.

PayByPhone References

Miami Parking Authority

Agency Address	40 Northwest 3 Street, Miami, FL 33128
Contact Phone Number	1-305-373-6789 x267
Contact Name & Title	Angel Diaz, Director of Operations
Contact Email	adiaz@miamiparking.com
Project Description	Provide city with mobile payment services since 2008 (initial go live), our resident rate feature, rights and rates for resident discounts, and enforcement and in-house integrations. The City has continued to renew with PayByPhone since this time. PayByPhone negotiated with the City regarding budget expectations at the time of contract execution, and we have performed within these expectations (or exceeded them).
Application/Solution Furnished & Implemented	Mobile Payment and resident rate services
Firm or Principal Experience	Firm
Enforcement Integration	Genetec LPR

City of Pompano Beach Florida

pompano beach
Florida's Warmest Welcome

Agency Address	3460 NE 3rd Street, Pompano, Florida 33060
Contact Phone Number	954-786-5580
Contact Name & Title	Jeff Lantz, Parking Manager
Contact Email	Jeff.Lantz@copbfl.com
Project Description	Provide city with mobile payment services since April 21 (initial go live) and enforcement and enforcement integrations. The City has continued to renew with PayByPhone since this time. PayByPhone negotiated with the City regarding budget expectations at the time of contract execution, and we have performed within these expectations (or exceeded them).
Application/Solution Furnished & Implemented	Mobile Payment Services
Firm or Principal Experience	Firm
Enforcement Integration	NuPark

City of Seattle Washington (SDOT)

Seattle Department of Transportation

Agency Address	700 5th Avenue, Seattle, Washington 98104
Contact Phone Number	1-206-684-8110
Contact Name & Title	Mary Catherine Snyder, Parking Strategist
Contact Email	Marycatherine.snyder@seattle.gov
Project Description	Provide city with mobile payment services since July 2013 (initial go live) and enforcement and enforcement integrations. The City has continued to renew with

	PayByPhone since this time. PayByPhone negotiated with the City regarding budget expectations at the time of contract execution, and we have performed within these expectations (or exceeded them).
Application/Solution Furnished & Implemented	Mobile Payment Services
Firm or Principal Experience	Firm
Enforcement Integration	Gtechna & IPS

2.2 Qualifications of Proposing Team

PayByPhone has a team of dedicated and experienced personnel who will help drive forward a successful implementation of this project, should it be awarded to us. The designated project administrator will be Shalini Diaz. Our Implementation (100 percent), Onboarding Management (100 percent), Client Success (100 percent), Sales Director (15 percent), and Marketing (15 percent) teams will work with the City to execute on the required deliverables for the proposed work. The following will be the project's key stakeholders. Resumes have been provided in **Appendix 1 – Resumes**

Teresa Trussell, CAPP, Senior Sales Director

Teresa has decades of parking industry experience. Prior to joining PayByPhone in 2019, Teresa served as Ohio University's Parking Operations Supervisor for nearly 20 years where she earned her Certified Administrator of Public Parking (CAPP) certification through the International Parking & Mobility Institute (IPMI). Teresa served as an active IPMI CAPP board member through 2020, and actively serves on the Accessible Parking Coalition Advisory Council for IPMI.

In her current role at PayByPhone, Teresa is responsible for sales and client relationship building within Central Southeast regions. Teresa leverages her operational background along with her extensive training in client service leadership to tap into her clients' needs to ensure our services match their desired outcomes. Her personable and client-focused approach allows her to create long-lasting relationships that build trust and are the key to PayByPhone's and the client's success. Teresa will be servicing the account on an ongoing basis.

Shalini Diaz, Director, Client Success

Shalini Diaz has been a noteworthy leader in the parking and mobility industry for over 20 years, bringing a vast degree of technical knowledge with her, along with a reputation for problem solving and account management. Her consultative approach inevitably builds long-term relationships with clients and develops trust and loyalty that leads to increasing development and expansion into emerging markets.

Shalini is responsible for the strategic direction of the North American Client Success division, starting with the onboarding phase and carrying into post-implementation and account management. Holding a bachelor's degree in Public Administration from Florida International University, Shalini is known for understanding clients' needs and providing innovative solutions that match their desired goals. Shalini will be servicing the account on an ongoing basis.

Carmen Donnell, CAPP. Managing Director, North America

Carmen brings 15 years of parking, transportation, and mobility industry experience alongside a keen interest in relationship management. Carmen is a respected sales leader and an active participant in many industry organizations. As such, Carmen prides herself in viewing parking solutions from the client's perspective. She has the knowledge and background to customize operations to serve any need.

Recently promoted to Managing Director of North America for PayByPhone, Carmen is responsible for functional aspects and members of the Commercial team in the US and Canada. This includes Sales, RFP, Marketing, Implementation and Client Success groups. Working closely alongside the Chief Client Officer, and other PayByPhone operative departments, Carmen's top focus is to deliver results that are aligned with PayByPhone's overall growth strategy and ensuring that the clients are happy, all while creating a team that promotes personal and professional growth and development.

Jonny Combe, President, and CEO

Jonny joined PayByPhone in 2018 from the BMW Group, where he spent 12 years in senior management roles. He spearheaded the UK Digital and Innovation Programs and pioneered the birth of the award-winning BMW Innovation Lab. At PayByPhone, Jonny leverages his inclusive and engaging leadership style to drive a winning team mindset globally. Before being appointed CEO in 2022, Jonny led PayByPhone's expanding corporate portfolio in North America and Europe, and was UK CEO from 2018 to 2022, driving massive growth in the market. Jonny is passionate about how PayByPhone and parking fit into the wider technology ecosystem.

Anthony Cashel, Chief Client Officer

Anthony Cashel is PayByPhone's Chief Client Officer and brings more than 15 years' experience in the automotive industry. He also sits on the British Parking Association's Technology and Innovation Board. Anthony oversees the day-to-day commercial aspects of the business, safeguarding the company culture, leading, mentoring, and developing all staff in Europe and North America. Anthony will spearhead the development and execution of PayByPhone's growth strategy in on- and off-street commercial parking and successfully expand into new markets that align with the company's international growth strategies.

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Nigel Carroll, Chief Technology Officer

Nigel is a business-oriented, decisive technology leader who has been building ecommerce solutions since 2001. He built his global delivery track record leading teams through multiple U$50 million plus change portfolios during 20 years at HSBC, RBS, and IBM. Over the last 10 years he has held leadership roles in start-up and public sector organizations. He is a change agent with experience in strategy formation and execution, banking, digital channel enablement, and multi-site delivery. As PayByPhone's chief technology officer, Nigel leads the global Development organization, focusing on product, people, and technology. Nigel will be on hand in an advisory capacity throughout the project's term.

Jessica Britton, Director, Product Marketing

Jessica Britton is an accomplished marketing, communications, and business development executive with many years' experience in her field. She is passionate about enterprise growth and bringing product value to users and clients.

As PayByPhone's Global Product Marketing Director and interim North America Marketing Communications Manager, Jessica develops and maintains the overall North American marketing strategy to increase adoption, usage, and reactivation of users on a large scale. She also develops the overall go-to market strategy for PayByPhone products and services on a global and regional level. Jessica is accredited with creating a business-to-business marketing presence for PayByPhone from ground zero quickly, thereby earning her a directorship role. Challenging the status quo and forging long-term relationships with key partners, clients, prospects, and departments, Jessica strives to go above and beyond to add value and growth to the parking and mobility industry. Jessica will be hands-on during project launch.

PayByPhone will provide a variety of professional services, which are included as part of the City's initial implementation and ongoing program. Each role is outlined below with a short description.

Below is a list of professional team member roles and their respective definitions within PayByPhone who will be directly or indirectly involved in the City's project.

Sales Director: The Sales Director will work closely with the City through the RFP, negotiation, and contract execution stages. They will also participate in weekly calls during the onboarding process and work with the onboarding manager as needed. After go-live, they work closely with the City to grow adoption via in-person visits, which include go-live street teamwork and routine check ins. During this time, they work closely with the assigned Client Success Account Manager to ensure success.

Project/Onboarding Manager: The Project/Onboarding Manager will work closely with the City to coordinate implementation needs and ensure the City meets its anticipated go-live date. They coordinate any third-party integrations that may be necessary and facilitate weekly meetings during the implementation process. Onboarding managers additionally provide training in advance of the City's go-live based on a mutually developed schedule.

Programmer/Developer: Programmers and developers are utilized as needed based on integration needs during the implementation phase.

Client Success Account Manager: The Client Success Manager will serve as the City's primary point of contact from go-live onward with an overall goal of answering questions the University may have, assisting with updates and changes as necessary, scheduling and conducting routine check-ins with the City, and measuring and driving adoption.

Integration Specialist: The Integration Specialist will work with any third-party vendors to ensure all integrations are properly set up and tested. They collaborate closely with the Project and Onboarding Manager during the Implementation phase as well as with Client Success Managers when an existing client adjusts their integrations.

Support Agent: Customer Support Agents work closely with drivers to ensure consumer satisfaction, assist with parking needs, and deliver top-notch customer service to drivers.

Tester: During the implementation phase, a tester is responsible for running routine test transactions to ensure integrations are properly functioning and revenue is being processed as expected. Routine tests are also conducted on existing accounts as needed.

Furthermore, the City's parking administrative staff will have a dedicated client manager to contact via email or toll-free number, between 8 a.m. and 5 p.m. PST, Monday to Friday. We can respond to administrative staff within 24 hours, exempting calls and emails received on weekends. In this case, depending on the complexity and urgency, a response is still usually provided on Monday. PayByPhone can usually respond to technical inquiries within 60 minutes. However, this is largely dependent on the complexity and coordination of the response to the appropriate groups. The process to trigger an emergency support issue simply requires the UNC Charlotte staff to call the toll-free emergency support phone number or email sys911@paybyphone.com, providing the specific details of the issue.

The following organizational chart illustrates the proposed personnel who will be involved in the performance of this potential contract. Resumes have been provided in **Appendix 1 – Resumes.**

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TAB 3 System Capabilities

3.1.1 Provide a detailed description of the system being proposed and its functionality.

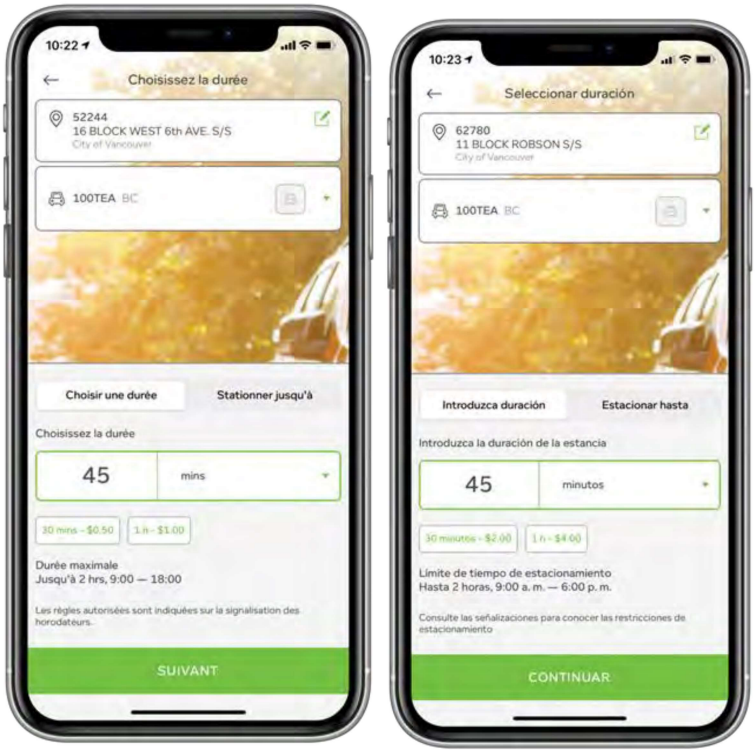
The PayByPhone app, already utilized by drivers within Miami and the surrounding areas, is compatible with iOS (including Apple Watch) and Android mobile devices, is simple to use and very dynamic in what it delivers. No hardware or network requirements are needed to operate the app. Put to the test, our well-known and top-rated app (800,000 five-star reviews globally across all platforms; 4.9 out of a five-star rating in iOS app store, America) will show how simplicity and convenience streamline the parking payment process for the driver and increase the City's revenues significantly. Parking transactions can be completed in three easy steps.

1. Enter **location #** 2. Enter **parking duration** 3. Choose **payment method**

To make a payment or create an account (optional), the driver enters their phone number, email address, license plate number, and credit card number. The system accepts payments in Visa, MasterCard, Amex, Discover, Google Pay, Apple Pay, and PayPal.

Implementing the PayByPhone app means the City will always have the latest and greatest features and capabilities that come from partnering with clients from around the world to innovate parking. Additionally, our partnership with tech titans such as Apple, Google, and Amazon allows us to constantly scale and improve our solution. For example, Apple Watch users can extend parking time from their wearable; Amazon patrons can tap into Alexa from within their car to begin a new parking session at their desired spot and location; and drivers can leverage voice assisted technology such as Siri to pay for parking and extend their parking session using Shortcuts in the language of their choice.

Our app can be localized to support the City's language of choice. We support at least 12 region-specific languages for the Web app and display whatever language the driver's phone supports.



Our flexible rates engine, hosted in the cloud-based PayByPhone Portal, gives the City complete control into how it configures and controls its rates. Our rates engine supports the complete pallet

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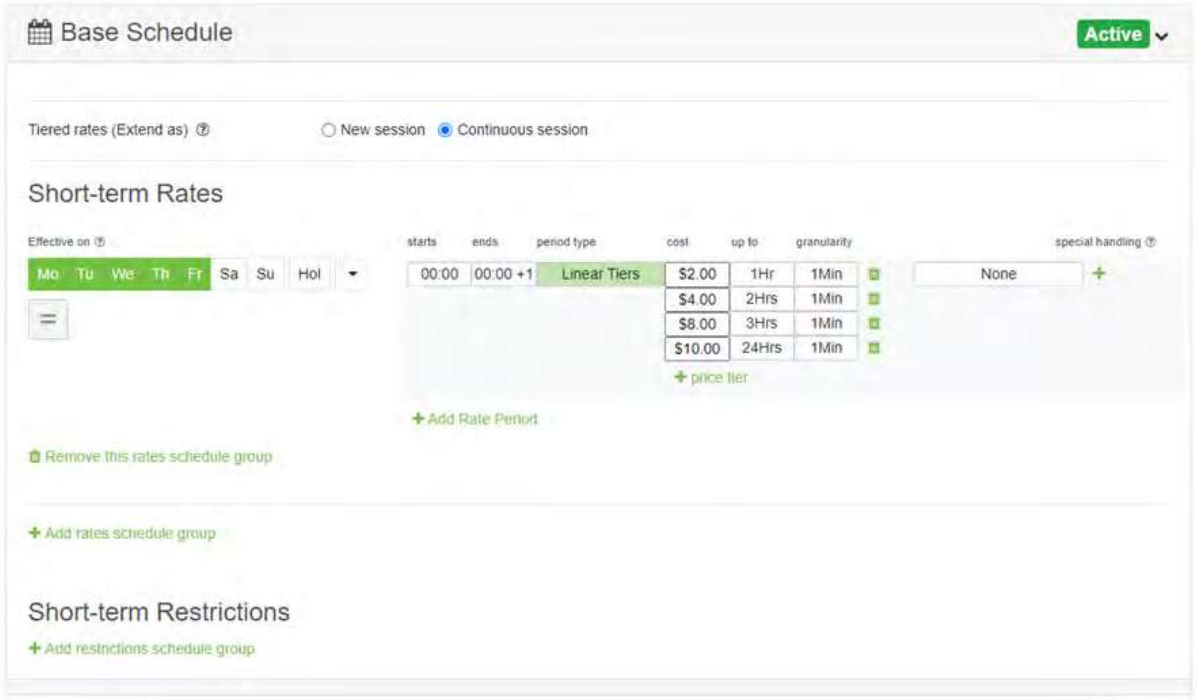
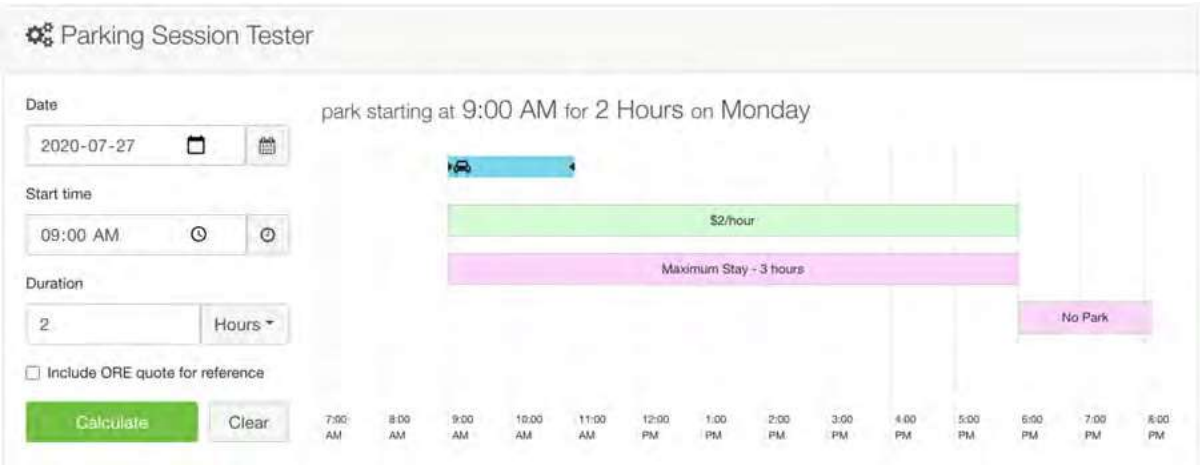
of pricing structures including tiered, dynamic pricing, and even allows for event rates. All these features are available as self-serve.

A wide range of policy formats can also be set up in the rates engine, from establishing time duration to enforcing parking restrictions. Below are examples of the self-serve rate portal, which provides the ability to adjust your base schedule or set up a temporary override as well as our session tester, a PayByPhone exclusive feature that allows you to test your rate settings before going live.





PayByPhone's solution is designed to seamlessly integrate with all common enforcement hardware and software vendors. Some of these include Civic Smart, Complus, Conduent, Genetec, gtechna, iParq, IPS, MacKay, NuPark, T2Systems, Turbo Data Systems, VenTek, and Vigilant Solutions—among many others. The following is a snapshot of our partners offering enforcement, license plate recognition (LPR), and pay station solutions.

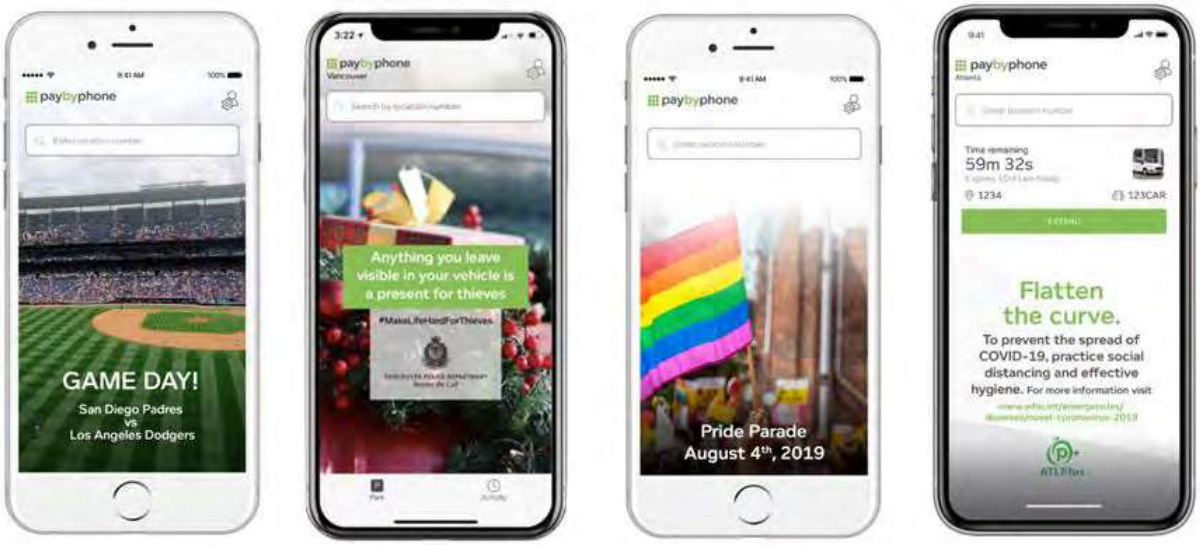
Part of what makes PayByPhone a successful adoption story and sets us apart from our competitors, is access to our customer support service. This free service (utilizing a local rate telephone number) connects the driver to a live agent who can set them up with a PayByPhone account should they experience any issues doing so themselves. The customer support line (available in English, French, and Spanish) also addresses questions and escalates technical queries. Underpinning it all is our PCI-DSS Level-1 compliancy, which we've maintained ever since being accredited in 2008.

PayByPhone can support different rate structures for different profile types through the optional PayByPhone **Rights and Rates** feature. During COVID-19, PayByPhone's **Rights and Rates** feature was used by municipalities to waive parking fees for healthcare and other essential workers as well as remove the maximum stay restrictions for these drivers, thereby allowing crucial services to continue uninterrupted.

The Miami Parking Authority (MPA) and the City of Fort Lauderdale have utilized PayByPhone's **Rights and Rates** feature to provide discounted parking to residents. These resident discount programs with the MPA encourage drivers to seek local options for shopping and entertainment, and with the discount only being eligible when paying for parking through the app, residents experience a truly contactless payment method while remaining connected to their City. Additionally, the resident discount essentially works like an added "tax" to all visitors to the City since non-resident license plates do not receive a discount.

These are the features unique to PayByPhone innovation:

Dynamic white label – Dynamic white labeling changes the way drivers see the City's parking landscape. This add-on service allows the City to customize the home screen real estate by highlighting its brand, promoting local events, or celebrating national and regional holidays. Leveraging this service gives you a powerful new marketing tool to help enhance your brand recognition, build goodwill among drivers, and potentially create a new revenue stream for your parking operations by offering to promote local festivals and cultural and sporting events, as well as corporate partnerships and local businesses for a fee. Enable this add-on to maximize visibility of your locale each time a driver interacts with the app.



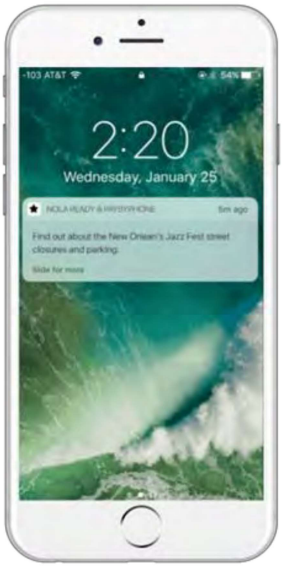
"Alexa, ask PayByPhone to start parking" – PayByPhone's integration with Amazon takes the in-car parking payment experience to another level and brings mobility as a service (MaaS) into sharp focus as a value add to any City looking to progressively streamline its technological outreach in parking services. Amazon Echo Auto connects to Alexa using a mobile device and plays through car speakers via Bluetooth or auxiliary input, allowing the driver access to over 90,000 skills. By enabling the skill and connecting their existing PayByPhone account through account linking, drivers simply say: "Alexa, ask PayByPhone to start parking" to begin a new parking session at the desired spot and location.

"Hey Siri, park me at work" – PayByPhone has enhanced the parking experience, leveraging voice command technology to offer complete hands-free mobile parking. Voice assisted technology offers a safe and convenient way to transact throughout the parking journey. Drivers in all PayByPhone regions can use the iOS app, Siri to pay for parking and extend their parking session using Shortcuts in the language of their choice. The supported languages are Dutch, English, French, German, Italian, Punjabi, Simplified Chinese, Spanish, Traditional Chinese, and Welsh. Once configured, paying for parking is as simple as saying "Hey Siri, park me at work."

Optionally, drivers can create a Siri Shortcut through the PayByPhone app, or through the Apple Shortcut app. The default phrase is "Park with PayByPhone." This Shortcut guides the driver through a series of steps to start a new parking session. Drivers can create as many variations of a voice command as they wish, for example, "park at work," "park at the gym," or "park at school." Drivers can voice-command using either their phone or the technology in their car to activate Siri.

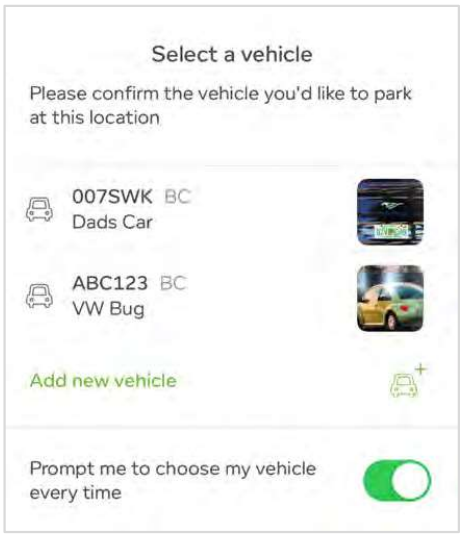
- *On the phone*
  - The driver doesn't have to unlock their phone or open the PayByPhone app to park with Siri. They simply interact with Siri on their device or complete an entire parking session using only voice commands.
- *In the car*
  - A driver can pay for parking, extend parking, or get information on an active session by pressing the steering wheel voice button, or simply say "Hey Siri" followed by their Shortcut.

Push notifications – Along with in-app messaging, PayByPhone's push notifications maximize driver engagement and retention, which help drive adoption rates in the City. Based on the geolocation of the driver, PayByPhone uses a real-time push and email engagement tool with built-in analytics. This allows the City to engage drivers with transactional, promotional, and service-level messaging on a segmented audience basis. Notifications could include items such as parking bans, snow emergencies, or parking changes during City special events or sporting events.



Pay-by-License Plate – The versatility of the PayByPhone app is such that it allows drivers to register multiple vehicle license plates with an active account and then to choose which vehicle's license plate to use when initiating a parking session. Images of a vehicle and its corresponding license plate help to identify the correct license plate, especially when more than one vehicle is linked to a PayByPhone account.

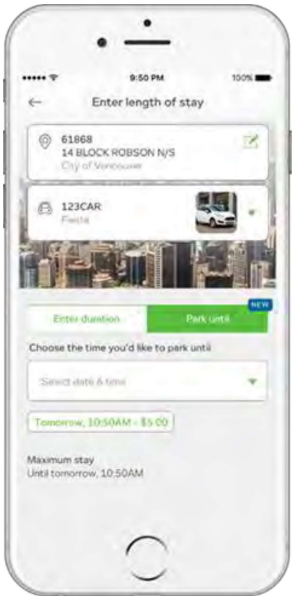
Prior to implementing this complimentary feature (adding the imagery), 20 percent of all service tickets created were related to drivers "parking the wrong vehicle." With this visual cue now assisting drivers to select the right vehicle, the percentage of tickets opened for this issue has since averaged eight. This is a true testament to the success of this seemingly simple user feature, and also reiterates PayByPhone's mantra to create a better parking experience for all.



Dark mode – The PayByPhone app is available in dark mode for both the iOS and Android platforms. Dark mode reduces a driver's exposure to blue light at night, which is disruptive to sleep.

Park Until – PayByPhone's Park Until feature allows drivers to specify when to end their parking session. This means drivers won't have to estimate the duration of their stay nor will they have to return to the meter to add extra time. The feature is a continuation of PayByPhone's seamless, contactless parking experience.

The **Park Until** feature contains built-in respect for all existing parking rules. In other words, drivers who select Park Until while parking in an area with maximum stay times or defined No Parking Periods won't be able to select times that violate the in-place parking restrictions. This feature will also automatically extend (at no extra cost) to the end of a non-chargeable parking period if a driver initially selects an end time outside of chargeable parking hours.



QR Codes - PayByPhone supports **QR codes.** These codes can easily be added to signage and decals. Once the QR code is scanned via the driver's mobile device, the application will automatically launch, and the driver can easily download the app if they don't have it already or complete their session if they are an existing PayByPhone user.

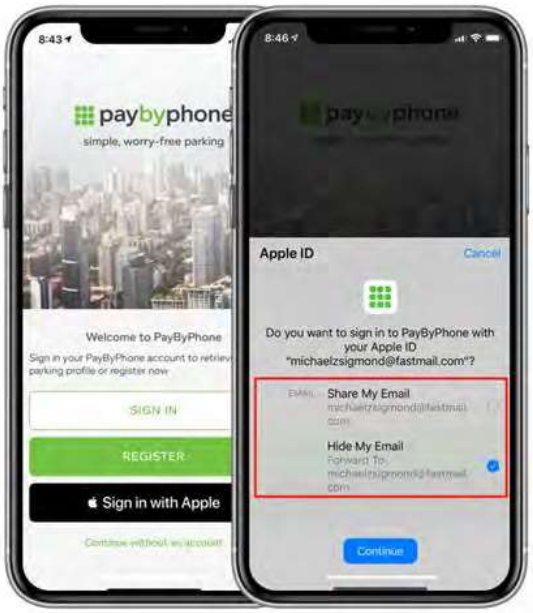
Guest Parking - was a first-to-market feature of the PayByPhone app. It's an appealing feature because it lets drivers use the app without necessarily installing and registering for it. Through the Guest Account, drivers enter a location code, parking duration, and license plate number on a mobile supported website. This feature particularly appeals to drivers who are a one-time park-and-pay customer. Guest Parking is known to have increased usage of and loyalty to the brand across multiple cities. This in turn has resulted in guests converting to registered customers.

Extending time remotely – PayByPhone can notify the driver via an SMS alert that their parking session is about to expire. It allows for the extension of time, provided the additional time purchased does not exceed the maximum time allowed for that specific parking space.

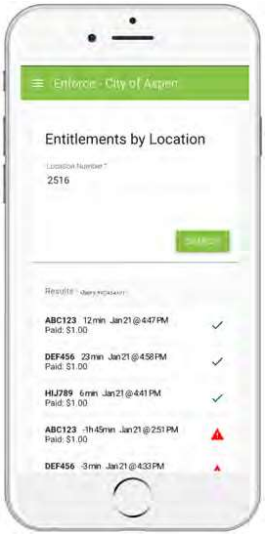
Nearby locations and maps – Maps is a great way to visually understand parking at a city level, encourage driver adoption of digital parking, and reduce traffic by empowering drivers to plan for parking ahead of time. This feature is an intuitive way for drivers to find and enter their location number. In so doing, drivers avoid entering the wrong location number and save time looking for parking options. Occasionally, drivers may pay with cash to start their parking session and then may want to extend that session.

Maps enable drivers to find the correct location number instead of rushing back to their vehicle. When location services are turned on, drivers are able to visualize parking locations around them or wherever PayByPhone is available. Drivers can also interact with the map to stay informed of hours, restrictions, and accepted payment methods. Combined with **Nearby** Parking, **Recent**, and **Favorite** locations, PayByPhone makes it easier than ever to park.

Apple Sign In – For a much faster onboarding app experience, drivers can use Apple Sign-In to register and log into the PayByPhone app. Apple Sign-In enables drivers on the iOS platform to register a new PayByPhone account or log into an existing account using their Apple ID credentials and biometric authentication on iOS (Face ID and Touch ID). This means no need to enter an email address or create a password. The feature also offers more control over privacy with the hide my email option.

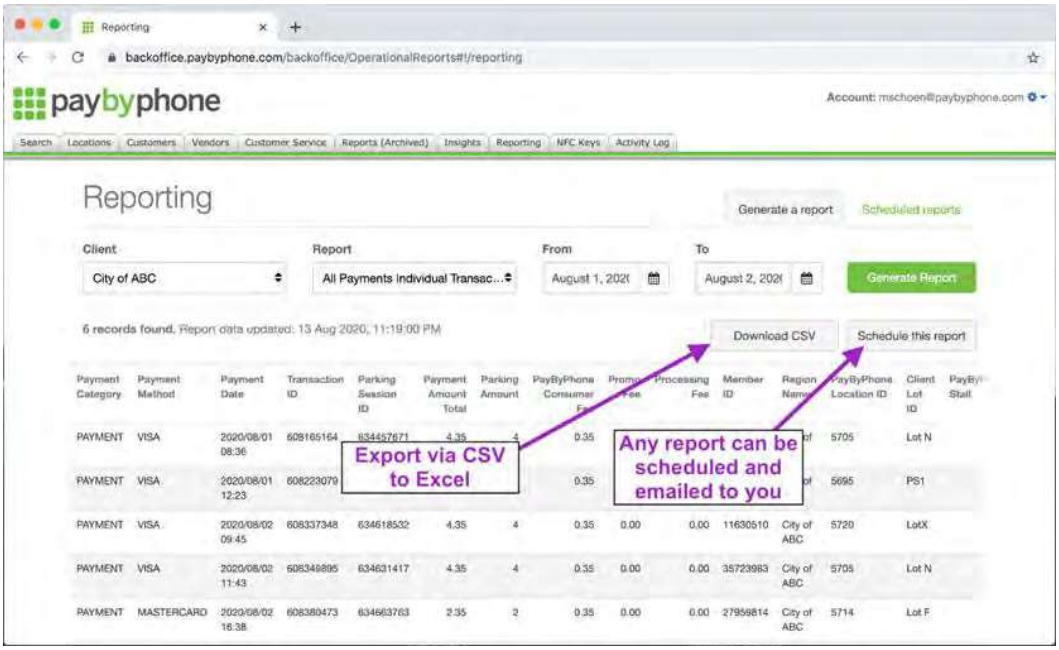


ParkEnforce – A complimentary solution to check mobile payments for your enforcement team. While PayByPhone specializes in integrations, and we can integrate with the enforcement solution of your choice, we offer our own enforcement app, which allows your enforcement team to verify payment activity by license plate or location number and is often viewed as a backup enforcement tool for operations.



Adjust rates independently and in real-time – Our flexible rates engine, hosted in PayByPhone Portal, gives you complete oversight into how you configure and control your rates and variable rate structure, even allowing for dynamic pricing and event rates. You can personalize rates based on driver eligibility and permissions, for example, residents, disabled persons, or car shares. Our preview feature, called the parking session tester, lets you preview the rate and restriction schedule prior to these going live. This allows you to quickly identify and eliminate errors before deploying complex rates and restriction schedules. A wide range of policy formats can also be set up in the rates engine, from establishing time duration to enforcing parking restrictions.

PayByPhone Portal – Our cloud-based PayByPhone Portal is your mission control center where you're empowered to customize parking rates and schedules, view data analytics, and call up reports – all self-serve in real-time. This rich source of data information can be mined for the visually appealing, true transactional value of the PayByPhone app. The dashboard showcases key performance indicators (KPIs) that reveal insights into parking behavior, identify overutilized/underutilized parking locations, and visualize parking revenue trends. As well, the administrative PayByPhone Portal allows you to generate comprehensive reports at any time and see useful data on everything from daily operations to transaction details.

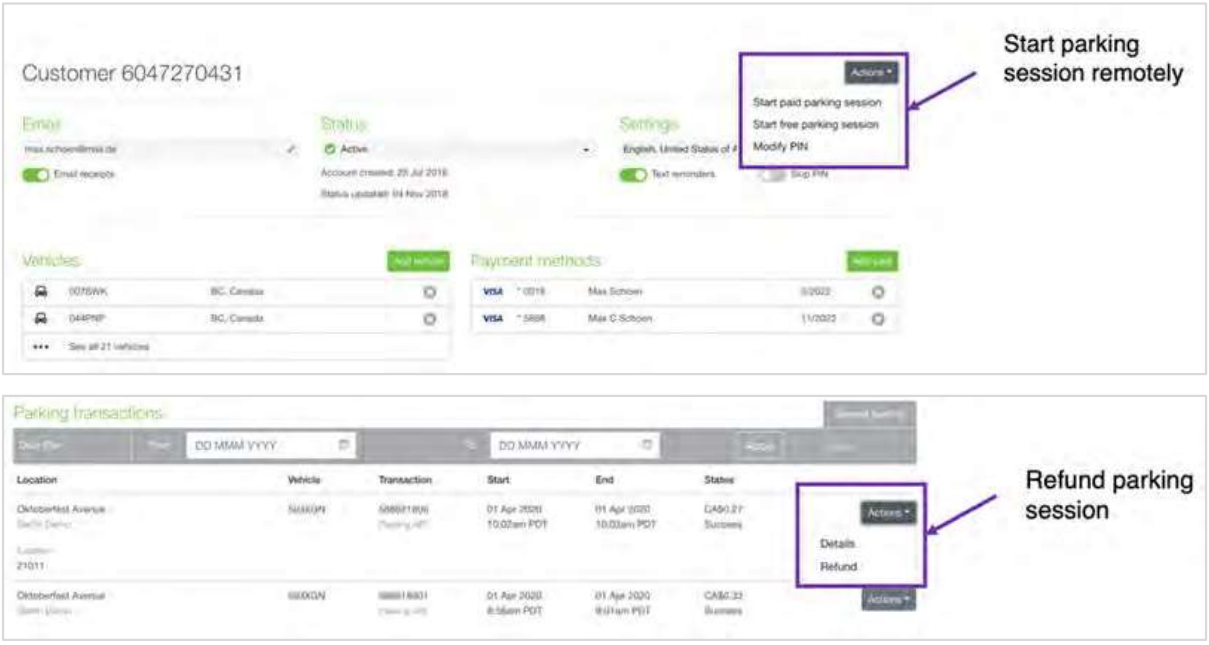


This self-serve backend platform gives you complete control of your parking operations. It supports different levels of access depending on your employees' administrative rights.

With many configurable options, you can set up accounts, book and end parking sessions, process refunds, and search for any active (or historic) parking session via the driver's license plate number, telephone number, or last name.

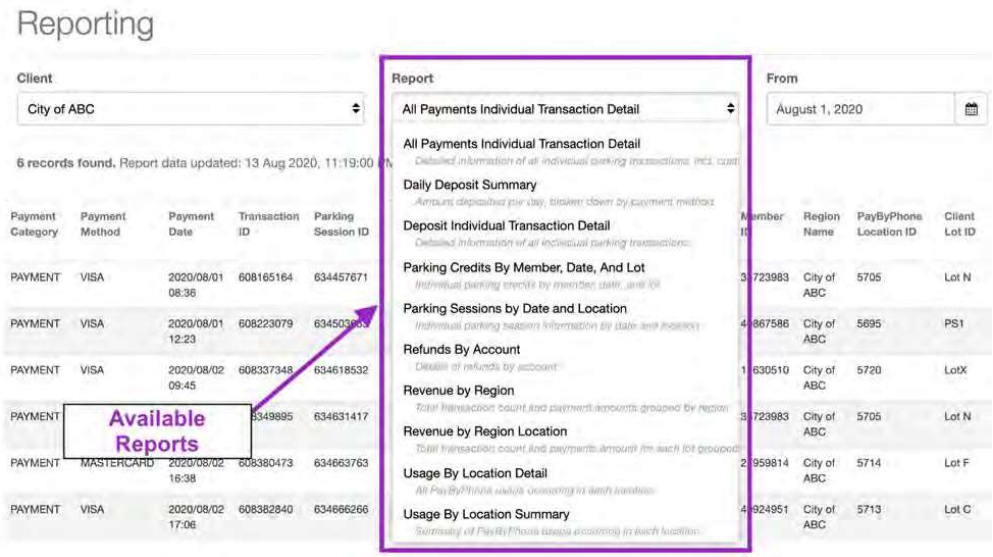
The PayByPhone Portal dashboard showcases key performance indicators (KPIs) that reveal insights into parking behavior, identify overutilized/underutilized parking locations, and help visualize parking revenue trends. The platform also allows you to generate comprehensive reports at any time to view data on everything from daily operations to transaction details. You can even schedule these reports to run at regular intervals and be emailed to you.

For audit purposes, PayByPhone logs the details of the City's employees' interactions with PayByPhone Portal by activity, date, and time. We log the details of the parking enforcement officers' activity too, so that we can assist the City in responding to disputed parking citations.



PayByPhone Reporting includes all reports that are needed for your finance department, parking studies, and reporting to management. Reports generated include:

- All Payments Individual Transaction Detail
- Daily Deposit Summary
- Deposit Individual Transaction Detail
- Parking Credits by Member, Date, and Lot
- Parking Sessions by Date and Location
- Refunds by Account
- Revenue by Region
- Revenue by Region Location
- Usage by Location Detail
- Usage by Location Summary



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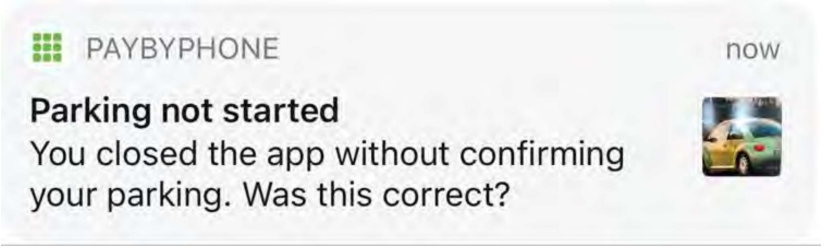
Our reporting engine is located on a separate server that is optimized for reporting purposes, allowing even large datasets with over a million data points to load within moments.

Customer support – Part of what makes PayByPhone a successful adoption story and sets us apart from our competitors—is access to our customer support service. This complimentary service (utilizing a local rate telephone number) connects the driver to a live agent who can set them up with a PayByPhone account should they experience any issues doing so themselves. The customer support line (available in English, French, and Spanish) also addresses questions and escalates technical queries.

Driver Support Services

Reminder to complete – Reminder to complete is a message that pops up if a parking transaction has been started but not completed. This unique feature stems from in-depth analysis of driver behavior in real situations. This point of detail is a good example of the constant refinement and enhancement to the PayByPhone service thanks to its many international deployments.



We provide a unique, localized marketing program that runs throughout the year. For maximum success, we submit a marketing plan for the City's input and approval prior to launch. This plan is then revised and improved upon each year, with key data insights and performance metrics, to ensure all learnings can be applied, thereby helping to increase adoption and usage.

Figure: *We Are Where You Dine Sweepstakes, Miami, FL, 2020*.

Figure: *2020 Seattle holiday campaign.*

PayByPhone Business means one convenient payment method for fleet parking, with expense reporting made simple as parking transactions are billed to one account and consolidated into a single report. Fleet managers can manage and verify parking expenses from any device, and only authorized drivers and vehicles can use the business payment method.

PayByPhone Business brings a fleet's parking under one easy-to-use, centralized system, so fleet managers have visibility over all parking activity in a simple solution – one app and one interactive dashboard. The PayByPhone Business solution is scalable, so there is no limit to the number of drivers and commercial vehicles a company can add to the system.

Fleet managers can add, remove, and authorize drivers and vehicles easily. Payment can be made from one credit card for maximum simplicity. And for added security, once a driver or vehicle is deleted, the associated business payment card will immediately be unlinked from that driver's PayByPhone account, safeguarding the business account.

In addition, PayByPhone has the ability to offer adjusted rates to a limitless amount of user categories:

- Commercial vehicles by classification/type
- Healthcare workers
- Telecommunication services
- Service providers
- Non-profits

Benefits for fleets:

- Save time by automating processes.
- Stay on top of parking fines by equipping drivers with an app to pay and extend parking.
- Visibility into parking expenditures and activity: locations, dates, frequency, cost
- Remove the need to submit individual parking expenses.
- Access consolidated reports to reconcile transactions.
- Self-service management of business account

Benefits to the City:

- Increase compliance.
- Increase revenue.
- Insights/data – know more about where commercial fleets are parking.
- Control
- Reduce abuse.
- Seamless enforcement

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City of Aspen, CO

The City of Aspen has been a pioneer in the parking industry, being one of the first adopters of mobile parking payments. Aspen has actively and closely worked alongside PayByPhone since 2008 building opportunities that help promote the service to residents and visitors. Over the years, Aspen has increased its parking rates and, as a result, created a program for commercial fleets conducting business in the City. The program offers discounted rates to approved commercial vehicles; however, the management of this program was very labor-intensive for the administrative and enforcement teams.

Aspen was seeking a digital, seamless solution for its already well-received service vehicle program. With increasing compliance and revenue as a goal, it was an easy decision to introduce PayByPhone Business to commercial fleets. A collaborative effort was developed to ensure fleets was a smooth onboarding onto the PayByPhone Business platform. Our Rights and Rates feature was incorporated to offer adjusted rates to approved fleets. The approved license plates are identified as a commercial fleet and the app displays an adjusted rate. With the roll-out of PayByPhone Business, our Client and Customer support teams were able to streamline this program, and as a result, the City has seen a reduction in administrative tasks. Our already existing integration with the City's enforcement provider continues to offer consistent enforcement.

The transition to PayByPhone Business was smooth. The app has been embraced by the City's commercial fleets, which have reported back this is convenient and easy to use. Collectively, the City of Aspen and PayByPhone continue to provide support to local Aspen businesses. A truly symbiotic relationship.

3.1.2 Include information regarding enhancements or additional modules expected to be available within the next year, including a software refresh schedule.

Partnership for mutual success is a mantra at PayByPhone. Our long-term partnerships result in the highest adoption rates in the industry – a metric that helps define project success.

PayByPhone's mobile payments account for greater than 50 percent of parking revenue for many of our clients and greater than 90 percent for some of our key clients. These high adoption rates are because PayByPhone provides ongoing promotional support to the City to accelerate driver adoption. As well, the nature of PayByPhone's service as a single, globally available app helps boost adoption rates because drivers will often already be familiar with the app from their use of privately-owned off-street lots that feature PayByPhone.

The single, globally available mobile app means that clients will automatically benefit from enhancements that we are constantly making to the platform without incurring additional and costly "app upgrade" fees. At the same time, PayByPhone's optional dynamic labeling feature enables clients to provide a locally relevant user experience for City drivers. As a SaaS company, PayByPhone performs continuous refreshes using a continuous deployment model.

Please see images below regarding work recently completed by PayByPhone, plans for this year, and a timeline of development.

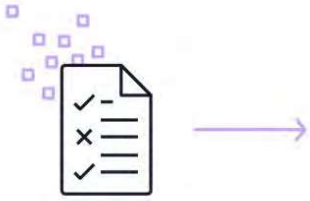
2022

- Site Reliability manager hired
- Graduated On-Call Process (Shadowing)
- Bi-Monthly On-Call Bootcamp trainings
- Monitoring/Alerting Improvements/Additions
- Red Alert
- Release Warranty Procedure
- On-Call rotation schedule changed to 7 days
- Incident management process/mitigation process
- Globalized Platform Visualization dashboards (SRM)
- Detailed Incident reporting and analysis

2023

- Further 1 FTE on Site Reliability
- Code Deployment audit/improvements
- Monitoring modifications/additions
- Event Orchestration implementation
- New Disaster Recovery Plan
- Expanding SRM/SRE
- Service Excellence Council (Led by SRM)
- Migrating out of local data center to AWS (next slide)

paybyphone

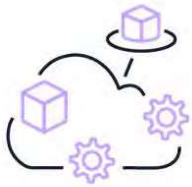


Assess

1. Assess the resources ☑
2. Define scope of work ☑
3. Determine technical requirements ☑

Mobilize

1. Create a plan and schedule ☑
2. Engage teams ☑
3. Begin mobilizing ☑



Migrate & Modernize

1. Modernize Architecture ☑
2. Monitor Migration ☑
3. Test and verify
4. Better reliability, observability, performance

PayByPhone - Timeline

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3.1.3 What is your level of commitment to continuous system improvements (upgrades), expansion of system capabilities and providing client support?

PayByPhone's commitment to continually innovates to keep abreast of consumer and client needs has and always will be a top priority--one of the reasons we are the most used and loved mobility parking payment app in the world. We are dedicated to offering drivers a host of features that facilitate a contactless, frictionless, and enjoyable parking experience. We know that by implementing our solution, the City will always have the latest and greatest value add features and capabilities that come from partnering with clients from around the world to innovate parking. Expansion requests must be evaluated for scoping to determine feasibility.

City administrative staff will have a dedicated client account manager to contact via email or toll-free number, between 8 a.m. and 5 p.m., Monday to Friday. We can respond to administrative staff within 24 hours, exempting calls and emails received on weekends. In this case, depending on the complexity and urgency, a response is still usually provided on Monday. PayByPhone can usually respond to technical inquiries within 60 minutes. However, this is largely dependent on the complexity and coordination of the response to the appropriate groups. The process to trigger an emergency support issue simply requires City staff to call the toll-free emergency support phone number or email sys911@paybyphone.com, providing the specific details of the issue.

3.1.4 Describe user interface capabilities, including remote and mobile access.

The PayByPhone solution supports least privilege and role-based access controls. Drivers access our mobile app or website to initiate a parking transaction. Users of the solution with access to the PayByPhone Portal can view/manage parking inventory, rates, and transactions based on individual, independent access authorizations assigned per user. This is assessed in our annual PCI-DSS and SOC 2 Type 2 assessments.

3.1.5 Provide a complete description of any client-side technical specifications and/or hosting requirements for the platform proposed.

PayByPhone is a SaaS solution. Access to the PayByPhone portal will require authorization by the City and credentials for each authorized representative. The Cities staff will require an Internet connection and a modern browser (i.e., Chrome, Firefox, Edge) on a workstation or laptop. There are no hosting requirements for PayByPhone's proposed solution.

3.1.6 Identify any third-party software required to provide the functionality required by the City.

PayByPhone is a software as a service (SaaS) solution, therefore, no IT hardware or third-party software required to deploy the app as outlined by the City and acquire functionality. An API integration with the City's enforcement provider(s) will be necessary to ensure a seamless flow of payments occurring within the PayByPhone app to enforcement devices, but this will not require a third-party software.

3.1.7 Describe the customer registration process for the proposed Mobile Parking Payment System, including whether pre-registering over the internet or other method is required for first-time users.

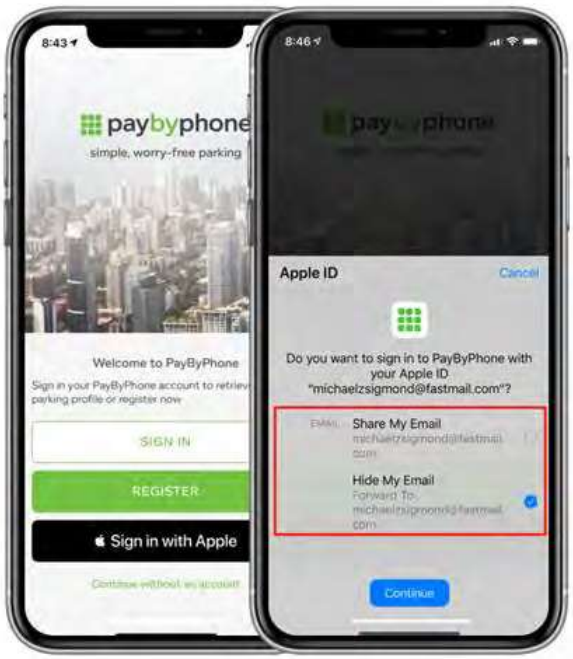
PayByPhone supports a variety of options for drivers to initiate that first session via our services. These include both web and app options. Pre-registration is not required with both options using our guest feature. We accept a variety of payment methods including Mastercard, Visa (debit and credit), American Express, Discover, Apple Pay, Google Pay, and PayPal. Our app enables drivers to pre-purchase parking outside of designated parking hours. Our rates engine always calculates the lowest possible rate, which means the driver will never be charged for free parking times. Our list of options are outlined below:

Guest Parking was a first-to-market feature of the PayByPhone app. It's an appealing feature because it lets drivers use the app without necessarily installing and registering for it. Through the Guest Account, drivers enter a location code, parking duration, and license plate number on a mobile supported website. This feature particularly appeals to drivers who are a one-time park-and-pay customer. Guest Parking is known to have increased usage of and loyalty to the brand across multiple cities and has resulted in guests converting to registered customers. This feature is available on the Web and the App.

Direct Registration - Drivers may choose to directly register for a PayByPhone account within the app or via the Web. The user's phone number serves as their account number for quick and easy registration. Only a phone number, email address, and a selected password is required to create an account. This feature is available on the Web and the App.

Facebook Sign In - New users may choose to utilize the "sign in with Facebook" option to skip full account creation utilizing their Facebook credentials for quick sign-up and log-in. This feature is available on the Web and the App.

Apple Sign In – For a much faster onboarding app experience, drivers can use **Apple Sign In** to register and log into the PayByPhone app. **Apple Sign In** enables drivers on the iOS platform to register a new PayByPhone account or log into an existing account using their Apple ID credentials and biometric authentication on iOS (Face ID and Touch ID). This means no need to enter an email address or create a password. The feature also offers more control over privacy with the hide my email option.



W paybyphone.com

3.1.8 Describe billing process. Web based invoices? Mailing out of invoices?

Typically, transaction fees are invoiced to the City monthly and are distributed by email in the form of an invoice within the first few days following month end.

3.1.9 Describe the customer's enrollment process, including 24 hour availability, and local vs. toll free number registration number.

The driver enrollment process is described above in question 3.1.7 (customer registration).

Part of what makes PayByPhone a successful adoption story - and sets us apart from our competitors - is access to our 24-hour customer support service. This complimentary service (utilizing a local rate telephone number) connects the driver to a live agent who can set them up with a PayByPhone account should they experience any issues doing so themselves. The customer support line (available in English, French, and Spanish) also addresses questions and escalates technical queries.

3.2.0 Describe your customer support services. Hours of Operation? Customer notification process? Ability to provide speedy and accurate resolution? Policy for addressing complaints? Ticket resolution?

Please additionally refer to our response in question 3.1.9 for customer support services. PayByPhone uses Zendesk, the world's biggest cloud-based helpdesk solution, to track and manage drivers' support tickets. Tickets are received via the Web or our browser based on user input, and our full-time resolve is currently 1 business day for North America. PayByPhone is committed to quick and accurate responses to address driver concerns. We also use Zendesk's advanced analytics and machine learning capabilities to continuously enhance our processes around user satisfaction and performance. Additionally, we offer an in-app chat support service that's available to your drivers 24/7 to assist with questions.

When a driver approaches our customer service team with a question related to a ticket (citation), we refer to parameters set in place with the City to determine our next steps and response. Based on these parameters, we may advocate for the driver with the City; however, PayByPhone does not have the ability to remove citations directly.

3.2.1 Does the system identify the car by the license plate or stall number?

The PayByPhone system can support both pay by license plate and pay by space (stall) setups.

3.2.2 Is your mobile technology actively used in over 250,000 spaces? If not, how many?

Yes, PayByPhone is a global operation with 20+ years' experience. We are actively present within more than 1,300 cities worldwide and across 7 countries with 60+ million users and actively present within 3,750,310 spaces globally as of October 2022.

3.2.3 Do users receive a text message reminder before a parking session expires?

As a driver opt-in feature, PayByPhone sends parking session expiry reminders via push notifications and SMS prior to parking expiration.

3.2.4 Can users review their profile and parking history online?

Drivers can view their parking transaction history via the mobile app (under Parking History) and on the PayByPhone website (after signing in). Each transaction can be exported individually to a PDF file. For a detailed view of transaction history by selectable date range with the ability to print receipts as needed, drivers need to visit their Detailed Parking Transactions page (accessible via the PayByPhone website only). Detailed parking transactions can be searched by date-range and exported to CSV or PDF files.

3.2.5 Can users park using any phone (e.g. not restricted to the phone they registered with)?

Yes, drivers have the option to pay using the web as well as an app and can log into their account on any device—not just the one they used for initial registration. Additionally, drivers can pay via phone call (optional interactive voice response [IVR]), app, or mobile website. For the website option, drivers can park and pay quickly without registering for an account. PayByPhone doesn't require pre-registration to park, and we also operate a "guest account" service for drivers (an industry first). With this variety of options, the City's drivers are provided equitable options to park regardless of the phone type.

3.2.6 Does the system have the ability to:

Please see responses for each item below:

a. **Utilize maximum stay restrictions?**

Yes, PayByPhone's dynamic rate's engine provides the ability to set limits on locations regarding how long a driver may select to park based on the City's policies. For example, if a location has a 2-hour maximum stay, the driver will not be able to initiate a session that exceeds 2 hours. Additionally, our system will prohibit them from extending time that collectively exceeds the City's maximum stay, and the City may choose how much time must pass between transactions before the driver can begin a new session within the same location.

b. Restrict people from re-parking for a set period even after parking expires?

Yes. Please refer to our response in section 3.2.6 (a).

c. Have different rates based on the day of the week?

Yes, PayByPhone's dynamic rate's engine supports a wide variety of rate structures from simple to quite complex. We can support different rates based on particular days of week as well as the time of day. Additionally, all rate related changes are self-serve in the cloud-based administrative platform, PayByPhone Portal and can be adjusted at any time. PayByPhone is happy to assist the City with this functionality if required. Our flexible rates engine allows for many different pricing structures including, but not limited to, linear pricing or tiered pricing and meets the City's request to provide pricing that varies based on the days of the week. For any upcoming rate changes, a new rate can be created and an **Effective from** date selected to implement the new structure.

d. Have different rates based on time of day?

Yes, please refer to our response in 3.2.6 (c)

f. Rates and restrictions can be different for every meter (if desired)?

Yes. Rates and restrictions are set per location number assigned to the area (meter).

g. Rates and restrictions can be set by zones?

Yes. Rates and restrictions are set per location (zone) number assigned to the area or (meter).

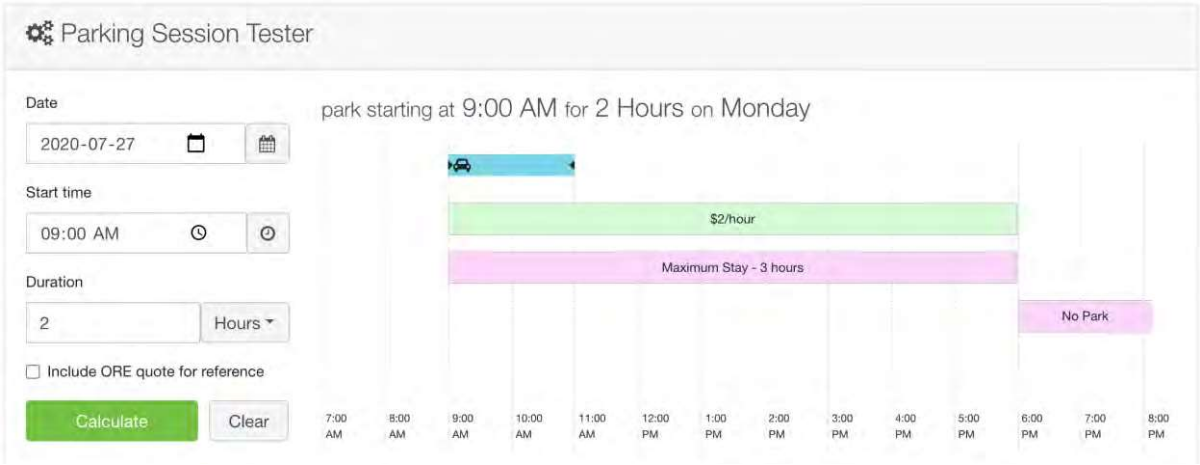
h. Restrict user access based on their ID/Password?

Yes, the **PayByPhone Portal:** PayByPhone Portal, our back-office administrative platform, is a cloud-based software that allows the City to authorize user access. Each user's access is unique to them with view/edit abilities according to the authorizations selected by the City.

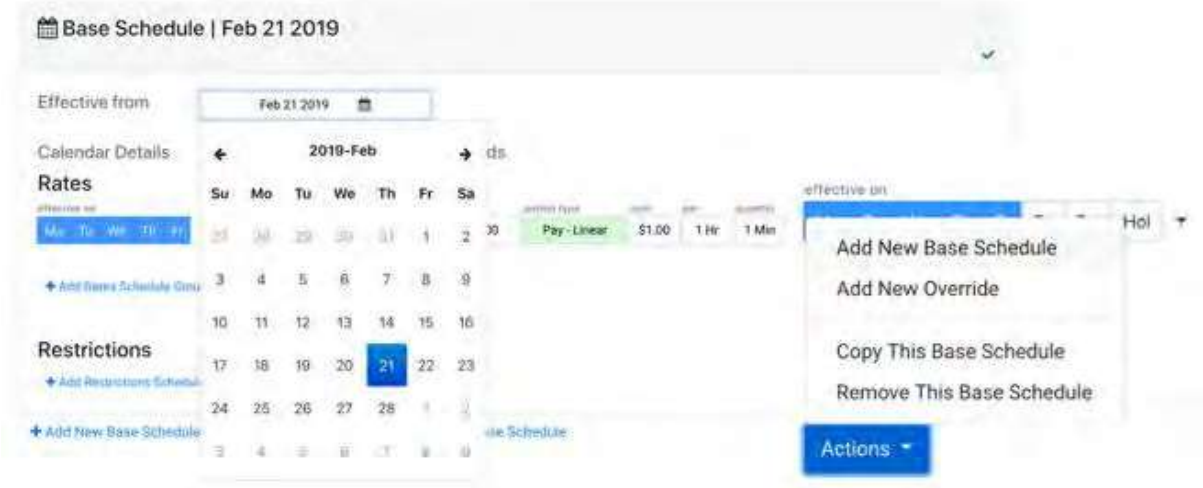
i. Allow one-time event parking?

Our flexible rates engine, hosted in the cloud-based PayByPhone Portal, gives the City complete control into how it configures and controls their rates. Our rates engine supports the complete pallet of pricing structures including tiered, dynamic pricing, and even allows for event rates. All these features are available as self-serve. That means you don't have to contact Client Success in order to perform a rate change (unless you want to).

Our **Parking Session Tester** that lets you preview the rate and restriction schedule prior to these going live. This allows you to quickly identify and eliminate errors before deploying complex rates and restriction schedules.



A wide range of policy formats can also be set up in the rates engine, from establishing time duration to enforcing parking restrictions. Event Parking will override your current rate schedule with a special set of rates and restrictions only for the event date and only for the affected location.



j. Multiple (flat vs. hourly) rate structure in one (1) facility?

Yes, our flexible rates engine, hosted in the cloud-based PayByPhone Portal, gives the City complete control into how it configures and controls its rates. Our rates engine supports the complete pallet of pricing structures including tiered, dynamic pricing, and meet's the City's

requirement for flat vs hourly rate structures within 1 facility by designating individual location numbers for each rate structure area.

3.2.7 Can users park using Text Messaging (SMS)?

PayByPhone offers the ability for users to pay for parking through QR code, which behaves the same way as if a user was texting a location code and getting access to a weblink to initiate payment [how current text-to-pay services work]. PayByPhone is exploring adding the text-to-web interface to its roadmap in the future.

3.2.8 Can users pay for parking using dial tone and/or voice-based vendor-hosted interactive voice response system?

Yes, as an opt-in solution for the City, drivers can pay for their parking using our smartphone app, via call (optional interactive voice response [IVR]), or our mobile website.

3.2.9 Will there be a toll-free number to initiate or extend parking sessions?

Yes, a toll-free number is provided for drivers to initiate and extend parking sessions via our opt-in IVR solution.

3.3.0 Do users have to pay an annual membership fee? If so, how much?

No, PayByPhone does not charge users to pay annual or membership fees to utilize our standard mobile payment services.

3.3.1 Does the system require integration with the meters?

No, the PayByPhone service does not require an integration with the City's meters to offer drivers full functionality.

3.3.2 Is the system in live use where it integrates to multi-space meters? If so, please provide location and system integration details.

Yes, PayByPhone has active integrations with multi-space meters. Below are a few examples of integrations we have in place.

Location/Client	Pay Station Brand	Details
City of San Francisco (SFMTA)	IPS & MacKay	PayByPhone has an active integration to push our payment data through the IPS platform, which allows consolidation of transactional data in one location. We also "light up" the MacKay meters on street

		where applicable when a payment has occurred within our app.
City of Redondo Beach, CA	Luke 2 (T2) & MacKay	PayByPhone has an active integration to push our payment data through the Digital Iris Platform, which allows consolidation of transactional data in one location. Iris also provides a final check for payment look-up, which requires a push from PayByPhone to Iris.
Lexington Parking Authority	Luke 2 (T2) & Cosmo	PayByPhone has an active integration to push our payment data through the Digital Iris Platform, which allows consolidation of transactional data in one location. Iris also provides a final check for payment look-up, which requires a push from PayByPhone to Iris.
Parking Authority of River City (Louisville)	Cale/Flowbird	PayByPhone has an active integration to push our payment data through the Cale/Flowbird Platform, which allows consolidation of transactional data in one location.
Translink	Luke 2 (T2)	PayByPhone has an active integration to push our payment data through the Digital Iris Platform, which allows consolidation of transactional data in one location. Iris also provides a final check for payment look-up, which requires a push from PayByPhone to Iris.

3.3.3 Has the pay-by-phone service integrated with or is in use at any gated revenue control systems? If so, please provide location and system integration details.

We are working hard to create a solid integration for gated environments that create a truly frictionless, touchless, and seamless experience for drivers. Our feature is being developed with drivers in mind, and already active in Europe where drivers authenticate their account for the AutoPass feature, which allows seamless parking in gated environments. In North America, we are open to exploring an existing partnership integration we currently have with Fennix, which ingests our payment data to open exit gates when a valid credential exists. We are currently still planning our North American strategy and welcome the City's input and partnership to assist in development of such a project.

3.3.4 Is your service in live use at over five US locations? If so, where?

Yes, PayByPhone is a global operation with 20+ years' experience. We are actively present within 155 US cities and in more than 1,300 cities worldwide and across 7 countries with 60+ million users and actively present within 3,750,310 spaces globally as of October 2022. Please refer to our attached references document for examples of five US locations.

3.3.5 Does your service integrate with wireless handheld systems? If yes, provide examples of live sites.

Yes, the PayByPhone solution integrates with a variety of enforcement providers using a real-time API, which includes wireless handheld systems as well as LPR. Please refer to our attached references document, which includes examples of sites with live enforcement integrations.

3.3.6 Is the system/software user-friendly? Please describe in detail.

Yes, PayByPhone's Web and App experience is user friendly with a process developed with the driver in mind. The steps to complete a parking transaction are intuitive with a logical flow that makes initiating a session frictionless and simple. Drivers can pay for their parking using our smartphone app, by calling a toll-free number from any phone, or by using our mobile website. PayByPhone accepts all major and many emerging payment options including Mastercard, Visa (debit and credit), American Express, Discover, Apple Pay, Google Pay, and PayPal. For the website option, drivers can park and pay quickly without registering for an account. PayByPhone doesn't require pre-registration to park, and we also operate a "guest account" service for drivers (an industry first). Drivers simply click the **Park** button on the website and are prompted to enter a location code, parking duration, vehicle plate number, email address, and valid credit card.

PayByPhone collects only the minimal data set required from drivers to deliver the services we provide. All data is collected in compliance with industry standards and adheres to the requirements dictated by state and federal laws. Core information, including license plate, phone number, and payment card details that are necessary to complete a transaction is entered directly by the driver for an initial set-up. Returning users only need to select their location and process their payment utilizing saved vehicle and payment data. This creates a user-friendly system that creates a frictionless parking experience for your drivers. Added features, such as our Apple Sign-In encourages quick and easy user registration to assist your drivers be on their way!

3.3.7 Do you have a marketing plan; i.e. recruitment process, decals, signage, advertisement mediums, etc.?

Our in-house marketing team will work with the City to design a unique Marketing Campaign to accompany the launch of the services that will effectively advertise and promote the service and engage the community. Our main objective is to increase the uptake of cashless parking throughout the life of the contract.

Marking Campaign

We have provided an example marketing campaign below. During implementation, our marketing team will work in partnership with you to design and deliver a customized marketing strategy which includes:

- PayByPhone marketing investment, at **no cost to the City**

- **Dynamic Labelling** provides a customed home screen image for the mobile apps.
- B2C campaigns throughout the year
- Clear concise **signage**
- **Social media** campaigns

We continuously measure and monitor our campaigns performance to identify gaps in the market. Each campaign will be delivered on a national and international level, designed to increase awareness of our customer focused service.

The following section provides an overview of the marketing campaign activities we recommend for launching and promoting the PayByPhone services while successfully encouraging drivers to sign up for the service.

The purpose of the campaign is to make the community, visitors and tourist aware that that the service is changing (and what to do)' when using PayByPhone to pay for parking. The aim of the communication is to make the changeover as stress-free as possible, and with minimal service disruption.

To ensure we are effective in communicating the service, we work with your communication and marketing teams to ensure news of the launch is featured prominently on both the City's and PayByPhone website.

Social Media is a powerful tool reaching a larger audience and an effective way to raise awareness and encourage drives to sign up in advance to the PayByPhone services in the form of:

- How to download and register the PayByPhone app
- Promoting local events
- Competitions and promotions
- Advertising new functionalities

We have social media presence on all major platforms including Facebook, Twitter, LinkedIn and YouTube. News and events are shared to reach a larger audience including the residents and tourist of Miami.

Posting content which announces that the service is coming soon with links to the customer videos showing how to download and register with the PayByPhone app, raises awareness and encourages new drivers to sign-up in advance.

We have provided below some example social posts we could include for the City of Miami.

Social Media Videos: A selection of PayByPhone generic videos are available to the City to use. These videos can be used on the Cities website, social media channels.

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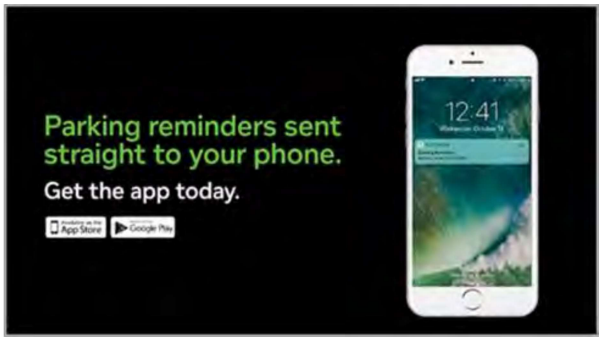
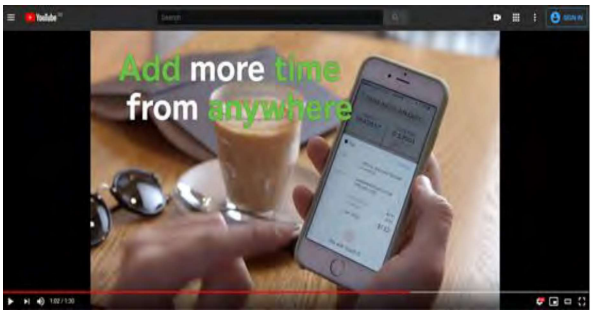
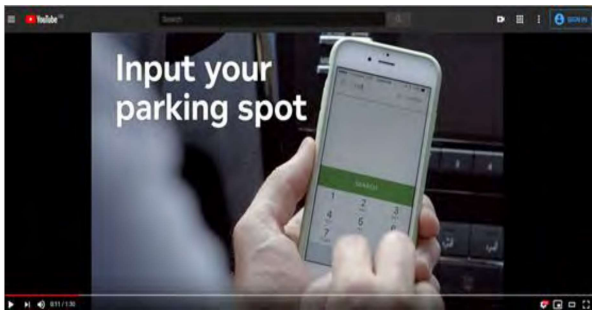


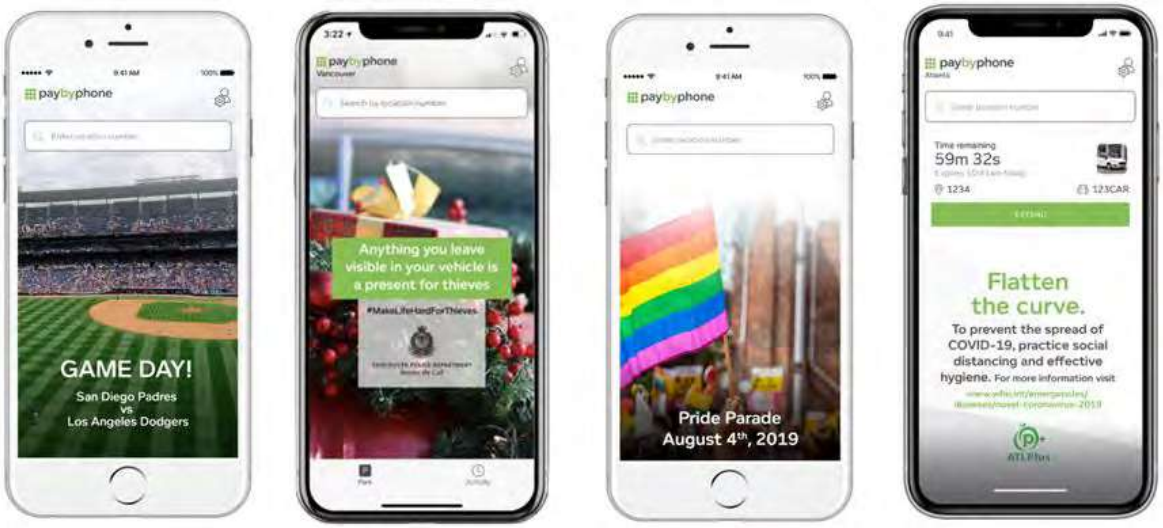




Landing Page: A customized landing page will be created containing information specific to the drivers of the City. This page contains information and videos on how to use the service and parking locations across Miami Beach.

Promoting the service post launch.

Dynamic Label: We 'localize'' our mobile apps for each client so they can choose an image of their choice which (using geo-locations) changes when the customer parks in their locations.



Signage: Having the right signage for each parking location is a key element in gaining awareness of the service and in achieving high levels of uptake. Signage will be attractive, authoritative, clear, and informative.

Multilingual

Linked to our global coverage our mobile apps supports a wide range of languages at the click of a tab, very helpful for tourists and visitors.

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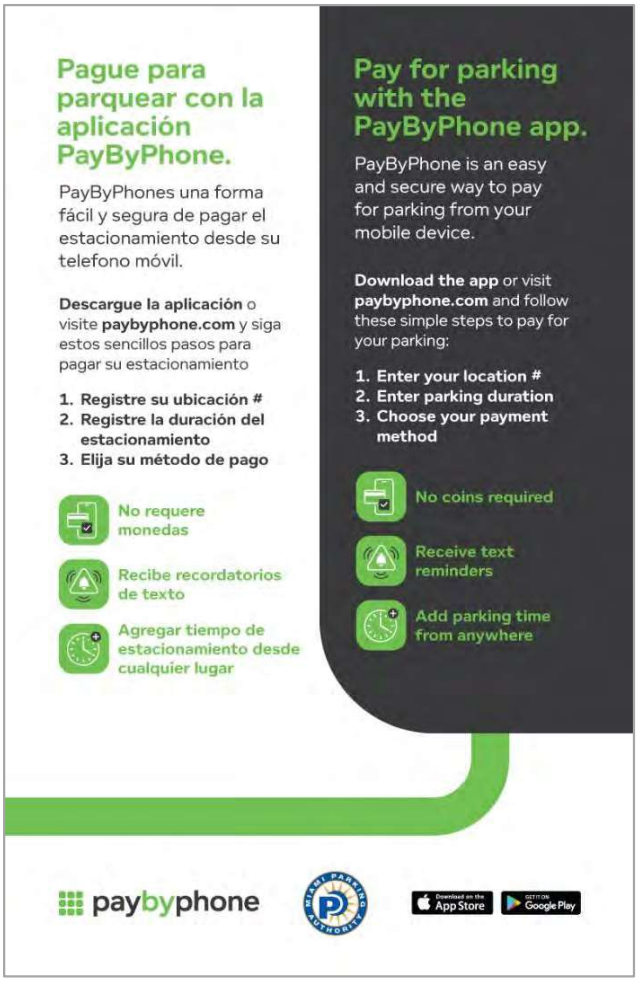
We recognize that Spanish is a dominant language spoken by over 50% of the population. We have provided below examples of marketing campaigns we can provide to the City of Miami Beach in Spanish.

Language Launch Package Example – City of Miami Beach, FL

Launch Poster:



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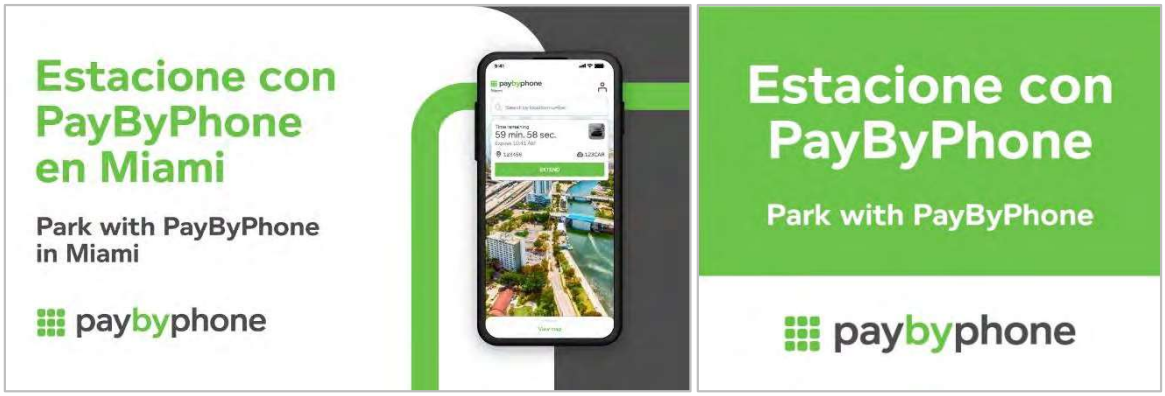
Launch Post Card:

Launch Social Posts:

Launch Website & Email Content:



Summer Campaigns

These campaigns offer fun give-aways for drivers using the service. We have provided an example of a mock marketing campaign that promotes the Miami Beach area.

'Discover Miami Beach with PayByPhone – Explore Your City like a Tourist'

The purpose of this campaign is to create community awareness about using PayByPhone when paying for parking, highlighting fun things to do in the Miami Beach are, and a fun giveaway to win '**Go City 5 Choice Explorer Passes'.**

The giveaway will be hosted on a dedicated landing page that will outline full contest details, prizes available to be won, a form where users can enter to win (requiring their PayByPhone account number), information about using the PayByPhone, and links to download the app.

To bolster awareness about the giveaway we will share boosted social posts on our Instagram and Facebook channels, and organic posts on Twitter, that link back to the landing page so people can easily enter to win and share the giveaway with others in their networks.

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Example Caption – 'Giveaway Time'

Miami Beach residents and visitors can now enjoy the convenience of PayByPhone when parking their vehicles across the city! Whether streamlining your commute, or facilitating your visit to the city, this partnership is sure to simplify your journey.

To celebrate the launch of PayByPhone in Miami Beach, we're hosting a GIVEAWAY! Two winners will each receive 2 'Go City 5 Choice Explorer Passes', that will get you access to some of the city's finest attractions, like the Zoo Miami, Speed Boat adventures, and the Miami Seaquarium!

Head to the link in bio and fill out the form to submit your entry. The contest closes [DATE].
It's that easy! Full contest details are available here.

https://park.paybyphone.com/simplifyyoursummer-miami/. Good luck!
[Short form terms and conditions will be listed here]

City Guide to Miami Beach

In keeping with the theme of things to do in Miami Beach and exploring the city like a tourist, we will also share a city guide blog article highlighting activities, shops, restaurants, and cafes people can enjoy near PayByPhone parking.

Experience: We Know the Aera and Clientele

With our established presence across southern Florida, PayByPhone knows the local audience, the clientele, and how to engage these communities to drive app adoption. Our community engagement campaigns illustrate our dedication to connecting with people in each area where PayByPhone operates.

We have provided examples below of some successful marketing campaigns we have launched in Miami.

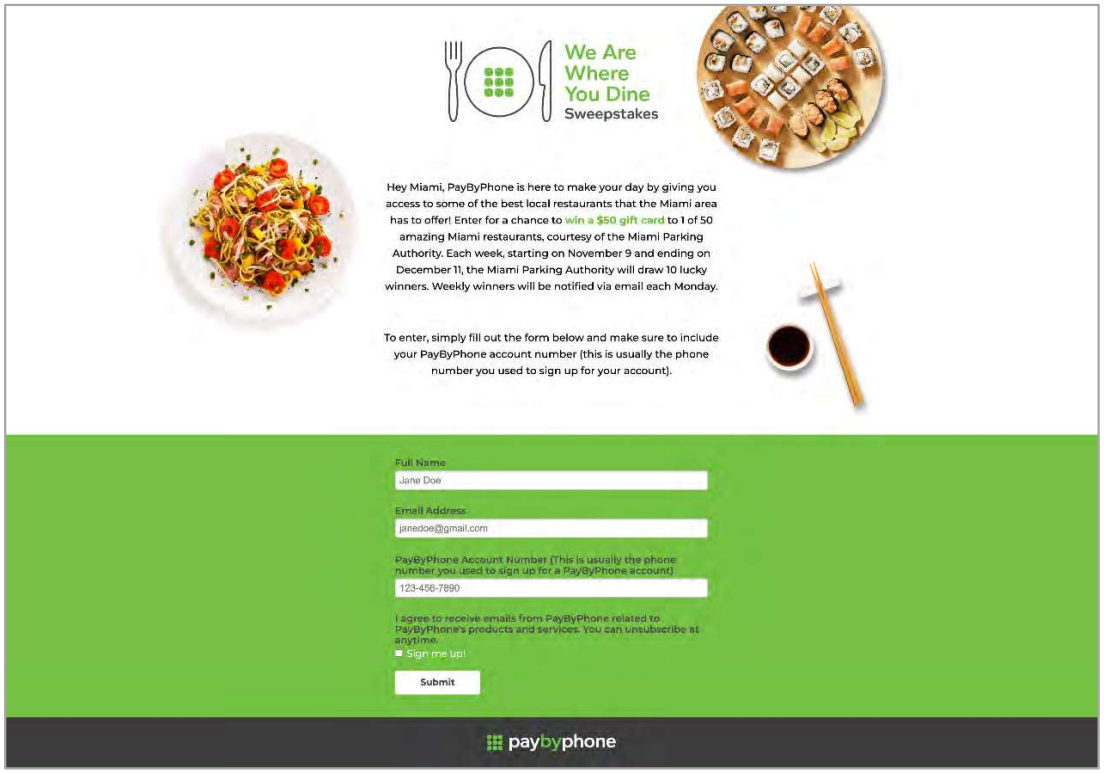
'We Are Where You Dine' Campaign

In 2020 we ran a contest in the City of Miami promoting awareness of PayByPhone, by hosting a giveaway campaign giving winners access to some of the best local restaurants that the city has to offer. PayByPhone users had the chance to win a $50 gift card to one of the many participating local restaurants, courtesy of the Miami Parking Authority (@mpacommunity).

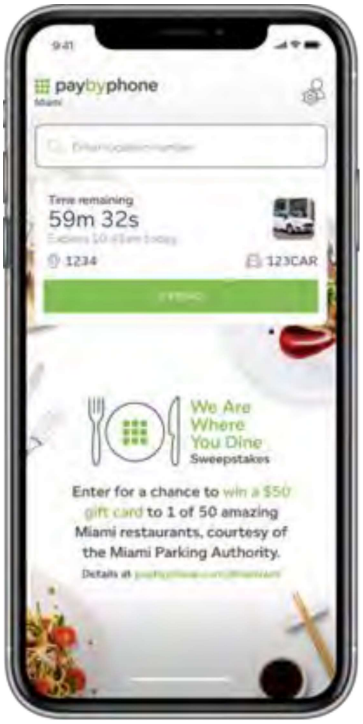
Campaign Tactics Used:

- Dedicated Landing Page
- Custom Dynamic Label Image
- Boosted Social Posts
- Giveaway Sweepstakes

Landing Page:



Dynamic Label Image:



Social Posts:

This campaign reached over 51,000 people.

Partnerships

Our existing partnerships with the following municipalities and parking providers shed light on our expertise in the area:

1. Bal Harbor
2. Bay Harbor Islands
3. Broward County
4. Carolina Beach
5. Coral Gables
6. Dadeland
7. Dania Beach
8. Florida International University
9. Fort Lauderdale
10. Hallandale Beach
11. Lauderdale – By – The – Sea
12. Miami
13. Miami Arts Charter School (MAC)
14. Miami Dade County Parks
15. Naples
16. North Bay Village
17. Nova Southeastern University (NSU)
18. Orange County
19. Pompano Beach
20. Sunny Isle Beach
21. Surfside
22. Tampa
23. University of Miami
24. Miami-Dade Aviation, Miami International Airport Park & Ride Lot

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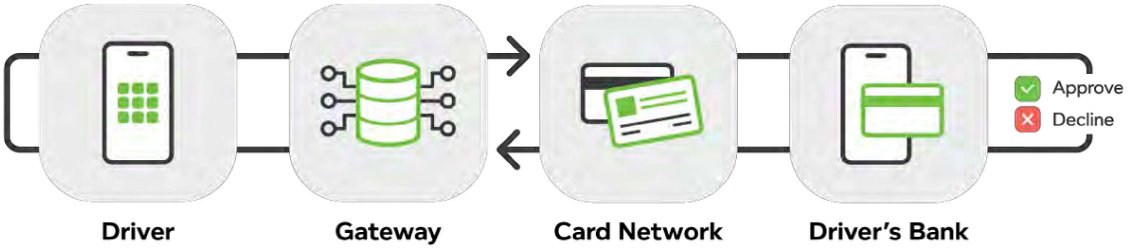
3.3.8 What is the settlement process of your system/software?

Mobile parking payments involve transferring funds between a driver's credit card, PayByPhone, the credit card network, and the parking operator's bank.

The step-by-step transaction credit card process is as follows:



Transactions Settlement Workflow

At the start of a parking session, the driver's credit card is authorized in real-time to confirm funds are available for the requested payment transaction. Transactions are characterized as "card not present" and are batched (collected) daily. Settlement times are configurable, but typically happen between midnight and 4:00 a.m.

If the driver's bank approves the transaction, it sends funds to the card network.

The card network sends funds to the Merchant of Record (MoR) bank account. (**Note:** Discover cards are not accepted if PayByPhone is the MoR for Canadian clients.)

Multiple Fees

- Transaction fees are charged by the card network whether funds transfer or not.
- Service fees are charged by PayByPhone.
- Interchange fees, card association fees, and processing fees are charged by the MoR bank.

Transaction Reports

- Transaction and daily deposit reports can be generated by PayByPhone Portal.
- Transactions and transaction summary reports are provided by the payment gateway service — CreditCall — in most cases.
- Daily summary reports are provided by the MoR bank.

Merchant Processors

We integrate with all common merchant processors, including Chase Paymentech, Elavon, First Data, Heartland, TSYS, Vantiv, and Worldpay. While Truist is not currently an active PayByPhone approved partner, we are exploring avenues to add them.

3.3.9 Is there interface capability?

Yes, PayByPhone has an open API with the ability to integrate as either a push service or a pull-on-demand service. The push service will send transactions in real-time. As long as the integration conforms to our API, PayByPhone can send transaction information. Scoping for enhanced features can take place once additional information is provided to determine feasibility, price, and timelines.

3.4.0 Is there system portability, expandability, and support?

Yes, PayByPhone's architecture is designed to be extremely scalable. Our platform has sufficient capacity to meet the City's anticipated volume both for today's usage and future growth. We successfully process more than 190 million transactions a year (over 500,000 transactions a day). Our enterprise data is hosted on Amazon Web Services (AWS). This allows us to quickly and easily scale up server capacity when required. Both driver and customer support is addressed with each respective section in other areas.

3.4.1 Can the system maintain the security, confidentiality of transactions and information? If yes, please describe in detail.

Yes, as a PCI-DSS Level 1 certified provider, PayByPhone is responsible for the security of cardholder data, which it possesses or otherwise stores, processes, or transmits on behalf of its clients. PayByPhone abides by the rules and regulations set forth in the PCI-DSS regulations. PayByPhone has policies and procedures in place for Information Security which are owned by the Security and Compliance team. These policies and procedures are written in accordance with PCI-DSS standards and reviewed annually. All PayByPhone employees and contractors are required to familiarize themselves with and acknowledge the Information Security policies and procedures. Information Security policies and procedures are assessed in our annual PCI-DSS and SOC 2 Type 2 assessments.

PayByPhone has a mature and advanced vulnerability management program. It is based on four steps, which occur monthly or ad-hoc if out-of-band critical security patches are released by manufacturers. The four steps are:

1. **Corporate security patching**:
    a. Operating systems
    b. Third-party software patching (for example, Firefox, Adobe, Java etc.)
2. **Production security patching**:
    a. Operating systems
    b. Third-party software patching

3. Infrastructure security patching in all environments:

a. Firewalls, switches, databases etc.

4. Vulnerability scan of all environments:

a. Remediate any discovered vulnerabilities until the scan returns clean. This process is repeated monthly and is easily repeatable due to the extensive use of automation tooling and processes.

In addition, PayByPhone also performs the following monthly activities:

1. External network vulnerability scanning

2. External web application vulnerability scanning

Finally, PayByPhone employs full-time security personnel to maintain these processes as well as perform external, internal, and application penetration testing to identify any vulnerabilities or weaknesses in the platform.

3.4.2 Is your system PCI compliant?

Yes, as a PCI-DSS Level 1 certified provider, PayByPhone protects drivers' card data (whether in transmission or in storage) using a combination of industrial-grade encryption technologies. Clients aren't able to view cardholder data. The PayByPhone Portal system and consumer applications don't read from the credit card database table. Cardholder applications only have access to pre-formatted and redacted card data. Our cardholder environment and our database servers are physically isolated from the Internet. To protect our systems further, we've put in place a range of active monitoring systems (including DDOS mitigation appliances, intrusion detection appliances, file integrity appliances, hardware and software firewall appliances, antivirus appliances, and log aggregation systems). PayByPhone repeats the PCI attestation process annually. Our PCI-DDS Level 1 compliancy can be validated at any time by visiting the VISA portal at https://www.visa.com/splisting/searchGrsp.do. Please see our PCI-DSS Certificate below.

3.4.3 Do you allow the City to use our own merchant accounts for credit card processing? This is the City's preferred process.

Yes, PayByPhone can work with whichever merchant processor the City chooses. We integrate with all common merchant processors, including Chase Paymentech, Elavon, First Data, Heartland, TSYS, Vantiv, and Worldpay. Mobile parking payments involve transferring funds between a driver's credit card, PayByPhone, the credit card network, and the parking operator's bank.

Transactions Settlement Workflow

At the start of a parking session, the driver's credit card is authorized in real-time to confirm funds are available for the requested payment transaction. Transactions are characterized as "card not present" and are batched (collected) daily. Settlement times are configurable, but typically happen between midnight and 4:00 a.m.

If the driver's bank approves the transaction, it sends funds to the card network.

The card network sends funds to the Merchant of Record (MoR) bank account. (**Note:** Discover cards are not accepted if PayByPhone is the MoR for Canadian clients.)

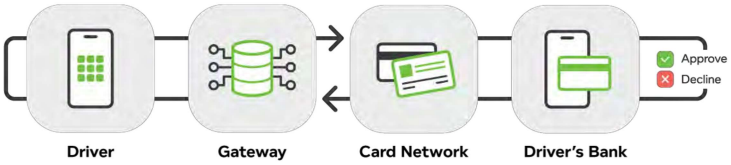
3.4.4 If the merchant account is not the City's, what is the turn-around time for payment to the City? The City requires that payment be made within 24 hours of point of sale.

PayByPhone can work with whichever merchant processor the City chooses to have us connect to. Parking funds are deposited directly to the allocated merchant account and are typically settled daily at 3 am EST. If PayByPhone serves as merchant of record, funds are collected within our merchant account through the current month. At the close of the month, PayByPhone electronically transfers the City's funds within 3 days of the month closure.

3.4.5 Does the City directly receive the credit card payments from our consumers' parking transactions?

Yes, mobile parking payments involve transferring funds between a driver's credit card, PayByPhone, the credit card network, and the parking operator's bank.

The step-by-step transaction credit card process is as follows:



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If the driver's bank approves the transaction, it sends funds to the card network.

The card network sends funds to the Merchant of Record (MoR) bank account. (**Note:** Discover cards are not accepted if PayByPhone is the MoR for Canadian clients.)

Multiple Fees

- Transaction fees are charged by the card network whether funds transfer or not.
- Service fees are charged by PayByPhone.

- Interchange fees, card association fees, and processing fees are charged by the MoR bank.

Transaction Reports

- Transaction and daily deposit reports can be generated by PayByPhone Portal.
- Transactions and transaction summary reports are provided by the payment gateway service — CreditCall — in most cases.
- Daily summary reports are provided by the MoR bank.

3.4.6 Can you report on average downtime of service?

At PayByPhone, availability is defined as the percentage derived by dividing the total sum of minutes in the given month ("X"), minus the total sum of the experienced incident, divided by the sum total of availability minutes ("X"). Availability is calculated and measured by impact on the end user.

The customer impact is determined by leveraging experienced trends over numerous historical periods (durations) and applying the nearest trending rate as the expected base. During an incident, the availability calculation is thus determined by the expected trends, minus the current trend (incident) and the anticipated duration, based on normal trends, to recover the delta.
By leveraging historical trends, the formula allows the availability metric to much more accurately assess and determine availability based on experienced impact. The Site Reliability Team tracks and analyzes our availability and is able to provide, upon request, the overall availability of the platform on a monthly basis. Additional detailed reporting may be available upon request and at the discretion of PayByPhone.

3.4.7 Do you have web-based parking permits for monthly off-street parking?

The PayByPhone app can accommodate monthly sessions in the same manner it manages hourly sessions for off-street parking areas, which is available via both the Web and our app. The City may choose to utilize our optional Rights & Rates feature to determine which user profiles have authorized access to monthly options.
.

3.4.8 Do you have web-based parking permits for event off-street parking?

PayByPhone's override feature, located within our self-serve portal, allows the City to override a locations base rate with an event-based rate. This will result in drivers seeing a different rate based on the City's override date/time specifications. This can be utilized for locations in both on and off street locations and would be available via the web and our app.

3.4.9 Do you have web-based parking permits for residential, student, and business parking?

City staff can utilize PayByPhone's Rights and Rates subscription program to administratively manage parking needs by profile type such as residential, student, and businesses. Rights and Rates is a subscription program that provides parking fees based on the driver's pre-authorized profile while supporting different rate structures for different profile types through the optional PayByPhone Rights and Rates feature. This feature can provide special rates for residents,

accessible parking spots for people with disabilities, or longer stay times for commercial cars. Parking rules depend on the driver profile. Drivers would have access to these features via the web as well as our app.

3.5.0 Do you have a phone & web-based violation payment system? If so, does it interface with other violation payment system platforms?

PayByPhone can provide custom text within the app that includes a link to the City's online payment portal for parking citation payment. While we can process any payment through the PayByPhone app, there would be nothing linking this payment to the citation and would simply only reference the license plate.

3.5.1 Do you have an Electronic Validation System for hotels, businesses, restaurants, etc.?

PayByPhone offers validations, which may be used for hotels, restaurants, and other businesses as requested. Parking clients across North America – including municipalities, universities, healthcare campuses, hotels, event venues, and parking operators – can leverage the combined technology solutions of PayByPhone and Off-street to digitally manage their parking validations and paid parking exemptions. Our parking validation software is a license plate-based Web app that allows you to create user accounts to manage your organization's needs as well as to authorize drivers to register for parking validations via an online portal. Digital parking validations will allow you to:

- Self-manage your employee, customer, and visitor parking.
- Increase your visitor compliance.
- Eliminate your decals and paper parking permits.

Our Web-based validation app integrates with leading parking enforcement technology to minimize parking infractions.

3.5.2 Does your organization develop and own its core technology or is it licensed from a third party?

PayByPhone owns and develops their own core technology, and we do not acquire from a third-party.

3.5.3 Describe your customer dispute process.

Drivers can view their parking transaction history via the mobile app (under Parking History) and on the PayByPhone website (after signing in). Each transaction can be exported individually to a PDF file. For a detailed view of transaction history by selectable date range with the ability to print receipts as needed, drivers need to visit their Detailed Parking Transactions page (accessible via

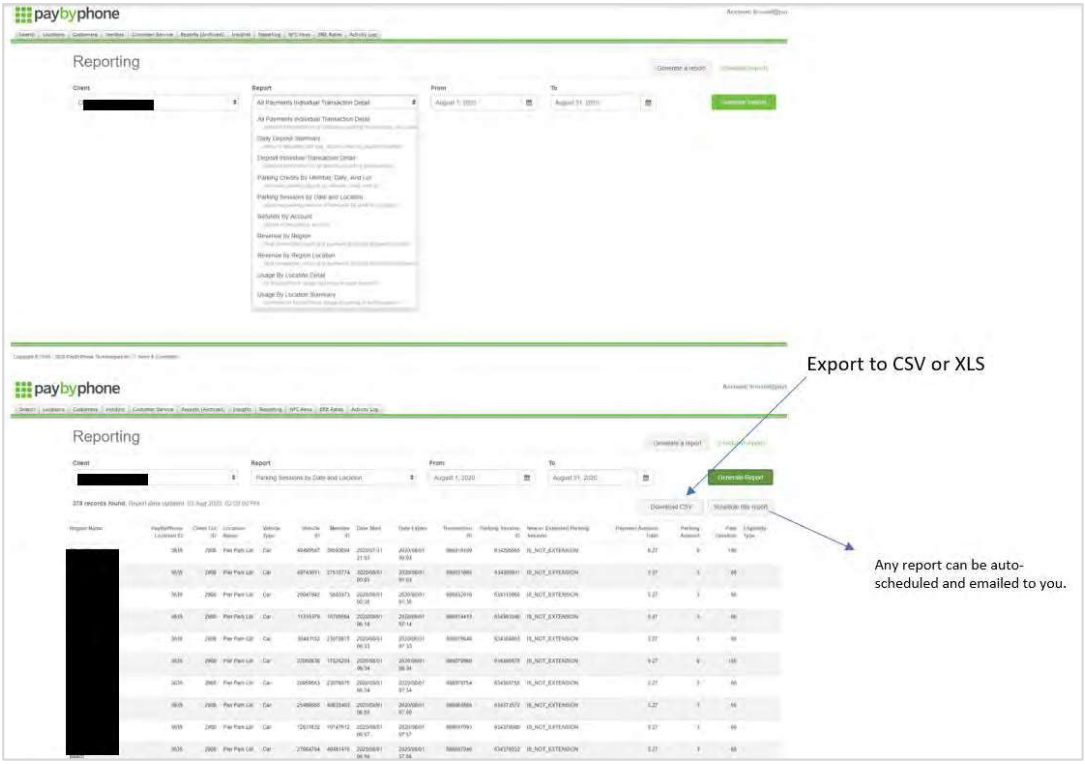
the PayByPhone website only). Detailed parking transactions can be searched by date-range and exported to CSV or PDF files.

PayByPhone provides free telephone customer support in English, French, and Spanish. Drivers who are having difficulties with registration, starting parking or resolving account problems/disputes can get help right away by connecting to our toll-free number. Disputes are managed according to provisions set in place between PayByPhone and the City based on data collected during the implementation phase on how best to manage these situations.

3.5.4 Are all reports exportable to Excel or other file formats?

Yes—reports are available via the PayByPhone Portal, our back-office administrative platform, which is a cloud-based software that allows the City to authorize user access. Each user's access is unique to them with view/edit abilities according to the authorizations selected by the City. Transaction data can be searched using our **to - from** date filter, and our robust reporting tool provides the City with the ability to view current and historical parking sessions and associated transaction data. All reports can be exported to CSV, Excel, and PDF formats, and reports can even be scheduled for routine delivery to an authorized email. Transaction data can be retrieved at any time and meets the two- and three-year requirements.

A variety of reports are available and meet the City's requirement for specified fields listed above.



3.5.5 Will the City have access to the system database? Who owns the data?

PayByPhone provides secure, administrative password access to its PayByPhone Portal administrative database where only the minimal data set required from drivers to deliver the services we provide is stored. Core information that the City can access from the database

includes license plate, phone number, and payment card details entered directly by drivers to initiate a transaction.

PayByPhone owns customer data and shares ownership of transactional data with the City. It has two redundant servers in secure, state-of-the-art data centers. The primary location is with Aptum Technologies in Vancouver, BC, and the secondary with Amazon Web Services (AWS) in Montreal, QC. Both data centers are equipped with redundant power, fire control systems, and advanced video surveillance.

3.5.6 Does the system provide any report writing/generating tool?

No, our PayByPhone Portal does not currently support the ability to write your own reports. A wide variety of reports are provided to meet the City's needs, and all reports can be exported to CSV, Excel, and PDF formats, and reports can even be scheduled for routine delivery to an authorized email. However, if a custom report is desired, PayByPhone can assist the City in acquiring such report.

3.5.7 How is the Mobile Parking user fee assessed? Per transaction; monthly; etc. Please explain.

Typically, the per transaction fee is set up as a "fee-on-top" structure, which is paid by the driver by form of a convenience or service fee. This means the transaction fee can be paid by the driver and is added on top of the City's parking fee. However, we support a variety of transaction set-up scenarios based on the City's preference. In many cases, if the City offers both hourly and monthly parking options where both are offered and supported via our platform with a varying transaction fee for each type.

3.5.8 Will you provide Miami Beach Residents a discount on your pay-by-phone user fees (per transaction or monthly)? Please explain.

Yes, PayByPhone can support different rate structures for different profile types through the optional PayByPhone **Rights and Rates** feature. This could include discounted rates for eligible drivers or the right to park in a restricted location such as providing discounted parking rates for residents, accessible parking spots for people with disabilities, or longer stay times for commercial cars.

The Miami Parking Authority utilizes this same feature to offer resident rate discount, and the same efforts can be duplicated for the City of Miami Beach based on your unique needs and can be per transaction or monthly based on the City's needs.

Parking rules depend on the driver profile. PayByPhone can either pull these eligible license plates automatically from an existing database or the City can manually add license plates to a **Rights and Rates** group. During COVID-19, PayByPhone's **Rights and Rates** feature was used by municipalities to waive parking fees for health care and other essential workers as well as remove the maximum stay restrictions for these drivers, thereby allowing crucial services to continue uninterrupted.

3.5.9 Will you provide Miami Beach Residents Mobile Parking service at no charge? Please explain.[i]

PayByPhone can support different rate structures for different profile types through the optional PayByPhone **Rights and Rates** feature. This could include discounted rates for eligible drivers [such as residents or disabled parkers] or the right to park in a restricted location such as longer stay times for commercial cars. This feature does not currently have the ability to support transaction-free options for specified accounts, but we are currently working with our product team to get the needed development work on our roadmap in time for the Miami Beach roll out. In the interim, we have the ability to work with the City to decrease the driver's parking fee by the amount of the transaction fee, essentially offering this at no cost to the driver and absorbed by the City and can message accordingly so users understand. This would be a potential stop gap until this development work is done.

3.6.0 Do you host and update your system?

PayByPhone is a global SaaS product offering. Our app is supported on Apple iOS, Android, and Windows operating systems. Our service is accessible using any modern Internet browser or the app itself. No infrastructure is required to be installed inside the City's network.

PayByPhone is responsible for patching systems and services supporting our service. This is assessed in our annual PCI-DSS and SOC 2 Type 2 assessments. PayByPhone's architecture is designed to be extremely scalable. Our platform has sufficient capacity to meet the City's anticipated volume both for today's usage and future growth.

We successfully process more than **100 million transactions a year** (over 300,000 transactions a day). Our enterprise data is hosted on Amazon Web Services (AWS). This allows us to quickly and easily scale up server capacity when required.

3.6.1 Is your software Microsoft SQL? Please provide the version of the software.

No, PayByPhone does not use Microsoft SQL.

3.6.2 Is your software web-based?

Yes, the self-serve administrative PayByPhone Portal is a secure, Web-based platform that can be managed from any modern Web browser.

3.6.3 Is your software compatible with the Skidata gated revenue control system for payment at garages (OffStreet only).

Please refer to our response in question 3.3.3

TAB 4 - Approach and Methodology

4.1 Project Planning and Implementation Information

4.1.1 Provide a complete sample project plan for this project. Include your firm's approach to project management, implementation, migration, and training issues. Describe the implementation strategy that would be employed to successfully complete the project as well as meet the requirements of the City within the required timeline.

PayByPhone will provide an implementation plan for review and approval by the City within 30 days of contract award. A typical implementation can take between six and eight weeks depending on City staff availability. Dates can be adjusted upon being selected vendor of choice and are contingent upon award assumptions from the solicitation schedule. There are several key, high-level items in a transition plan (from implementation to go-live) that are worth noting.

- Launch call.
- Identify key stakeholders.
- Set up merchant information.
- System configuration (new location setup, if applicable)
- Design and produce signage and stickers.
- Testing
- Soft go-live – testing phase
- Go-live – (projected go-live date)

Our implementation plan below provides a detailed overview of the proposed scope of work a date/timeline assumed based on this RFP release since the dates are listed as TBD but may be adjusted based on additional information provided by the City, while **Tentative Project Schedule** below highlights the key milestones the project will meet during each phase of its six- to eight-week implementation. Implementation time frames vary from operation to operation based on information provided to us within the implementation workbook and merchant account setup.

April 2023: Contract Execution

- **Finalize the contract:** The City will work directly with PayByPhone's Sales Director and our Legal team.
- **Schedule kick-off call:** The City's Sales Director will coordinate a kick-off call with the assigned PayByPhone Client Success team to begin work on project implementation.

April 2023: Project Kick-off

- **Client Success Onboarding Manager:** Primary point of contact and project lead during onboarding phase. Weekly meetings and coordination for merchant account, signage planning, geolocation coordination, dynamic label, and communication. Before go-live, the Client Success team will conduct training that also includes the sales director. Virtual training is also available if needed.
- **Sales Director:** Attends weekly calls and provides input as needed. Works with the Client Success team to conduct on-site training. Virtual training is also available if needed.
- **Implementation Manager:** Works closely with the team to coordinate and execute necessary integrations and conduct test transactions.

- **Marketing:** Works with the team to plan marketing strategies for go-live and future adoption success strategies.

May 2023: Soft Launch Go-Live

- **Client Success Onboarding Manager:** Works with the City to confirm a go-live date for soft launch. Upon go-live, transactions and processes will be monitored and there will continue to be communications with the City to troubleshoot if needed.
- **Sales Director:** Works with the Client Success team and provides input where needed.
- **Client Success Account Manager:** Introduction to your Account Manager who will serve as your primary point of contact from full go-live forward. Responsible for routine check-ins to ensure adoption growth and client success. Available for routine questions and routine meetings at the discretion of the City.
- **Implementation Manager:** Monitors integrations and works with the team to ensure all is working as expected. Makes adjustments as needed.
- **Marketing:** Monitors marketing activities and works with the City to implement new marketing endeavors that will complement City events and assist with adoption growth.

May 2023: Soft Launch Evaluation and Full Launch Implementation Planning

- **Client Success Onboarding Manager:** Remains the primary point of contact for the City and works with the City to monitor soft launch locations, evaluate issues, and implement solutions. Works with the City to begin setting up new locations for future full launch. Meetings conducted weekly or as dictated by the City for full launch planning.
- **Sales Director:** Remains in contact with the Client Success team and continues to attend meetings as scheduled by the Client Success team. Provides input as needed.
- **Client Success Account Manager:** Introduction to your Account Manager who will serve as your primary point of contact from full go-live forward. Responsible for routine check-ins to ensure adoption growth and client success. Available for routine questions and routine meetings at the discretion of the City.
- **Implementation Manager:** Works with the Client Success team to set up any new integrations that have developed since initial launch (for example, change in enforcement provider) and remains available if needed.
- **Marketing:** Works with the City to begin marketing strategy planning to market upcoming full launch in the City.

June 2023: Full Launch Go-Live

- **Client Success Onboarding Manager:** Works with the City to confirm a go-live date for full launch. Upon go-live, transactions and processes will be monitored and there will continue to be communications with the City to troubleshoot if required. At this time, the City will also be introduced and transitioned to its assigned Account Manager, who will serve as the City's primary point of contact for its account.

- **Client Success Account Manager:** The PayByPhone Account Manager will serve as the primary point of contact to work with the City for both routine needs as well as develop and implement strategic marketing activities and ensure adoption success.
- **Sales Director:** Works with the Client Success team and provides input where needed.
- **Implementation manager:** Monitors integrations and works with the team to ensure all is working as expected. Makes adjustments as needed.
- **Marketing:** Monitors marketing activities and works with the City to implement new marketing endeavors that will complement City events and assist with adoption growth.

4.1.2 Include a sample project schedule based on the above project plan. Indicate the significant "milestones" in a project of this nature and magnitude.

Please refer to our response in question 4.1.1

4.2 Training Information

4.2.1 Describe the training program approach for the City. Include Administrator, Power User, and Full User roles; including in-house training ("Live");.

Training is one of the most important steps to a successful implementation. The City's parking administrative staff and its partners will be offered complimentary training during the implementation phase. We use a "train the trainer" model.

Our main training program consists of four key elements:

- PayByPhone – who we are, what we do, core processes.
- Enforcement – parking location numbers, enforcement protocols.
- PayByPhone Portal system (Administrator) – how it works, reporting functions, dashboards.
- Customer service (Full User & Power Users) – registration, payment, account management.

PayByPhone's instructional training will be planned to accommodate training needs. It will also allow time for question-and-answer sessions as needed by the City's staff to ensure everyone is comfortable with their understanding of the software and associated integrations. We'll submit a proposed instruction schedule where the City can adjust and suggest changes to the content and schedule to ensure efficiency and a mutually agreeable planning process. We'll provide training materials that can be copied and distributed as needed for ongoing training purposes.

PayByPhone will put together a comprehensive training plan related to its cloud-based administrative PayByPhone Portal system which can include on-street teams if applicable (civil enforcement officers) during the service implementation phase. We'll run multiple "train the trainer" sessions as needed. Additionally, live training can be conducted at the City's request.

4.2.2 Describe all training manuals and formats available. Describe other methods or training available to City users.

Please refer to our response in question 4.2.1

4.3 Maintenance/Support/Warranty Information

4.3.1 Describe the levels and types of ongoing system support and maintenance provided by your firm. Specify the current version of your system, next major upgrade, how often the system is upgraded, and how the upgrades are accomplished.

PayByPhone is a software as a service (SaaS) solution, therefore, as software updates are made, they're available to drivers and clients immediately. Ongoing refresher training can be provided as needed.

Upgrades and patches are applied by PayByPhone. This is assessed in our annual PCI-DSS and SOC 2 Type 2 assessments. In situations where an update requires an interruption of service, Client's are notified in advance, and a time is carefully selected to disrupt clients as little as possible. For example, a typical update may occur est. after 4 am with little to no impact on the City's drivers.

4.3.2 Indicate how support would be provided to our location (hotline telephone support, email, onsite, helpdesk, etc.). Describe the support escalation process should initial methods of support not adequately address the issue(s).

City administrative staff will have a dedicated client success account manager to contact via email or toll-free number, between 7 a.m. and 4 p.m., Monday to Friday. We can respond to administrative staff within 24 hours, exempting calls and emails received on weekends. In this case, depending on the complexity and urgency, a response is still usually provided on Monday. PayByPhone can usually respond to technical inquiries within 60 minutes. However, this is largely dependent on the complexity and coordination of the response to the appropriate groups.

The process to trigger an emergency support issue simply requires City staff to call the toll-free emergency support phone number or email sys911@paybyphone.com, providing the specific details of the issue.

For driver support, PayByPhone uses Zendesk, the world's biggest cloud-based helpdesk solution, to track and manage drivers' support tickets. We also use Zendesk's advanced analytics and machine learning capabilities to continuously enhance our processes around user satisfaction and performance. Drives may contact our free telephone customer support in English, French, and Spanish, which is available 24/7. Drivers who are having difficulties with registration, starting parking or resolving account problems can get help right away by connecting to our toll-free number.

4.3.3 Describe software and services warranty coverage. Provide any available Service Level Agreement(s) ("SLA") for the City's consideration.

PayByPhone provides an uptime service level guarantee surrounding all mission critical services. Uptime guarantees are exclusive of outages related to third-party suppliers, including, but not limited to, payment gateways, messaging suppliers, telephony suppliers, third-party revenue control, and enforcement handheld systems. A copy of PayByPhone's **Service Level Agreement** has been attached at **Appendix 2.**

Appendix 1 – Resumes

TERESA TRUSSELL, CAPP, Sales Director, Midwest and Southern California

Teresa has decades of parking industry experience. Prior to joining PayByPhone in 2019, Teresa served as Ohio University's Parking Operations Supervisor for nearly 20 years where she earned her Certified Administrator of Public Parking (CAPP) certification through the International Parking & Mobility Institute (IPMI). Teresa served as an active IPMI CAPP board member through 2020, and actively serves on the Accessible Parking Coalition Advisory Council for IPMI. In her current role at PayByPhone, Teresa is responsible for sales and client relationship building within Ohio, Indiana, West Virginia, Pennsylvania, Michigan, and Southern California. Teresa leverages her operational background along with her extensive training in client service leadership to tap into her clients' needs to ensure our services match their desired outcomes. Her personable and client-focused approach allows her to create long-lasting relationships that build trust and are the key to PayByPhone's and the client's success.

PayByPhone Technologies Inc.
Sales Director, Midwest and Southern California — **2019 – Present**

- Create and manage sales opportunities.
- Build and nurture prospective and client relationships.
- Work with existing clients to create adoption growth campaign activities.
- Perform on-site meetings and participate in on-site activities.

Ohio University, Parking Operations Supervisor
Parking Operations Supervisor — **2000 – 2018**

- Managed day-to-day parking operations.
- Evalluated technology and planned/executed implementation process.
- Developed routine communication lans for internal and external use.

Ohio University
Master of Social Science — **2019**

Ohio University
Bachelor of Human and Consumer Sciences — **2017**

T +1.866.783.7787 E sales@paybyphone.com W paybyphone.com

SHALINI DIAZ, Director, Client Success

Shalini Diaz has been a noteworthy leader in the parking and mobility industry for over 20 years, bringing a vast degree of technical knowledge with her, along with a reputation for problem solving and account management. Her consultative approach inevitably builds long-term relationships with clients and develops trust and loyalty that leads to increasing development and expansion into emerging markets. Shalini is responsible for the strategic direction of the North American Client Success division, starting with the onboarding phase and carrying into post-implementation and account management. Holding a bachelor's degree in Public Administration from Florida International University, Shalini is known for understanding clients' needs and providing innovative solutions that match their desired goals.

PayByPhone Technologies Inc.
Director, Client Success
2022 – Present

- Establish, implement, and communicate the strategic direction of the Client Success North America division, starting with the onboarding phase and carrying into post-implementation and account management.
- Lead a high performing Client Success team, delivering on client satisfaction, engagement, and retention and growth

PayByPhone Technologies Inc.
Director, Enterprise Sales
2019 – 2022

- Grew PayByPhone's corporate presence in North America, and increased revenue by generating new sales leads, while working within existing client relationships.
- Planned and managed projects, aligning business goals with technology solutions to drive process improvements.

T2 Systems, Inc.
Regional Sales Manager
2017 – 2019

- Collaborated with senior executives to establish and execute sales goal.
- Developed and executed on sales strategies while building and nurturing relationships across territory.

Florida International University
Bachelor of Public Administration
2009

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CARMEN DONNELL, CAPP, Managing Director, North America

Carmen brings 15 years of parking, transportation, and mobility industry experience alongside a keen interest in relationship management. Carmen is a respected sales leader and an active participant in many industry organizations. As such, Carmen prides herself in viewing parking solutions from the client's perspective. She has the knowledge and background to customize operations to serve any need. Recently promoted to managing director of North America for PayByPhone, Carmen is responsible for functional aspects and members of the Commercial team in the US and Canada. This includes Sales, RFP, Marketing, Implementation and Client Success groups. Working closely alongside the Chief Client Officer, Global, and other PayByPhone operative departments, Carmen's top focus is to deliver results that are aligned with PayByPhone's overall growth strategy and ensuring that the clients are happy, all while creating a team that promotes personal and professional growth and development.

PayByPhone Technologies Inc.
Managing Director, North America
2022 – Present

- Responsible for overall strategy and execution for North American Commerical team.
- Report monthly KPIs on progress towards company and team goals to executive stakeholders.
- Lead Sales, RFP, Marketing, Implementation, and Client Manamgement team members.

PayByPhone Technologies Inc.
Vice President, Sales, North America
Vice President Sales West, North America
2019 – 2022

- Provided mentoring, coaching, and industry experience to build sales directors' knowledge and skill sets.
- Led RFP production and content team.
- Created and executed annual strategy and produced regular KPIs of progress towards company and team goals.

T2 Systems Canada Inc.
Regional Sales Manager and Team Lead
2008 – 2019

- Coached and mentored pay station regional sales managers.
- Engaged in large opportunity strategy across company pay station portfolio and pipeline.
- Managed a territory with 150+ existing accounts and responsible for all new logo acquisition.

T +1.866.783.7787 E sales@paybyphone.com W paybyphone.com

JONNY COMBE, President and CEO

Jonny is the President and CEO of PayByPhone with nearly two decades of experience in sales and service leadership within the automotive and technology sectors. As President and CEO, Jonny ensures PayByPhone shareholder maximization and the long-term success of the company by defining and executing effective strategies.

PayByPhone Technologies Inc.
President and CEO

2022 – Present

- Support the Board of PayByPhone Technologies Inc. in developing a meaningful long-term vision and an effective strategy for the company.
- Oversee all business activities in the areas of product development, commercial, and HR to ensure they produce results consistent with overall strategy.
- Build strong relations with key partners and stakeholders and act as central point of contact for important shareholders.

PayByPhone Limited
CEO, Corporate

2022 – 2022

- Responsible for implementing effective strategies to accelerate the growth and development of PayByPhone's global B2B business.
- Led the global Business division to build a business line that would generate increased monthly recurring revenue.

PayByPhone Limited
Chief Executive Officer, UK

2018 – 2022

- Developed and implemented a new business strategy to ensure successful, rapid growth over a 36-month period.
- Oversaw a complete restructure of the business including building a new management team and worked with leaders to develop a culture of high performance across the entire business.

University of Stirling
BA, Marketing

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ANTHONY CASHEL, Interim Chief Client Officer

Anthony Cashel is PayByPhone's interim Chief Client Officer and brings more than 15 years' experience in the automotive industry. He also sits on the British Parking Association's Technology and Innovation Board. Anthony oversees the day-to-day commercial aspects of the business, safeguarding the company culture, leading, mentoring, and developing all staff in Europe and North America. Anthony will spearhead the development and execution of PayByPhone's growth strategy in on- and off-street commercial parking and successfully expand into new markets that align with the company's international growth strategies.

PayByPhone Technologies Inc. Interim Chief Client Officer

2022 – Present

- Responsible for the overall strategic direction of our Global City and Parking Operator business.
- Reports monthly to the Management Board on progress of strategic goals.
- Drives cross-functional synergies and best practice across all markets.

PayByPhone UK Limited Managing Director, UK

2022 – 2022

- Developed the strategic direction for the UK business, including development and mentoring of the team.
- Oversaw the development of the company culture and ensured alignment with our internal goals.
- Developed best practice approaches to the utilization of data as part of our ongoing growth strategy.

PayByPhone UK Limited Marketing & Operations Director, UK

2020 – 2022

- Oversaw the rebuilding of the UK Marketing and Operations team into a highly effective cross-functional team capable of seamlessly delivering multiple campaigns, projects, and client implementations.
- Developed and launched the multi-award winning Meters for Trees environmental programme.
- Responsible for the mangement of all PayByPhone marketing campaigns, including the successful Park with Pudsey and Green Christmas initiatives.

Anthony holds a degree in Marketing from the University of Greenwich having graduated in 2003. He also holds a Green Belt in Six Sigma achieved in 2008.

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JESSICA BRITTON, Director, Marketing, North America

Jessica is responsible for the management of PayByPhone's award-winning North America Marketing Communications and Global Product Marketing teams that work tirelessly and closely with each client to develop communication and adoption campaigns that fit each client's unique needs.

PayByPhone Technologies Inc.
Director, Product Marketing, Global **2021-Present**

- Develops the overall go-to market strategy for PayByPhone products and services on a global and regional level.
- Oversees and ensures the quality of the positioning and branding of PayByPhone's products.

PayByPhone Technologies Inc.
Director, Marketing, North America **2020 – 2021**

- Serve as a key and active member of the leadership operating team for North America.
- Develop and maintain a North American marketing strategy to increase adoption, usage, and reactivation of users in all regions.
- Work with the wider Consumer team and regional clients to design and execute innovative, data-driven B2C, B2B, and P2C marketing campaigns.

PayByPhone Technologies, Inc.
Senior Manager, B2B Marketing, North America **2019 – 2020**

- Developed campaigns to build awareness, generate prospect engagement, and drive market positioning and user growth through relevent content for PR and B2B Events.

Photon Control, Inc.
Director of Marketing. Global **2010 – 2018**

- Spearheaded efforts to define an overall optimum product and technology portfolio strategy that drove the long-term growth of the organization

Thompson Rivers University
Bachelor of B. Comm Marketing **2018**
Bachelor of Management Studies and Leadership **2017**

British Columbia Institute of Technology
Diploma of Marketing Management and Public Relations **2007**

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NIGEL CARROLL, Chief Technology Officer

Nigel is a business-oriented, decisive technology leader who has been building ecommerce solutions since 2001. He built his global delivery track record leading teams through multiple U$50 million plus change portfolios during 20 years at HSBC, RBS, and IBM. Over the last 10 years he has held leadership roles in start-up and public sector organizations. He is a change agent with experience in strategy formation and execution, banking, digital channel enablement, and multi-site delivery. As PayByPhone's chief technology officer, Nigel leads the global Development organization, focusing on product, people, and technology.

PayByPhone Technologies Inc.
Chief Technology Officer
2022 – Present

- Lead PayByPhone's global Development organization.
- Responsible for the definition and execution of the tech strategy, day-to-day operations, and delivery of the business change.

BCLDB - Canadian Provincial Government
Chief Information Officer
2019 – 2022

- BCLDB is a multi billion dollar wholesale and retail company. Responsible for definition and execution of the digital strategy, day to day operations and delivery of the business change. With a CAD$70-million annual budget and 300 team members.

SLC - UK Government
Chief Technology Officer
2017 – 2019

- SLC is responsible for student loans in the UK. Responsible for definition and execution of the technology strategy, day to day operations and delivery of business change. With a £90-million annual budget and 700 team members.

Enliven Financial
Chief Technology Officer
2015 – 2016

- Enliven is a Consumer Finance FinTech. Responsible for establishing all digital capabilities through technology partners.

MBA - Edinburgh Business School, UK

Bachelor of Electrical Engineering - Warwick University, UK

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Appendix 2 – Service Level Agreement

Cooperation and Service Agreement

This Cooperation and Service Agreement (the "Agreement") is entered into as of _____ (the "Effective Date") between PayByPhone US Inc., a provider of enhanced mobile commerce solutions, a Delaware corporation with its address at 48 Wall Street, Suite 1100, New York, New York 10005 ("PayByPhone") and The City of Miami, a provider of parking services with its address at: [client address] ("Client").

Recitals

The objective between PayByPhone and Client provided for in this Agreement is for PayByPhone to provide wireless applications to enhance the payment process for parking at parking facilities and metered parking stalls owned and/or managed by Client, described in more detail in Appendix A (each address listed is a "Parking Location"). PayByPhone mobile commerce solutions will also provide Client with a management information system, including real-time operation and transaction reports.

Agreement

Section 1 The PayByPhone Mobile Payment Platform And Applications

1.1 PayByPhone Mobile Payment Application

PayByPhone agrees to roll out the PayByPhone mobile payment service for use at Client's managed and owned parking facilities as agreed upon by PayByPhone and Client, to allow for consumers to pay for the use of Client's parking facilities through personal wireless devices (e.g., cellular telephones) or other wireless systems. QR code access to the payment service is not included.

1.2 PayByPhone Management Information System

PayByPhone will operate and manage a software application for Client that will provide near real time information and management reports on the transactions conducted utilizing the PayByPhone mobile payment service (the "Portal"). PayByPhone will host the Portal on its network. Client will access the Portal through a browser-based program installed on Client's computer hardware.

1.3 Computer, Networking and Telecommunication Systems

PayByPhone will own or possess, and will operate and maintain, all computer and networking hardware and software and data required to operate the PayByPhone mobile payment services service as contemplated in this Agreement, other than Client's existing computer and telecommunications systems.

1.4 Mobile Payment Service Enforcement

Client agrees to supply Wireless Devices to employees in the field to provide real time confirmation of validly parked vehicles.

1.5 Reports

PayByPhone will provide Client with a set of standard self-serve reports in the Portal. Any changes or customizations to the standard set of reports will be subject to PayByPhone's prior approval and then-current PayByPhone professional services fees.

See https://www.paybyphone.com/pdf/us/pbp_professionalservicessamplerates.pdf for sample rates.

[OPTIONAL, ADD-ON PRODUCTS—items not selected would be removed]

1.6 PayByPhone Interactive Voice Response

PayByPhone will provide the PayByPhone interactive voice response solution ("IVR") for use at Client's managed and/or owned parking facilities, as agreed upon by PayByPhone and Client, to allow for consumers to call and pay for the use of the Parking Location by calling the applicable service number displayed on the parking sign, parking meter, and/or pay station. Client is responsible for paying all Transaction Fees, as outlined in Appendix A, for each Transaction made through IVR.

1.7 PayByPhone Rights & Rates

PayByPhone will provide Client with the PayByPhone Rights & Rates service ("Rights & Rates") to allow Client to control eligibility to park at Client parking facilities and to assign special parking rules and prices to select segments of drivers. In this Agreement, a "Right" is the entitlement to start a parking session at a Parking Location and/or qualify for a specific rate/restriction. Client is responsible for paying the Rights & Rates implementation and subscription fees, as outlined in Appendix A, for the number of Client parking spaces as agreed upon between PayByPhone and Client.

1.8 Use of QR Code

At Client's request, as part of the PayByPhone mobile payment service, PayByPhone will provide to Client, and include on the relevant signage at Client's parking facilities or in marketing materials, QR codes which will allow consumers to access the PayByPhone mobile payment service through QR code scanning, at no additional cost. Client acknowledges that inclusion of QR codes in the payment service is associated with a material risk of fraudulent activity by third parties who may manually replace QR codes on Client signage with their own codes and redirect the consumers to their sites for payment, resulting in losses to Client, PayByPhone and consumers. Client releases PayByPhone from any liability for any claims, actions or losses resulting from or associated with such fraudulent activity at Client's parking facilities and, to the extent permitted by law, agrees to indemnify PayByPhone against any and all third party claims, actions, losses resulting from or arising out of such fraudulent activity, as set out in section 8.2 of this Agreement. Client will reimburse PayByPhone for the cost of removing fraudulent QR signage from Client's parking facilities and for the costs of customer support and call centre fees associated with calls related to fraudulent signage at Client's parking spaces. PayByPhone will provide evidence supporting determination of the costs, but PayByPhone's calculations will be conclusive of the same. PayByPhone reserves the right to discontinue the support for the QR code feature with 10 day written notice to Client if the fraudulent activity at Client's parking facilities persists for longer than 6 weeks.

1.9 PayByPhone Validations Portal

Subject to the terms and conditions of this Agreement, PayByPhone will provide Client a parking validation subscription service, which allows Client to access a web-based parking validation and

complimentary parking management portal to enter and manage license plate information to validate consumer parking sessions (the "Validations Portal"). Client is responsible for paying all Validations Portal fees, as set out in Appendix A, for the Parking Location(s), as agreed upon between PayByPhone and Client. Notwithstanding anything contrary to this Agreement, Client may not terminate its subscription to the Validations Portal for any reason for six months from the date the Validations Portal is set up for Client. Client shall not: (a) reverse engineer, decompile, dissemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, know-how or algorithms relevant to the Validations Portal; (b) create derivative works based on the Validations Portal; or (c) encourage or assist any third party to do the foregoing.

Section 2 Fees and Payments

2.1 Pricing and Payment

Client agrees to pay the fees, as outlined in Appendix A. All amounts payable hereunder are exclusive of any and all taxes, including taxes applicable on fees paid by the consumer, and Client is responsible for payment of such taxes. All prices are stated, and Client shall pay, in US dollars. Payment is due within 30 days of invoicing. PayByPhone may, acting reasonably, increase any fees outlined in Appendix A, not more often than once in a calendar year, to adjust for inflation and any increase in the cost of PayByPhone providing the services to Client.

2.2 Merchant Account

Merchant account refers to Client's merchant account set up with Client's acquiring bank. PayByPhone will cover the cost of linking one (1) Client merchant account with PayByPhone's gateway provider. Client agrees to cover the cost of merchant account updates including all third party fees and then-current PayByPhone professional services fees. See https://www.paybyphone.com/pdf/us/pbp_professionalservicessamplerates.pdf for sample rates.

2.2 Transaction Testing

PayByPhone reserves the right to execute test transactions from time to time to ensure top performance of the system and account. PayByPhone may execute up to ten test transactions per month without adjusting the Client invoice.

2.4 Third Party Integration

In the event that system changes (such as upgrades) by a third party impact the PayByPhone integration with Client sub-systems such as enforcement, Client agrees to pay for all PayByPhone development costs required to maintain such integration. PayByPhone will notify Client, in advance, of any such integration costs that could be added.

Section 3 Exclusivity

Client agrees that PayByPhone will be the sole and exclusive provider of all mobile payment service applications (using whatsoever technology) for Client, including, but not limited to, all wireless payment applications employing wireless devices to pay for parking at the specific Client parking lots where PayByPhone is deployed pursuant to this Agreement during the term of this Agreement.

[if not exclusive above is replaced with]: The parties expressly acknowledge that Client currently engages, and/or may in the future, at its option, add, other providers of mobile parking payment applications ("Third Party Providers"), through contracts for the same parking facilities and metered stalls covered by this Agreement.]

Section 4 Marketing, Promotion and User Education

4.1 Signage

4.1.1 Client agrees to provide adequate space for and permit placement of PayByPhone signage at each parking facility at which the PayByPhone mobile payment service is to be available. Specific placement of the signage is to be mutually agreed by PayByPhone and Client acting reasonably. PayByPhone will provide the first round of signage (excluding installation) for each Initial Parking Location and any Additional Parking Location implementing PayByPhone as mobile payment service provider at its own cost. The first round of signage includes:

a) Standard signage template listing PayByPhone as the sole provider of the mobile payment service and, if requested by Client, incorporating, alongside logos, fonts, colours and design of PayByPhone, logos, fonts, colours and design of Client.
b) The maximum size of any signage will be [include size]; the maximum size of any decal will be [include size].
c) The number of signs included for a Parking Location will be determined by the number of parking spots at the Parking Location divided by 20, plus one sign or decal per pay station and one decal per meter at the Parking Location.

All additional and replacement signage is at Client's cost. Client agrees to either use PayByPhone's standard signage template or ensure that its non-standard signage complies with all PayByPhone's marketing and branding guidelines (available on request). Client shall not modify PayByPhone's logos, fonts, colours, design, and other brand/marketing related items without PayByPhone's prior written consent and approval. In the event Client requests that PayByPhone produce non-standard signage for Client, such customization work will be subject to PayByPhone's prior approval and then-current PayByPhone professional services fees. See https://www.paybyphone.com/pdf/us/pbp_professionalservicessamplerates.pdf for sample fees. Client will be responsible for installation of all decals and signs at the Parking Locations, including the first round of signage.

[In the event Client wants, in addition to PayByPhone standard signage paragraph, an option to install multi-vendor signage and is looking for PayByPhone to pay part of cost, use this in combination with the standard paragraphs:]

If instead of PayByPhone's standard signage template, Client chooses to install signage that includes reference to both PayByPhone and the Third Party Providers, PayByPhone will bear a share of the reasonable cost of the first round of signage, in proportion to the total number of providers listed on the signage. For greater clarity, if at the time of signage placement, only PayByPhone and one Third Party Provider are listed, PayByPhone will bear 50% of the signage cost. All subsequent rounds of signage reflecting addition of Third Party Providers are at Client's expense and Client, working with Third Party Providers, will provide all decals and signs required for implementation.

4.2 Marketing Events

PayByPhone may conduct on-site marketing events and campaigns for its service, whereby PayByPhone will inform parking lot consumers of the availability of the PayByPhone mobile

payment services as well as any promotions available, with the knowledge and approval of Client which is not to be unreasonably withheld.

4.3 Client Training

PayByPhone will provide initial training to Client using a "Train the Trainer" (the "Client Trainer") model on the self-served PayByPhone Service Management Interface (SMI). The said Client Trainer will, at its own expense, train its staff and employees, including patrollers, to operate the mobile payment services and related applications and technology. Additional training sessions are available at the then current professional services rates. See https://www.paybyphone.com/pdf/us/pbp_professionalservicessamplerates.pdf for sample rates.

Section 5 Intellectual Property

5.1 Intellectual Property Rights

5.1.1 The parties acknowledge and agree that any trademarks, patents, trade names, logos, trade dress, domain names, copyrights or licenses therein, or other enforceable intellectual property rights and whether in hard or electronic copy (collectively "Intellectual Property") belonging to the other party, given to them under this Agreement is and shall remain the property of that party for the duration of the Term of this Agreement.

5.1.2 Except as expressly stated, nothing in this Agreement shall be deemed or interpreted to convey, transfer or assign any Intellectual Property rights to the other party.

5.1.3 Each party reserves the right to approve in advance the use of its Intellectual Property by the other party in each and every instance.

5.1.4 Upon termination of this Agreement for any reason the parties will use reasonable endeavours to ensure that all such Intellectual Property and material are removed from display and/or destroyed at the request of the other party save where such Intellectual Property is held by the parties in compliance with any statutory obligations and/or the maintenance of proper records.

5.1.5 The parties undertake that they have all necessary permissions, licenses and rights to use the Intellectual Property of third parties for the purposes of this Agreement.

5.1.6 To the extent permitted by law, each party shall indemnify (for the purposes of this clause, the "Indemnifying Party") the other (for the purposes of this clause the "Indemnified Party") against all actions, claims, proceedings, costs and expenses (including reasonable legal fees) arising from any actual infringement of Intellectual Property rights of whatever nature insofar as these relate to the Intellectual Property rights developed and owned by the Indemnifying Party or licensed to the Indemnified Party which claims, actions or proceedings arise as a result of the Indemnified Party's use of any of the Services, except that the indemnity shall not apply to any actions, claims or proceedings which are attributable to any breach of contract or negligent act or omission on the part of the Indemnified Party or where such actions, claims or proceedings relate to any developments of the services carried out by or at the request of the Indemnified Party except where the Indemnifying Party knew or ought to have known that such development of the services requested by the Indemnified Party would result in an infringement of Intellectual Property rights.

5.1.7 The Indemnified Party shall notify the Indemnifying Party in writing of any such action, claim or proceeding and shall not make any admission unless the Indemnifying Party gives prior written consent.

5.1.8 At the Indemnifying Party's request and expense, the Indemnified Party shall permit the Indemnifying Party to conduct all negotiations and litigation. The Indemnified Party shall give all assistance as the Indemnifying Party may reasonably request and the Indemnifying Party shall pay the Indemnified Party's costs and expenses so incurred.

5.1.9 The Indemnifying Party may, at its expense: (i) obtain a license to enable the Indemnified Party to continue to use the Services, or (ii) modify or replace the Services to avoid any alleged or actual infringement or breach, or (iii) terminate the provision of the affected elements of the Services. Where the Indemnifying Party exercises options (i) or (ii) the functionality of such modification or replacement shall not materially affect the performance of the Services.

5.2 Client Information

5.2.1 "Client Data" means all data provided directly by the Client to PayByPhone in relation to this Agreement, including Client's parking rates, Client's identifiers for Parking Locations and parking stalls, merchant account information, enforcement equipment and practices, and parking policies.

5.2.2 During the term of this Agreement and for such time after as not expressly prohibited, PayByPhone may obtain, store and use such Client Data for any purpose, including without limitation providing and improving services under this Agreement, so long as it complies with applicable data protection laws, contractual obligations and any other applicable requirements with respect to the Client Data. PayByPhone shall retain exclusive ownership of all rights in any derivative data it develops based on Client Data.

5.2.3 Following termination of this Agreement, PayByPhone will, at Client's written request, return to Client or destroy all Client Data and copies thereof. Notwithstanding the foregoing, PayByPhone shall be permitted to retain such copies of, or any computer records or files containing, the Client Data: (a) that has been archived by PayByPhone's automatic electronic archiving and back-up procedures, to the extent created and retained in a manner consistent with PayByPhone's standard archiving and back-up procedures; and (b) to the extent required by applicable law.

5.3 Customer Information

5.3.1 The parties will share information and data directly relating to drivers' parking sessions through the PayByPhone service at the Parking Locations ("Parking Sessions") and as may be required by the Client for parking enforcement, fines, and proceedings ("Transaction Data"). Transaction Data may include vehicle license plate, parking session date, time, duration, zone number and amount paid, details of parking fines/violation notices, and parking session details obtained through customer service centre, and does not include User Profile Data (defined below).

5.3.2 In using, sharing, or otherwise processing Transaction Data, PayByPhone and Client must comply with applicable data protection laws, contractual obligations and any other applicable

requirements. Each party is responsible to the PayByPhone service users and other third parties for its respective use, sharing and processing of Transaction Data, whether it performs such use, sharing and processing directly or through third parties. Each party acts as a "data controller" with respect to Transaction Data for the purposes any privacy legislation that uses that concept and is applicable to the party's activities. Each party agrees to provide such assistance as is reasonably required to enable the other party to comply with the applicable data protection laws.

5.3.3 Any information about or with respect to PayByPhone service users that is not related to parking sessions at the Parking Locations, including without limitation, information provided by users upon registration for a PayByPhone account and data about the user's activity in the PayByPhone account or the PayByPhone applications ("User Profile Data") shall be exclusively owned by PayByPhone. PayByPhone shall retain exclusive ownership of all rights in any derivative data it develops based on Transaction Data and User Profile Data.

5.4 PayByPhone's Services to Customers

The parties acknowledge that PayByPhone service users hold the PayByPhone account under terms of service established by PayByPhone. Under these terms of service, PayByPhone may offer users an option to receive service communications by SMS text ("SMS Communications"), including reminders to extend a Parking Session and confirmations of successful registration for a Parking Session. Client agrees that, at any time during the Term, PayByPhone may charge any users who opt into these services a fee for each SMS Communication sent by PayByPhone with respect to a Parking Session ("SMS Fee") and may set the amount of the SMS Fee with reference to the cost PayByPhone incurs in delivering this optional service. At the time of entering into this Agreement, the SMS Fee is equal to $0.15, inclusive of taxes payable by the user. PayByPhone will provide Client with 30 day written notice of an increase in the amount of the SMS Fee. PayByPhone shall be responsible for any taxes applicable to the SMS Fees. PayByPhone records will be conclusive evidence with respect to the amount of SMS Fees collected during a billing period. The SMS Fees will be added to the total charged to the user in respect of a Parking Session. For the purposes of this section 5.4, PayByPhone and Client agree to designate Client as the merchant of record for any SMS Fees only. Client will collect PayByPhone's SMS Fees and remit to PayByPhone. Remittance will be made via electronic payment or cheque and may be included in the amount that also includes fees payable by Client to PayByPhone under this Agreement.

Section 6 Term and Termination
6.1 Term and Renewal

6.1.1 This Agreement shall enter into force on the Effective Date and shall remain in force and effect for a period of three consecutive years (the "Initial Term") from the date that the first end user Transaction is made through the PayByPhone mobile payment service unless earlier terminated in accordance with this Section 6. PayByPhone records will be conclusive evidence of the date of the first end user Transaction for the purposes of this section.

6.1.2 Upon the termination of the Initial Term, the Agreement will automatically renew for one (1) or more additional terms of one (1) year each (each a "Renewal Term"), unless either party gives the other party at least ninety (90) days prior written notice of its intent to not renew the Agreement before the end of the then-current Term. The Initial Term and all Renewal Terms, if any, shall collectively be referred to as the "Term".

6.2 Termination

Should a party breach a material term and such breach remains uncorrected for thirty (30) days after receipt of a notice by the breaching party, the non-breaching party may, in addition to all other remedies available at law, terminate this Agreement by providing written notice to the breaching party, without further obligation provided, however, that if the nature of the breach is such that it cannot be reasonably cured within such thirty (30) day period, the breaching party will not be deemed in default of this Agreement so long as such party commences efforts to effect a cure and is diligently pursuing such efforts. Provided, further, that if the breach is as a result of the non-payment of any fee, the non-breaching party may terminate this Agreement if such breach remains uncorrected for ten (10) days after the breaching party's receipt of notice of such breach.

Section 7 Representations and Warranties

7.1 Mutual Representations and Warranties

Each party represents and warrants to the other that:

i) it has the full corporate right and authority, and possesses all licenses, permits, authorizations and rights to *intellectual property, necessary to enter into and perform this Agreement;*

ii) its entry into and performance of this Agreement do not and will not conflict with or result in a breach or violation of any agreement or order by which it is bound; and *this Agreement constitutes its legal, valid and binding obligations enforceable against it in accordance with the terms of this Agreement.*

Section 8 Disclaimer, Indemnification and Limitation of Liability

8.1 Disclaimer

Except as expressly set forth in this agreement, PayByPhone does not make, and hereby specifically disclaims, any representations or warranties, express or implied, regarding the PayByPhone mobile payment services, including any implied warranties of title, merchantability, fitness for a particular purpose or non-infringement. Client acknowledges that the PayByPhone mobile payment services and services furnished by PayByPhone under this agreement (including, without limitation, any servers or other hardware, software, applications and any other items used or provided by PayByPhone or any third parties in connection with providing access to or hosting any of the foregoing or the performance of any services by PayByPhone under this agreement) are provided by PayByPhone “as is”.

8.2 Indemnification

To the extent permitted by law and subject to Section 8.3, each party (the “Indemnifying Party”) will defend, indemnify and hold harmless the other party (the “Indemnified Party”) from and against any and all third party claims, actions, losses (collectively, “Losses”) resulting from or arising out of the Indemnifying Party’s breach of any representation, warranty or other obligation set forth in this Agreement. The Indemnified Party shall not be entitled to be so indemnified unless it has given the Indemnifying Party prompt written notice of any Losses, afforded the Indemnifying Party the opportunity to assume sole control over the defence and settlement, if applicable, of the Losses, and provided the Indemnifying Party (at the Indemnifying Party’s expense) all relevant information, assistance and authority to enable the Indemnifying Party to perform its obligations hereunder. The Indemnifying Party shall not settle any Losses without the Indemnified Party’s written consent, which shall not be unreasonably withheld.

8.3 Limitation of Liability

In no event shall any party be liable for consequential, special, indirect or incidental damages, including but not limited to any damages resulting from loss of use or profits arising out of or in connection with this agreement, whether in an action based on contract, tort (including negligence) or any other legal theory, even if the party has been advised of the possibility of such damages.

8.4 Parking Rates

Client will be given access to parking rate data in order to confirm the parking rates at each Parking Location via the Portal. PayByPhone will make every attempt at ensuring the rates are configured correctly; upon completion of each Parking Location setup, it is the Client's responsibility to ensure all rates are configured correctly. Failing to do so shall exclude PayByPhone from any liability. Client shall implement any parking rate changes via the Portal following the Parking Location setup. In the event Client requests that PayByPhone configure the parking rate changes after the Parking Location setup, Client shall provide PayByPhone with sufficient notice of the rate changes and such work will be subject to PayByPhone's prior approval and then-current PayByPhone professional services fees. See https://www.paybyphone.com/pdf/us/pbp_professionalservicessamplerates.pdf for sample fees.

Section 9 Confidentiality

Neither party will disclose the other party's or its affiliates' confidential or proprietary information, including Transaction Data and User Profile Data ("Confidential Information") (including the terms of this Agreement and any information provided by the other party that is confidentially maintained or proprietary or which derives value from not being generally known to persons who can obtain economic value from its disclosure or use or that a reasonable person would consider confidential, given the context) except:

I. with the other party's consent;
II. to employees, agents and contractors who have a need to know in the discharge of their duties and who are subject to a contractual obligation to keep such information confidential that is at least as restrictive as this Agreement; or
III. when required to do so by law or by any binding rule, order or request.

For purposes of this Section 9, the parties agree that confidential or proprietary information does not include any information that is:

I. already known to the receiving party at the time of disclosure hereunder (other than from the other party or its affiliates) as demonstrated by its written records;
II. now or hereafter becomes publicly known other than through acts or omissions of the receiving party, or anyone to whom the receiving party disclosed such information;
III. disclosed to the receiving party, by a third party, under no obligation of confidentiality to the disclosing party or any other party; or
IV. independently developed by the receiving party without reliance on the confidential information of the disclosing party as shown by its written records.

Each party shall exercise reasonable commercial care in protecting the confidentiality of the other party's confidential information disclosed to it. The parties agree that an actual or threatened breach of this provision would result in irreparable harm to the party whose confidential information would be disclosed in breach, and shall entitle that party to temporary or permanent injunctive relief without proof of actual damages.

Section 10 Miscellaneous

10.1 Assignment

This Agreement shall be binding on the parties, their successors and their permitted assigns. PayByPhone may assign its rights or obligations under this Agreement without Client consent.

Amendment

All amendments to this Agreement shall be in writing. In the event Client wishes to add new Parking Locations in addition to the Initial Parking Locations (the "Additional Parking Locations") or to add parking spaces to an existing Parking Location, the amendment will be effective against both parties if it is in the form of email between implementation personnel of the parties and, effective the date of such email, the Appendix A will be read to include these Additional Parking Locations or parking spaces.

10.2 Survival

The confidentiality, intellectual property and indemnification obligations in this Agreement and any other terms that by reasonable implication contemplate continued performance, shall survive the expiry or termination of this Agreement.

10.3 No Agency

Each party, in all matters relating to this Agreement, will act as an independent contractor and independent employers. Except as otherwise expressly set forth herein, neither party will have authority and will not represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other, or to represent the other as an agent, employee or in any other capacity. Except as otherwise expressly set forth herein, nothing in this Agreement shall be construed to have established any agency, joint venture or partnership between the parties. Neither party shall make any warranties or representations on behalf of the other party.

10.4 Governing Law

This Agreement, and all matters relating hereto, shall be governed in all respects by the laws of the State of Delaware, excluding the application of any conflict of laws principles and/or rules. The parties hereby agree that all disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of and venue in the competent courts located in State of Delaware, and consent to the personal and exclusive jurisdiction and venue of these courts.

10.5 Severability

In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

10.6 Attorney's Fees

In any legal proceeding between the parties, the prevailing party shall be entitled to recover reasonable attorney's fees and expenses.

10.7 Force Majeure

If performance hereunder is prevented, restricted or interfered with by any act or condition whatsoever beyond the reasonable control of a party, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, restriction or interference.

10.8 Entire Agreement

This Agreement, together with the Appendix attached to it, constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes, and the terms of this Agreement govern, any prior agreements with respect to the subject matter hereof. This Agreement may not be modified, amended or any provision waived except by the parties' mutual written agreement.

10.9 No Waiver

Failure by either party to enforce any provision of this Agreement (whether in any one or more instance) shall not be deemed a waiver of future enforcement of that or any other provision.

10.10 Notice

Any notices provided hereunder shall be given at the address of the recipient specified below or at such other address as specified in writing. Any notice or other communication required to be given hereunder by either party shall be deemed duly given (a) when personally delivered to the other party, or (b) on the date of receipt when such notice was mailed by certified mail, postage prepaid and return receipt requested, addressed to the other party at the address set forth above, or such other address as either party may designate by giving written notice to the other; or (c) on the date of receipt when such notice was sent by facsimile or e-mail to the other party; provided the sending party receives a written or electronic notice of receipt from the other party of the facsimile or e-mail.

10.11 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument. The parties further agree that a signature transmitted via facsimile shall be deemed original for all purposes hereunder.

10.12 Captions

The captions used in this Agreement are for convenience only and shall not affect in any way the meaning or interpretation of the provision set forth herein.

10.13 Agreement Approval

Each party hereby represents and warrants that all necessary corporate and/or governmental approvals for this Agreement have been obtained, and the person whose signature appears below has the authority necessary to execute this Agreement on behalf of the party indicated.

10.14 Sophistication of Parties

Each party to this Agreement represents that it is a sophisticated commercial party capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the agreement.

10.15 Client's Conduct of Business Through Affiliates

The parties acknowledge that Client may carry out its business through affiliates. Client agrees to cause its affiliates to take such actions and to execute such documents as may be reasonably required to give effect to this Agreement as though references to Client in this Agreement were references to Client and those of its affiliates through which it carries on the business of owning and operating parking facilities.

10.17 PCI-DSS: Payment Card Industry Data Security Standard

PayByPhone is responsible for the security of cardholder data which PayByPhone possesses or otherwise stores, processes, or transmits on behalf of the Client. PayByPhone abides by the rules and regulations set forth in the PCI-DSS.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

The City of Miami	PayByPhone US Inc.
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
	Notice Address: c/o PayByPhone Technologies Inc. 600-1290 Homer Street 6th Floor Vancouver, BC V6B 2Y5 Canada
Notice Address: [client address as above]	With a copy to: legal@paybyphone.com

APPENDIX A

Parking facilities and metered parking stalls:

Parking facility located at [address] including [number] of parking spaces.

Parking facility located at [address] including [number] of parking spaces.

Pricing has been removed from this section due to the RFQ requesting that pricing not be submitted with this bid.

T +1.866.783.7787 E sales@paybyphone.com W paybyphone.com

Appendix 3 – Conditions of Terms

Please see below our proposed variations to the Conditions of Terms

Provision	Explanation of suggested changes	Substitute Language
RFQ Agreement, A2. Special Conditions, 2. Option to Renew	**Option to Renew** After the 5-year Term, The City will have the option to extend for two (2) additional two-year periods at the City's sole discretion. The successful contractor shall maintain, for the entirety of any renewal period, the same revenue share, terms, and conditions included within the originally awarded contract. PayByPhone suggests adding language that allows for PayByPhone to increase any fees to adjust for inflation and any increase in the cost of PayByPhone providing the services to the City.	The City, through its City Manager, will have the option to extend for two (2) additional two-year periods at the City's sole discretion. The City, with the prior written consent of the successful contractor, shall receive, for the entirety of any renewal period, the same revenue share, terms, and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, is a City prerogative, and not a right of the successful contractor. The successful contractor may, acting reasonably, increase any fees, not more often than once in a calendar year, to adjust for inflation and any increase in the cost of providing the services to the City.
Formal Solicitations – Terms and Conditions s.3	**Assignment** Contractor restricted from delegating obligations or duties without prior written consent of the City. As some duties are likely to be handled by PayByPhone US Inc.'s parent company, PayByPhone Technologies Inc., we recommend adding language to accommodate the parent company.	With the exception of assignment to a parent company, no contract shall be assigned, transferred, conveyed, sublet or otherwise disposed, including any or all right, title or interest therein, or power to execute such contract, to any person, company or corporation, without the prior written consent of the City.
Formal Solicitations – Terms and Conditions s.34	**Patents and Royalties** PayByPhone shall indemnify and save harmless the City of Miami Beach, Florida from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or	The City and Bidders shall indemnify, defend and save harmless the other party and its officers, employees, contractors, and/or agents, from liability, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of

	used in the performance of the contract, including its use by the City of Miami Beach, Florida. PayByPhone suggests modifying this language to have the provisions made reciprocal to the benefit of both the City and PayByPhone.	Miami Beach, Florida. If the Bidders use any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the Bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.
Formal Solicitations – Terms and Conditions s.41	**Termination for Default** If PayByPhone shall "fail to fulfill in a timely manner, or otherwise violate, any of the covenants, agreements, or stipulations material to the Bid and/or the contract entered into with the City pursuant thereto, the City shall thereupon have the right to terminate the work and/or services." The City may, at its discretion, provide reasonable "cure period" for any contractual violation prior to termination of the contract. PayByPhone recommends modifying this language to include a standard 30-day "cure period" consistent with PayByPhone's standard provisions in our Service Agreement.	If the successful Bidders shall fail to fulfill in a timely manner, or otherwise violate, any of the covenants, agreements, or stipulations material to the Bid and/or the contract entered into with the City pursuant thereto, the City shall thereupon have the right to terminate the work and/or services then remaining to be performed by giving written notice to the Bidders of such termination, which shall become effective upon receipt by the Bidders of the written termination notice. In that event, the City shall compensate the successful Bidders in accordance with the term of the contract for all work and/or services satisfactorily performed by the Bidders prior to termination, net of any costs incurred by the City as a consequence of the default. Notwithstanding the above, the successful Bidders shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the Bidders, and the City may reasonably withhold payments to the successful Bidders for the purposes of set off until such time as the exact amount of damages due the City from the successful Bidders is determined. The City will provide a thirty (30) day "cure period" for any contractual violation prior to termination of the

		contract; should the successful Bidders fail to take the corrective action specified in the City's notice of default within the allotted cure period, then the City may proceed to terminate the contract for cause in accordance with this subsection 1.57.
Missing from Formal Solicitations -Terms and Conditions	**Confidentiality Provision:** No Confidentiality provisions are provided in the agreement. PayByPhone proposes adding this language to the **Formal Solicitations -Terms and Conditions.**	Neither the Bidders or the City will disclose the other party's or its affiliates' confidential or proprietary information, including Transaction Data and User Profile Data (including the terms of this Agreement and any information provided by the other party that is confidentially maintained or proprietary or which derives value from not being generally known to persons who can obtain economic value from its disclosure or use or that a reasonable person would consider confidential, given the context) except: (i) with the other party's consent; (ii) to employees, agents and contractors who have a need to know in the discharge of their duties and who are subject to a contractual obligation to keep such information confidential that is at least as restrictive as this Agreement; or (iii) when required to do so by law or by any binding rule, order or request. For purposes of this Section, the Bidders and the City agree that confidential or proprietary information does not include any information that is: (i) already known to the receiving party at the time of disclosure hereunder (other than from the other party or its affiliates) as demonstrated by its written records; (ii) now or hereafter becomes publicly known other than through acts or omissions of the receiving party, or anyone to whom the receiving party disclosed such information; (iii) disclosed to the receiving party, by a third party, under no obligation of confidentiality to the disclosing party or any other party; or

		(iv) independently developed by the receiving party without reliance on the confidential information of the disclosing party as shown by its written records. Each party shall exercise reasonable commercial care in protecting the confidentiality of the other party's confidential information disclosed to it. The parties agree that an actual or threatened breach of this provision would result in irreparable harm to the party whose confidential information would be disclosed in breach and shall entitle that party to temporary or permanent injunctive relief without proof of actual damages.
Missing from Formal Solicitations -Terms and Conditions	**Intellectual Property (IP)** Current IP provisions in the agreement do not adequately protect PayByPhone. PayByPhone proposes adding this language to the **Formal Solicitations -Terms and Conditions.**	The parties acknowledge and agree that any trademarks, patents, trade names, logos, trade dress, domain names, copyrights or licenses therein, or other enforceable intellectual property rights and whether in hard or electronic copy (collectively "Intellectual Property") belonging to the other party, given to them under this Agreement is and shall remain the property of that party for the duration of the Term of this Agreement. Except as expressly stated, nothing in this Agreement shall be deemed or interpreted to convey, transfer or assign any Intellectual Property rights to the other party. Each party reserves the right to approve in advance the use of its Intellectual Property by the other party in each and every instance. Upon termination of this Agreement for any reason the parties will use reasonable endeavours to ensure that all such Intellectual Property and material are removed from display and/or destroyed at the request of the other party save where such

		Intellectual Property is held by the parties in compliance with any statutory obligations and/or the maintenance of proper records. The parties undertake that they have all necessary permissions, licenses and rights to use the Intellectual Property of third parties for the purposes of this Agreement. To the extent permitted by law, each party shall indemnify (for the purposes of this clause, the "Indemnifying Party") the other (for the purposes of this clause the "Indemnified Party") against all actions, claims, proceedings, costs and expenses (including reasonable legal fees) arising from any actual infringement of Intellectual Property rights of whatever nature insofar as these relate to the Intellectual Property rights developed and owned by the Indemnifying Party or licensed to the Indemnified Party which claims, actions or proceedings arise as a result of the Indemnified Party's use of any of the Services, except that the indemnity shall not apply to any actions, claims or proceedings which are attributable to any breach of contract or negligent act or omission on the part of the Indemnified Party or where such actions, claims or proceedings relate to any developments of the services carried out by or at the request of the Indemnified Party except where the Indemnifying Party knew or ought to have known that such development of the services requested by the Indemnified Party would result in an infringement of Intellectual Property rights.
Missing from Formal	**Ownership of Use of Data.**	**Client Information**

Solicitations -Terms and Conditions	No Data definitions or provisions are provided in the agreement. PayByPhone proposes adding this language to the **Formal Solicitations -Terms and Conditions.**	"Client Data" means all data provided directly by the City to the Bidders in relation to this Agreement, including the City's parking rates, the City's identifiers for Parking Locations and parking stalls, merchant account information, enforcement equipment and practices, and parking policies. During the term of this Agreement and for such time after as not expressly prohibited, the Bidders may obtain, store and use such Client Data for any purpose, including without limitation providing and improving services under this Agreement, so long as it complies with applicable data protection laws, contractual obligations and any other applicable requirements with respect to the Client Data. The Bidders shall retain exclusive ownership of all rights in any derivative data it develops based on Client Data. Following termination of this Agreement, the Bidders will, at the City's written request, return to the City or destroy all Client Data and copies thereof. Notwithstanding the foregoing, the Bidders shall be permitted to retain such copies of, or any computer records or files containing, the City's Data: (a) that has been archived by the Bidder's automatic electronic archiving and back-up procedures, to the extent created and retained in a manner consistent with the Bidder's standard archiving and back-up procedures; and (b) to the extent required by applicable law. **Customer Information** The parties will share information and data directly relating to drivers' parking sessions through the Bidder's service at the Parking Locations ("Parking Sessions") and as may be required by the City for parking enforcement, fines, and proceedings ("Transaction Data").

		Transaction Data may include vehicle license plate, parking session date, time, duration, zone number and amount paid, details of parking fines/violation notices, and parking session details obtained through customer service centre, and does not include User Profile Data (defined below). In using, sharing, or otherwise processing Transaction Data, the Bidders and the City must comply with applicable data protection laws, contractual obligations and any other applicable requirements. Each party is responsible to the Bidder's service users and other third parties for its respective use, sharing and processing of Transaction Data, whether it performs such use, sharing and processing directly or through third parties. Each party acts as a "data controller" with respect to Transaction Data for the purposes any privacy legislation that uses that concept and is applicable to the party's activities. Each party agrees to provide such assistance as is reasonably required to enable the other party to comply with the applicable data protection laws. Any information about or with respect to the Bidder's service users that is not related to parking sessions at the Parking Locations, including without limitation, information provided by users upon registration for an account and data about the user's activity in the account or the Bidder's applications ("User Profile Data") shall be exclusively owned by the Bidder. The Bidders shall retain exclusive ownership of all rights in any derivative data it develops based on Transaction Data and User Profile Data.

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T +1.866.783.7787 E sales@paybyphone.com W paybyphone.com

HAMILL, NICK, MR
600-1290 HOMER STREET
VANCOUVER, BC V6B 2-Y5 CA

Annual Reports

No Annual Reports Filed

Document Images

10/26/2023 -- Domestic Profit View image in PDF format

paybyphone

COOPERATION AND SERVICE AGREEMENT

This Cooperation and Service Agreement (the "Agreement") is entered into as of 1/23/15 between PayByPhone Technologies Inc., a developer of enhanced mobile commerce solutions, a British Columbia corporation with its principal place of business at #403 – 186 Hamilton Street, Vancouver, British Columbia, Canada ("PayByPhone") and Town of Surfside a provider of parking services, with its head office at: 9293 Harding Avenue, Surfside, FL 33154 ("Client").

RECITALS

The objective between PayByPhone and Client provided for in this Agreement is for PayByPhone to provide wireless applications to enhance the payment process for parking at parking facilities and metered parking stalls owned and/or managed by Client for a six month trial period from 3/23/15 to 9/23/15 PayByPhone mobile commerce solutions will also provide Client with a management information system, including real-time operation and transaction reports.

AGREEMENT

Section 1 THE PAYBYPHONE MOBILE PAYMENT PLATFORM AND APPLICATIONS

1.1 PAYBYPHONE MOBILE PAYMENT APPLICATION

PayByPhone agrees to roll out the PayByPhone mobile payment service for use at Client's managed and owned parking facilities as agreed upon by PayByPhone and Client, to allow for consumers to pay for the use of those facilities through personal wireless devices (e.g., cellular telephones) or other wireless systems.

1.2 PAYBYPHONE MANAGEMENT INFORMATION SYSTEM

PayByPhone will operate and manage a software application for Client that will provide near real time information and management reports on the transactions conducted utilizing the PayByPhone Parking Payment Application (the "Management Information System"). PayByPhone will host the Management Information System on its network. Client will access the Management Information System through a browser-based program installed on Client's computer hardware.

1.3 COMPUTER, NETWORKING AND TELECOMMUNICATION SYSTEMS

PayByPhone will own or possess, and will operate and maintain, all computer and networking hardware and software and data required to operate the PayByPhone mobile payment services service as contemplated in this Agreement, other than Client's existing computer and telecommunications systems.

1.4 MOBILE PAYMENT SERVICE ENFORCEMENT

PaybyPhone agrees to supply Wireless Devices to employees in the field to provide real time confirmation of validly parked vehicles.

1.5 REPORTS

PayByPhone will provide Client with a set of standard reports in the self-serve PayByPhone Service Management Interface System. Any changes or customizations to the standard set of reports will be subject to then-current PayByPhone Professional Services fees. See Appendix B for sample rates.

Section 2 FEES AND PAYMENTS

2.1 PRICING AND PAYMENT

Client agrees to pay the fees, as outlined in Appendix A. All amounts payable hereunder are exclusive of any and all taxes, including taxes applicable on fees paid by the consumer, and Client is responsible for payment of such taxes. All prices are stated, and Client shall pay, in US dollars. Payment is due within 30 days of invoicing.

2.2 MERCHANT ACCOUNT

Merchant account refers to Client's merchant account set up with Client's acquiring bank. PayByPhone will cover the cost of linking one (1) Client merchant account with PayByPhone's gateway provider. Client agrees to cover the cost of merchant account updates including all third party fees and then-current PayByPhone Professional Services fees. See Appendix B for sample rates.

2.3 TRANSACTION TESTING

PayByPhone reserves the right to execute test transactions from time to time to ensure top performance of the system and account. PayByPhone may execute up to ten (10) test transactions per month without adjusting the Client invoice.

Section 3 EXCLUSIVITY

Client agrees that PayByPhone will be the sole and exclusive provider of all mobile payment service applications (using whatsoever technology) for Client during the term of this agreement, including, but not limited to, all wireless payment applications employing Wireless Devices to pay for parking at only the specific Client lots where PayByPhone is deployed.

Section 4 MARKETING, PROMOTION AND USER EDUCATION

4.1 SIGNAGE

PayByPhone will provide the first round of signage at Client's location offering PayByPhone as mobile payment service provider. PayByPhone will provide signage to be located at each paystation, plus signage at each level of the parking structure without a paystation. Additionally, one decal will be placed on each paystation and/or meter.

All signage must comply with the PayByPhone Consumer Branding Standards.

4.2 MARKETING EVENTS

PayByPhone may conduct on-site marketing events and campaigns for the service, whereby PayByPhone will inform parking lot consumers of the availability of the PayByPhone mobile payment services as well as any promotions available, with the knowledge and approval of Client which is not to be reasonably withheld.

4.3 CLIENT TRAINING

PayByPhone will provide initial training to Client using a "Train the Trainer" model on the self-served PayByPhone Service Management Interface (SMI). The said Client Trainer will, at its own expense, train its staff and employees, including patrollers, to operate the mobile payment services and related applications and technology. Additional training sessions are available at the then current professional services rates. See Appendix B for sample rates.

Section 5 PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

The parties shall cooperate with each other in protecting their respective trade names, designs, trademarks and other similar intellectual property rights from unauthorized use.

Section 6 TERM AND TERMINATION

6.1 TERM AND RENEWAL

This Agreement shall enter into force for a period of six months from implementation consecutive months from the date of implementation unless earlier terminated in accordance with this Section 6.2.

6.2 TERMINATION

Should a party breach a material term and such breach remains uncorrected for thirty (30) days after receipt of a notice by the breaching party, the non-breaching party may, in addition to all other remedies available at law, terminate this Agreement by providing written notice to the breaching party, without further obligation provided, however, that if

the nature of the breach is such that it cannot be reasonably cured within such thirty (30) day period, the breaching party will not be deemed in default of this Agreement so long as such party commences efforts to effect a cure and is diligently pursuing such efforts. Provided, further, that if the breach is as a result of the non-payment of any fee, the non-breaching party may terminate this Agreement if such breach remains uncorrected for ten (10) days after the breaching party's receipt of notice of such breach.

Section 7 REPRESENTATIONS AND WARRANTIES

7.1 MUTUAL REPRESENTATIONS AND WARRANTIES

Each party represents and warrants to the other that:

i) it has the full corporate right and authority, and possesses all licenses, permits, authorizations and rights to intellectual property, necessary to enter into and perform this Agreement;

ii) its entry into and performance of this Agreement do not and will not conflict with or result in a breach or violation of any agreement or order by which it is bound; and

iii) this Agreement constitutes its legal, valid and binding obligations enforceable against it in accordance with the terms of this Agreement.

Section 8 DISCLAIMER, INDEMNIFICATION AND LIMITATION OF LIABILITY

8.1 DISCLAIMER

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PAYBYPHONE DOES NOT MAKE, AND HEREBY SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PAYBYPHONE MOBILE PAYMENT SERVICES INCLUDING ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. CLIENT ACKNOWLEDGES THAT THE PAYBYPHONE MOBILE PAYMENT SERVICES AND SERVICES FURNISHED BY PAYBYPHONE UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY SERVERS OR OTHER HARDWARE, SOFTWARE, APPLICATIONS AND ANY OTHER ITEMS USED OR PROVIDED BY PAYBYPHONE OR ANY THIRD PARTIES IN CONNECTION WITH PROVIDING ACCESS TO OR HOSTING ANY OF THE FOREGOING OR THE PERFORMANCE OF ANY SERVICES BY PAYBYPHONE UNDER THIS AGREEMENT) ARE PROVIDED BY PAYBYPHONE "AS IS".

8.2 INDEMNIFICATION

Subject to Section 8.3, PayByPhone will protect, defend, indemnify and hold harmless the Client, its officers, employees, volunteers, and agents from any against any and all third party claims, actions, losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, (collectively, "Losses") resulting from or arising out of PayByPhone's breach of any representation, warranty set forth in this Agreement. In the event the Parties are notified of the existence of any covered Losses, the Parties shall agree upon a mutually satisfactory local attorney to defend the Client as necessary.

8.3 LIMITATION OF LIABILITY

SUBJECT TO THE PROVISIONS OF FLA. STAT. 768.28, IN NO EVENT SHALL ANY PARTY BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY DAMAGES RESULTING FROM LOSS OF USE OR PROFITS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.4 PARKING RATES

Client will be given access to confirm the parking rates at each locations via the PayByPhone back office system. PayByPhone will make every attempt at ensuring the rates are configured correctly; upon completion of each location setup, it is the Client's responsibility to ensure all rates are configured correctly. Failing to do so shall exclude PayByPhone from any liability. Client shall provide PayByPhone with sufficient notice of any rates change during PayByPhone standard business hours.

Section 9 CONFIDENTIALITY

Subject to the provision of Chapter 119, Florida Statutes, neither party will disclose the other party's confidential or proprietary information (including this Agreement and any information provided by the other party that is confidentially maintained or proprietary or which derives value from not being generally known to persons who can obtain economic value from its disclosure or use) except:

i) with the other party's consent;

ii) to employees, agents and contractors who have a need to know in the discharge of their duties and who are subject to a contractual obligation to keep such information confidential that is at least as restrictive as this Agreement;

iii) when required to do so by law or by any binding rule, order or request.

Each party shall exercise reasonable commercial care in protecting the confidentiality of the other party's confidential information disclosed to it. The parties agree that an actual or threatened breach of this provision would result in irreparable harm to the party whose confidential information would be disclosed in breach, and shall entitle that party to temporary or permanent injunctive relief without proof of actual damages.
For purposes of this Section 10, the parties agree that confidential or proprietary information does not include any information that is (a) already known to the receiving party at the time of disclosure hereunder (other than from the other party hereto) as demonstrated by its written records; (b) now or hereafter becomes publicly known other than through acts or omissions of the receiving party, or anyone to whom the receiving party disclosed such information; (c) disclosed to the receiving party, by a third party, under no obligation of confidentiality to the disclosing party or any other party; or (d) independently developed by the receiving party without reliance on the confidential information of the disclosing party as shown by its written records.

Section 10 MISCELLANEOUS

10.1 ASSIGNMENT

This Agreement shall be binding on the parties, their successors and their permitted assigns. Neither party may assign its rights or obligations under this Agreement without the consent of the other.

10.2 NO AGENCY

Each party, in all matters relating to this Agreement, will act as an independent contractor and independent employers. Except as otherwise expressly set forth herein, neither party will have authority and will not represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other, or to represent the other as an agent, employee or in any other capacity. Nothing in this Agreement shall be construed to have established any agency, joint venture or partnership between the parties. Neither party shall make any warranties or representations on behalf of the other party.

10.3 GOVERNING LAW

This Agreement, and all matters relating hereto, shall be governed in all respects by the laws of State of Florida, excluding the application of any conflict of laws principles and/or rules. The parties hereby agree that all disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of and venue in the competent courts located in Miami-Dade County Florida and consent to the personal and exclusive jurisdiction and venue of these courts.

10.4 SEVERABILITY

In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

10.5 ATTORNEY'S FEES

In any legal proceeding between the parties, the prevailing party shall be entitled to recover reasonable attorney's fees and expenses.

10.6 FORCE MAJEURE

If performance hereunder is prevented, restricted or interfered with by any act or condition whatsoever beyond the reasonable control of a party, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, restriction or interference.

10.7 ENTIRE AGREEMENT

This Agreement, together with the Appendix attached to it, constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes, and the terms of this Agreement govern, any prior agreements with respect to the subject matter hereof. This Agreement may not be modified, amended or any provision waived except by the parties' mutual written agreement.

10.8 NO WAIVER

Failure by either party to enforce any provision of this Agreement (whether in any one or more instance) shall not be deemed a waiver of future enforcement of that or any other provision.

10.9 NOTICE

Any notices hereunder provided to PayByPhone shall be given at the address specified below or at such other address as PayByPhone specifies in writing. Any notices hereunder provided to Client shall be given at the address specified below or at such other address as Client specifies in writing. Any notice or other communication required to be given hereunder by either party shall be deemed duly given (a) when personally delivered to the other party, or (b) on the date of receipt when such notice was mailed by certified mail, postage prepaid and return receipt requested, addressed to the other party at the address set forth above, or such other address as either party may designate by giving written notice to the other; or (c) on the date of receipt when such notice was sent by facsimile or e-mail to the other party; provided the sending party receives a written or electronic notice of receipt from the other party of the facsimile or e-mail.

10.10 COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument. The parties further agree that a signature transmitted via facsimile shall be deemed original for all purposes hereunder.

10.11 CAPTIONS

The captions used in this Agreement are for convenience only and shall not affect in any way the meaning or interpretation of the provision set forth herein.

10.12 TRADEMARKS, TRADE NAMES, LOGOS

Except as expressly provided in this Agreement, no trademark, trade name, logo, trade dress, copyright or license therein, or other intellectual property rights (collectively, "Intellectual Property") are conveyed by this Agreement. Each party reserves the right to approve in advance the use of its Intellectual Property by the other party in each and every instance. All Intellectual Property owned by either party shall remain the exclusive property of such party and shall be returned to such party promptly after the expiration of this Agreement.

10.13 AGREEMENT APPROVAL

Each party hereby represents and warrants that all necessary corporate and/or governmental approvals for this Agreement have been obtained, and the person whose signature appears below has the authority necessary to execute this Agreement on behalf of the party indicated.

10.14 SOPHISTICATION OF PARTIES

Each party to this Agreement represents that it is a sophisticated commercial party capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the agreement.

10.15 CLIENT'S CONDUCT OF BUSINESS THROUGH AFFILIATES

The parties acknowledge that Client may carry out its business through affiliates. Client agrees to cause its affiliates to take such actions and to execute such documents as may be reasonably required to give effect to this Agreement as though references to Client in this Agreement were references to Client and those of its affiliates through which it carries on the business of owning and operating parking facilities.

10.16 PUBLIC RECORDS

PayByPhone understands that the public shall have access, at all reasonable times, to all documents and information pertaining to Client's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by Client and the public to all documents subject to disclosure under applicable law. PayByPhone's failure or refusal to comply with the provisions of this Section shall result in Client's immediate cancellation of this Agreement. PayByPhone acknowledges that this termination is not subject to cure provisions contained elsewhere in this Agreement. PayByPhone shall additionally comply with the provisions of Section 119.0701, Florida Statutes, entitled "Contracts; public records", as may be applicable, which statute is deemed as being incorporated by reference herein.

10.17 COMPLIANCE WITH LAWS

In performance of the Services, Pay by Phone will comply with applicable regulatory and other applicable requirements including federal, state, and local laws, rules, regulations, orders, codes, criteria, and standards.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorised representatives.

Town of Surfside

By: _____

Its: Town Manager _____

Notice Address
9293 Harding Avenue
Surfside, FL 33154

PayByPhone Technologies Inc.

By: _____

Its: VP Finance & Administration

Notice Address:
#403 – 1168 Hamilton St.
Vancouver, British Columbia,
Canada

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE TOWN OF SURFSIDE ONLY

Linda Miller
Town Attorney

APPENDIX A

SERVICES TO BE PROVIDED:

PayByPhone Mobile Payment Service

SYSTEM WILL:

1. Register consumers by phone or online who wish to pay for parking by cellphone or web-enabled device.
2. Activate and collect payment via credit card for parking using PayByPhone in accordance with parking rates specified by the Client.
3. Display payment status of license plate, space or meter number on internet-capable handheld device such as mobile phone, handheld computer or other Wireless Device for enforcement.
4. Provide a secure web-based administration interface for rates control, management and accounting reports.

PRICING:

One Time Setup Fees:	
Mobile payment services set-up	waived
Additional locations	waived
Integration with Third Party	none
Monthly Fees:	
Monthly minimum	waived
Per Transaction Charges:	
Option 1:	
Consumer pays (convenience fee added to price of parking)	$0.35

NOTES:

1. One time set-up fee includes, but is not limited to development, testing and implementation of a dedicated client account within the PayByPhone system; merchant account integration and testing; set up and training on reporting, customer service and other elements of the PayByPhone Service Management Interface, signage design, marketing coordination.
2. Monthly fees apply when mobile payment services fees (transaction charges) per calendar month total less than as specified here. Client is responsible for covering the difference between the monthly minimum and the total fees.
3. Client's own credit card processing and merchant banking fees will apply.
4. For pricing option where the consumer does not pay any additional fee on top of the price of parking, uptake / usage of the PayByPhone service is significantly higher. The PayByPhone fees are more than off-set by increased volume, repeat usage by consumers who prefer this payment option, extensions to parking sessions paid remotely via PayByPhone and a reduction in cash handling and processing
5. All fees and charges are payable within 30 days of invoicing.

Appendix B

PayByPhone Professional Services Sample Rates Table & Definitions

Resource	Office Hours Rate per hour	After Hours Rate per hour
Senior Architect	**$250**	**$315**
Senior Product Manager	**$250**	**$315**
Creative Services	**$200**	**$250**
Project Manager	**$200**	**$250**
Programmer / Developer	**$200**	**$250**
Consumer Adoption Strategist	**$150**	**$200**
Application Trainer	**$125**	**$150**
Support Agent	**$125**	**$150**
Tester	**$125**	**$150**

Resource	Descriptions
Senior Architect	A PayByPhone Architect will lead the definition and implementation of the product software architectures. They will transform the requirements created by the Product Manager into a set of architecture and design documents that can be used by the rest of the team to create the solution. The PayByPhone Architect is responsible for matching technologies to the proposed requirements.
Senior Product Manger	A PayByPhone Product Manager specifies market requirements for current and future products. Working with the Project Manager, software development team, client and client management team, the Product Manager is responsible for driving a solution across development teams through market requirements, product contracts and positioning.
Creative Services	The PayByPhone Creative Team will execute highly effective and proven design concepts, layouts, graphic elements and systems. Our Creative Manager will plan and arrange signage, stickers, decals and marketing collateral including web content according to the client's parking environment, marketing strategies and objectives, taking into consideration the usability and visibility of each sign.
Project Manager	A PayByPhone Project Manager will create and maintain project plans that communicate tasks, milestones, status and resource allocation. Making use of Project Management Lifecycle Methodology, they are ultimately responsible for project execution. In addition to exercising their knowledge of project management best practices, the PayByPhone project manager serves as business liaison, budget manager, customer relations manager, facilitator, negotiator, risk manager, change agent, task tracker, problem solver and implementer.
Consumer Adoption Strategist	A PayByPhone Consumer Adoption Strategist will work with the key client contacts to develop and implement a plan to maximize the client's goals for the PayByPhone service. Learning from hundreds of client implementations, access to the latest data analytics and considerable expertise in mobile and consumer technology usage are incorporated into an ongoing plan to drive maximum usage and customer convenience.

Application Trainer	A PayByPhone Applications Trainer will design and deliver training programs for the PayByPhone system. They will also design training course materials and other documents such as handouts, manuals and exercises. Training is typically conducted via a web session, either one on one in a train-the-trainer scenario or in a group setting.
Support Agent	A PayByPhone support agent interacts with client contacts to address inquiries regarding the PayByPhone system, reporting interface, log-ins and general administration.
Tester	The PayByPhone Quality Assurance (QA) testers will thoroughly evaluate, stress-test and troubleshoot all new code, programs and software. The PayByPhone QA testers will log and prioritized any issues/bugs found and work closely with the Software Development team for a resolution.

AGREEMENT FOR PAYBYPHONE SERVICES

This Agreement is made this 9th day of November 2015 between the Town of Surfside, a municipal corporation, organized and existing under the laws of the State of Florida, whose address is 9293 Harding Avenue, Surfside, Florida, 33154 (the "**Town**") and PayByPhone Technologies, Inc., a British Columbia corporation authorized to do business in Florida with its principal place of business located at #403 - 1168 Hamilton Street, Vancouver, British Columbia, Canada ("**PayByPhone**").

WITNESSETH

WHEREAS, the Town desires to enter into this Agreement (the "**Agreement**") with PayByPhone for payment by phone services; and

WHEREAS, the Town and PayByPhone agree to incorporate the terms and conditions of the Miami Parking Authority's Request for Proposals for PayByPhone Services RFP No. 14-06 (the "**RFP**") and the contractual arrangement, dated November 30, 2014, (the "**Contract**" attached hereto as Exhibit "A") between the City of Miami Department of Off-Street Parking a/k/a Miami Parking Authority, an agency and instrumentality of the City of Miami, and PayByPhone Technologies, Inc. into this Agreement; and

WHEREAS, Section 3-13(3) of the Town Code of Ordinances the Town authorizes the Town to enter into contracts entered into by another governmental agency through a competitive bid process.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. Term. The term of this Agreement commences upon full execution hereof and continues as specified in the Contract, unless terminated earlier as provided in the Contract. Upon the expiration of the initial three year term of this Agreement, the Town Manager shall have the option to extend this Agreement for two additional consecutive one year renewal terms provided all terms, conditions and specifications remain the same and both parties agree to the extension.

Section 2. Termination without Cause. This Agreement may be terminated by the Town for any reason or no reason upon ninety (90) calendar days written notice to PayByPhone.

Section 3. Contract Terms. PayByPhone agrees to provide the PayByPhone services on the same terms and in the same manner as set forth in the Contract, except as otherwise provided herein. All recitals, representations, and warranties of PayByPhone made by PayByPhone in the Contract or in response to the RFP are restated as if set forth fully herein, made for the benefit of the Town, and incorporated herein, except that all references to the "MPA", "Miami Parking Authority", "City of Miami" or "Client" are hereby replaced with the "Town" or "Town of Surfside", including the requirement to be named as additional insured on the required liability policies, together with the following additional provisions:

A. Chapter 119 (Public Records). PayByPhone acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to Town contracts, pursuant to the provisions of Chapter 119, Florida Statutes. PayByPhone agrees to maintain public records in PayByPhone's possession or control in connection with PayByPhone's performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by law. PayByPhone shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law.

Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of Town. In the event of termination of this Agreement by either party, any reports, photographs, surveys and other data and documents and public records prepared by, or in the possession or control of, PayByPhone, whether finished or unfinished, shall become the property of Town and shall be delivered by PayByPhone to the Town Manager, at no cost to the Town, within seven (7) days of termination of this Agreement. All such records stored electronically by PayByPhone shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Upon termination of this Agreement, PayByPhone shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure. Any compensation due to PayByPhone shall be withheld until all documents are received as provided herein. PayByPhone's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.

Section 4. Assignment. Neither party may assign its rights or obligations under this Agreement without the consent of the other.

Section 5. Notice. Notwithstanding Section 10.9 of the Contract, notice hereunder shall be provided in writing by certified mail return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For Town:
Town Manager
Town of Surfside
9293 Harding Avenue,
Surfside, Florida, 33154

For PayByPhone:
PayByPhone Technologies, Inc.
Attention: Maggie Clay
#403 - 1168 Hamilton Street
Vancouver, British Columbia, Canada

Section 5. Severability. If any provision of this Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

Section 6. Entire Agreement. This Agreement, including the Contract, the RFP and PayByPhone's response to the RFP, sets forth the entire agreement between PayByPhone and Town with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature.

ATTEST:

Sandra Novoa, MMC, Town Clerk

TOWN OF SURFSIDE, FLORIDA

By: _____
Guillermo Olmedillo, Town Manager

9th day of November, 2015.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE TOWN OF SURFSIDE ONLY:

By: _____
Linda Miller, Town Attorney

WITNESS

By: _____

Print Name: RADHESH PRADHAN

By: _____

Print Name: TINA PORCO

PAYBYPHONE TECHNOLOGIES, INC.

By: _____

29 day of December, 2015.

(Corporate Seal)

EXHIBIT "A"

CONTRACT

BETWEEN

MIAMI PARKING AUTHORITY

AND

PAYBYPHONE TECHNOLOGIES, INC.

FOR PAY BY PHONE SERVICES

paybyphone

COOPERATION AND SERVICE AGREEMENT

This Cooperation and Service Agreement (the "Agreement") is entered into as of November 3rd, 2014 between PayByPhone Technologies Inc., a developer of enhanced mobile commerce solutions, a British Columbia corporation with its principal place of business at #403 – 186 Hamilton Street, Vancouver, British Columbia, Canada ("PayByPhone") and City of Miami Department of Off-Street Parking a/k/a Miami Parking Authority, an agency and instrumentality of the City of Miami located at 40 NW 3rd Street, Miami, Florida 33128 ("MPA" or "Client").

RECITALS

For and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, PayByPhone shall provide wireless applications to enhance the payment process for parking at parking facilities and metered parking stalls owned and/or managed by Client. PayByPhone mobile commerce solutions will also provide Client with a management information system, including real-time operation and transaction reports.

AGREEMENT

Section 1 INCORPORATION OF SOLICITATION AND RESPONSE; CONTROLLING DOCUMENT

The Parties hereby incorporate the solicitation, all addenda ("RFP") and PayByPhone's response as if all fully set forth herein and a part of this Agreement. In the event of any conflict between the RFP, PayByPhone's response and this Agreement, the RFP shall control, followed by this Agreement and ending with PayByPhone's response.

Section 2 THE PAYBYPHONE MOBILE PAYMENT PLATFORM AND APPLICATIONS

2.1 PAYBYPHONE MOBILE PAYMENT APPLICATION

PayByPhone agrees to utilize the PayByPhone mobile payment service for use at Client's managed and owned parking facilities as agreed upon by PayByPhone and Client, to allow for consumers to pay for the use of those facilities through personal wireless devices (e.g., cellular telephones) or other wireless systems.

2.2 PAYBYPHONE MANAGEMENT INFORMATION SYSTEM

PayByPhone will operate and manage a software application for Client that will provide near real time information and management reports on the transactions conducted utilizing the PayByPhone Parking Payment Application (the "Management Information System"). PayByPhone will host the Management Information System on its network. Client will access the Management Information System through a browser-based program installed on Client's computer hardware.

2.3 COMPUTER, NETWORKING AND TELECOMMUNICATION SYSTEMS

PayByPhone will own or possess, and will operate and maintain, all computer and networking hardware and software and data (collectively, "computer information") required to operate the PayByPhone mobile payment services service as contemplated in this Agreement, other than Client's existing computer and telecommunications systems. PayByPhone's shall be solely responsible for the security of any computer information stored on its system.

2.4 MOBILE PAYMENT SERVICE ENFORCEMENT

Client agrees to supply Wireless Devices to employees in the field to provide real time confirmation of validly parked vehicles.

2.5 REPORTS

PayByPhone will provide Client with a set of standard reports in the self-serve PayByPhone Service Management Interface System. Any changes or customizations to the standard set of reports will be subject to then-current PayByPhone Professional Services fees. See Appendix B for sample rates.

Section 3 FEES AND PAYMENTS

3.1 PRICING AND PAYMENT

Client agrees to pay the fees, as outlined in Appendix A. All amounts payable hereunder are exclusive of any and all taxes, including taxes applicable on fees paid by the consumer, and Client is responsible for payment of such taxes. All prices are stated, and Client shall pay, in US dollars. Payment is due within 30 days of invoicing.

3.2 MERCHANT ACCOUNT

Merchant account refers to Client's merchant account set up with Client's acquiring bank. PayByPhone will cover the cost of linking one (1) Client merchant account with PayByPhone's gateway provider. Client agrees to cover the cost of merchant account updates including all third party fees and then-current PayByPhone Professional Services fees. See Appendix B for sample rates.

3.3 TRANSACTION TESTING

PayByPhone reserves the right to execute test transactions from time to time to ensure top performance of the system and account. PayByPhone may execute up to ten (10) test transactions per month without adjusting the Client invoice.

3.4 THIRD PARTY INTEGRATION

In the event system changes (such as upgrades) by a third party impact the PayByPhone integration with Company sub-systems such as enforcement, Client agrees to cover any PayByPhone development costs required to maintain integration. PayByPhone will notify Client, in advance, of any such integration costs that could be added.

Section 4 MARKETING, PROMOTION AND USER EDUCATION

4.1 SIGNAGE

Client agrees to provide signage and adequate space for PayByPhone signage at each parking facility at which the PayByPhone mobile payment services service is to be available, with sign size and placement to be mutually agreed by PayByPhone and Client. Client agrees that signs will be hung and/or located near payment machines at parking facilities enabled with the PayByPhone mobile payment services service. Client will provide all decals and signs required for implementation. Client agrees to supply all future decals and signage, including new locations. Client agrees to supply replacement decals which may be required in the future.

PayByPhone will provide the first round of signage at Client's location offering PayByPhone as mobile payment service provider. PayByPhone will provide one sign to be located at each paystation, plus one at each level of the parking structure without a paystation. Additionally, one decal will be placed on each paystation and/or meter.

4.2 MARKETING EVENTS

PayByPhone may conduct on-site marketing events and campaigns for the service, whereby PayByPhone will inform parking lot consumers of the availability of the PayByPhone mobile payment services as well as any promotions available, with the knowledge and approval of Client which is not to be reasonably withheld.

4.3 CLIENT TRAINING

PayByPhone will provide initial training to Client using a "Train the Trainer" model on the self-served PayByPhone Service Management Interface (SMI). The said Client Trainer will, at its own expense, train its staff and employees, including patrollers, to operate the mobile payment services and related applications and technology. Additional training sessions are available at the then current professional services rates. See Appendix B for sample rates.

Section 5 PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

The parties shall cooperate with each other in protecting their respective trade names, designs, trademarks and other similar intellectual property rights from unauthorized use.

Section 6 TERM AND TERMINATION

6.1 TERM AND RENEWAL

This Agreement shall enter into force for a period of three (3) consecutive years from the date signed unless earlier terminated in accordance with this Section 6.

The contract shall be automatically renewed annually on the anniversary of the termination date above unless either party gives the other party at least ninety (90) days prior written notice of its intent not to renew the Agreement.

6.2 TERMINATION

Should a party breach a material term and such breach remains uncorrected for thirty (30) days after receipt of a written notice by the breaching party, the non-breaching party may, in addition to all other remedies available at law, terminate this Agreement by providing written notice to the breaching party, without further obligation provided, however, that if the nature of the breach is such that it cannot be reasonably cured within such thirty (30) day period, the breaching party will not be deemed in default of this Agreement so long as such party commences efforts to effect a cure and is diligently pursuing such efforts. Provided, further, that if the breach is as a result of the non-payment of any fee, the non-breaching party may terminate this Agreement if such breach remains uncorrected for ten (10) days after the breaching party's receipt of notice of such breach. Within thirty (30) days after the termination of this Agreement.

Section 7 REPRESENTATIONS AND WARRANTIES

7.1 MUTUAL REPRESENTATIONS AND WARRANTIES

Each party represents and warrants to the other that:

i) it has the full corporate right and authority, and possesses all licenses, permits, authorizations and rights to intellectual property, necessary to enter into and perform this Agreement;

ii) its entry into and performance of this Agreement do not and will not conflict with or result in a breach or violation of any agreement or order by which it is bound; and

iii) this Agreement constitutes its legal, valid and binding obligations enforceable against it in accordance with the terms of this Agreement.

Section 8 DISCLAIMER, INDEMNIFICATION AND LIMITATION OF LIABILITY

8.1 DISCLAIMER

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PAYBYPHONE DOES NOT MAKE, AND HEREBY SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PAYBYPHONE MOBILE PAYMENT SERVICES INCLUDING ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. CLIENT ACKNOWLEDGES THAT THE PAYBYPHONE MOBILE PAYMENT SERVICES AND SERVICES FURNISHED BY PAYBYPHONE UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY SERVERS OR OTHER HARDWARE, SOFTWARE, APPLICATIONS AND ANY OTHER ITEMS USED OR PROVIDED BY PAYBYPHONE OR ANY THIRD PARTIES IN CONNECTION WITH PROVIDING ACCESS TO OR HOSTING ANY OF THE FOREGOING OR THE PERFORMANCE OF ANY SERVICES BY PAYBYPHONE UNDER THIS AGREEMENT) ARE PROVIDED BY PAYBYPHONE "AS IS".

8.2 INDEMNIFICATION

Subject to Section 9.3, PayByPhone will protect, defend, indemnify and hold harmless the Client and the City of Miami its officers, employees, volunteers, and agents from and any against any and all third party claims, actions,

losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, (collectively, "Losses") resulting from or arising out of PayByPhone's breach of any representation, warranty set forth in this Agreement. **The provisions and obligations of this section shall survive the expiration of earlier termination of this Agreement for a period no greater than the date of termination of the original agreement and shall only apply to events that took place during the term of this agreement.** In the event the Parties are notified of the existence of any covered Losses, the Parties shall agree upon a mutually satisfactory local attorney to defend the Client as necessary.

8.3 LIMITATION OF LIABILITY

IN NO EVENT SHALL ANY PARTY BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY DAMAGES RESULTING FROM LOSS OF USE OR PROFITS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.4 PARKING RATES

Client will be given access to confirm the parking rates at each location via the PayByPhone back office system. PayByPhone will make every attempt at ensuring the rates are configured correctly; upon completion of each location setup, it is the Client's responsibility to ensure all rates are configured correctly. Failing to do so shall exclude PayByPhone from any liability. Client shall provide PayByPhone with sufficient notice of any rates change during PayByPhone standard business hours.

Section 9 CONFIDENTIALITY

Subject to the provisions of Chapter 119, Florida Statutes (2014), neither party will disclose the other party's confidential or proprietary information (including this Agreement and any information provided by the other party that is confidentially maintained or proprietary or which derives value from not being generally known to persons who can obtain economic value from its disclosure or use) except:

i) with the other party's consent;

ii) to employees, agents and contractors who have a need to know in the discharge of their duties and who are subject to a contractual obligation to keep such information confidential that is at least as restrictive as this Agreement;

iii) when required to do so by law or by any binding rule, order or request.

Each party shall exercise reasonable commercial care in protecting the confidentiality of the other party's confidential information disclosed to it. The parties agree that an actual or threatened breach of this provision would result in irreparable harm to the party whose confidential information would be disclosed in breach, and shall entitle that party to temporary or permanent injunctive relief without proof of actual damages.

For purposes of this Section 10, the parties agree that confidential or proprietary information does not include any information that is (a) already known to the receiving party at the time of disclosure hereunder (other than from the other party hereto) as demonstrated by its written records; (b) now or hereafter becomes publicly known other than through acts or omissions of the receiving party, or anyone to whom the receiving party disclosed such information; (c) disclosed to the receiving party, by a third party, under no obligation of confidentiality to the disclosing party or any other party; or (d) independently developed by the receiving party without reliance on the confidential information of the disclosing party as shown by its written records.

Section 10 MISCELLANEOUS

10.1 ASSIGNMENT

This Agreement shall be binding on the parties, their successors and their permitted assigns. Neither party may assign its rights or obligations under this Agreement without the written consent of the other.

10.2 NO AGENCY

Each party, in all matters relating to this Agreement, will act as an independent contractor and independent employers. Except as otherwise expressly set forth herein, neither party will have authority and will not represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other, or to represent the other as an agent, employee or in any other capacity. Nothing in this Agreement shall be construed to have established any agency, joint venture or partnership between the parties. Neither party shall make any warranties or representations on behalf of the other party.

10.3 GOVERNING LAW

This Agreement, and all matters relating hereto, shall be governed in all respects by the laws of State of Florida, excluding the application of any conflict of laws principles and/or rules. The parties hereby agree that all disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of and venue in the competent courts located in Miami Dade County Florida and consent to the personal and exclusive jurisdiction and venue of these courts.

10.4 SEVERABILITY

In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

10.5 ATTORNEY'S FEES

In any legal proceeding between the parties, the parties shall be responsible for their own attorney's fees and expenses.

10.6 FORCE MAJEURE

If performance hereunder is prevented, restricted or interfered with by any act or condition whatsoever beyond the reasonable control of a party, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, restriction or interference.

10.7 ENTIRE AGREEMENT

This Agreement, together with the Appendix attached to it, constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes, and the terms of this Agreement govern, any prior agreements with respect to the subject matter hereof. This Agreement may not be modified, amended or any provision waived except by the parties' mutual written agreement.

10.8 NO WAIVER

Failure by either party to enforce any provision of this Agreement (whether in any one or more instance) shall not be deemed a waiver of future enforcement of that or any other provision.

10.9 NOTICE

Any notices hereunder provided to PayByPhone shall be given at the address specified below or at such other address as PayByPhone specifies in writing. Any notices hereunder provided to Client shall be given at the address specified below or at such other address as Client specifies in writing. Any notice or other communication required to be given hereunder by either party shall be deemed duly given (a) when personally delivered to the other party, or (b) on the date of receipt when such notice was mailed by certified mail, postage prepaid and return receipt requested, addressed to the other party at the address set forth above, or such other address as either party may designate by giving written notice to the other; or (c) on the date of receipt when such notice was sent by facsimile or e-mail to the other party; provided the sending party receives a written or electronic notice of receipt from the other party of the facsimile or e-mail.

10.10 COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument. The parties further agree that a signature transmitted via facsimile shall be deemed original for all purposes hereunder.

10.11 CAPTIONS

The captions used in this Agreement are for convenience only and shall not affect in any way the meaning or interpretation of the provision set forth herein.

10.12 TRADEMARKS, TRADE NAMES, LOGOS

Except as expressly provided in this Agreement, no trademark, trade name, logo, trade dress, copyright or license therein, or other intellectual property rights (collectively, "Intellectual Property") are conveyed by this Agreement. Each party reserves the right to approve in advance the use of its Intellectual Property by the other party in each and every instance. All Intellectual Property owned by either party shall remain the exclusive property of such party and shall be returned to such party promptly after the expiration of this Agreement.

10.13 AGREEMENT APPROVAL

Each party hereby represents and warrants that all necessary corporate and/or governmental approvals for this Agreement have been obtained, and the person whose signature appears below has the authority necessary to execute this Agreement on behalf of the party indicated.

10.14 SOPHISTICATION OF PARTIES

Each party to this Agreement represents that it is a sophisticated commercial party capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the agreement.

10.15 CLIENT'S CONDUCT OF BUSINESS THROUGH AFFILIATES

The parties acknowledge that Client may carry out its business through affiliates. Client agrees to cause its affiliates to take such actions and to execute such documents as may be reasonably required to give effect to this Agreement as though references to Client in this Agreement were references to Client and those of its affiliates through which it carries on the business of owning and operating parking facilities.

10.16 PUBLIC RECORDS

PayByPhone understands that the public shall have access, at all reasonable times, to all documents and information pertaining to MPA contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by MPA and the public to all documents subject to disclosure under applicable law. PayByPhone's failure or refusal to comply with the provisions of this Section shall result in MPA's immediate cancellation of this Agreement. PayByPhone acknowledges that this termination is not subject to cure provisions contained elsewhere in this Agreement. PayByPhone shall additionally comply with the provisions of Section 119.0701, Florida Statutes, entitled "Contracts; public records", as may be applicable, which statute is deemed as being incorporated by reference herein.

[SIGNATURES TO FOLLOW ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorised representatives.

ATTEST:

Print Name: Cindy Chan
Title: Senior Client Relationship Manager

PAYBYPHONE:

By:
Print Name: Maggie Clay
Title: VP Finance & Administration

ATTEST:

Print Name: Rolando Trapanes
Title: Dir. of Planning & Dev.

CLIENT:

By:
Arthur Noriega, MPA
Chief Executive Officer

APPROVED AS TO FORM AND CORRECTNESS:

Victoria Mendez
City Attorney

Notice Address
40 NW 3rd Street
#1103
Miami, FL 33128

Notice Address:
#403 – 1168 Hamilton St.
Vancouver, British Columbia,
Canada

APPENDIX A

RFP Response From PayByPhone

APPENDIX A

SERVICES TO BE PROVIDED:

PayByPhone Mobile Payment Service

SYSTEM WILL:

1. Register consumers by phone or online who wish to pay for parking by cellphone or web-enabled device
2. Activate and collect payment via credit card for parking using PayByPhone in accordance with parking rates specified by the Client.
3. Display payment status of license plate, space or meter number on internet-capable handheld device such as mobile phone, handheld computer or other Wireless Device for enforcement.
4. Provide a secure web-based administration interface for rates control, management and accounting reports.

PRICING:

One Time Setup Fees:	
Mobile payment services set-up	waived
Additional locations	waived
Integration with Third Party	none
Monthly Fees:	
Monthly minimum	waived
Per Transaction Charges:	
Option 1:	
Consumer pays (convenience fee added to price of parking)	$0.35

NOTES:

1. One time set-up fee includes, but is not limited to development, testing and implementation of a dedicated client account within the PayByPhone system; merchant account integration and testing; set up and training on reporting, customer service and other elements of the PayByPhone Service Management Interface, signage design, marketing coordination
2. Monthly fees apply when mobile payment services fees (transaction charges) per calendar month total less than as specified here. Client is responsible for covering the difference between the monthly minimum and the total fees
3. Client's own credit card processing and merchant banking fees will apply.
4. For pricing option where the consumer does not pay any additional fee on top of the price of parking, uptake / usage of the PayByPhone service is significantly higher. The PayByPhone fees are more than off-set by increased volume, repeat usage by consumers who prefer this payment option, extensions to parking sessions paid remotely, via PayByPhone and a reduction in cash handling and processing.
5. All fees and charges are payable within 30 days of invoicing.

Application Trainer	A PayByPhone Applications Trainer will design and deliver training programs for the PayByPhone system. They will also design training course materials and other documents such as handouts, manuals and exercises. Training is typically conducted via a web session, either one on one in a train-the-trainer scenario or in a group setting.
Support Agent	A PayByPhone support agent interacts with client contacts to address inquiries regarding the PayByPhone system, reporting interface, log-ins and general administration.
Tester	The PayByPhone Quality Assurance (QA) testers will thoroughly evaluate, stress-test and troubleshoot all new code, programs and software. The PayByPhone QA testers will log and prioritized any issues/bugs found and work closely with the Software Development team for a resolution.

3 pricing options	Pricing Tier 1 The first 99,999 transactions/month will be charged at:	Pricing Tier 2 The next 150k transactions/month will be charged at.	Pricing Tier 3 All transactions over 260k /month will be charged at.
Option 1 - PBP fee paid by MPA excl text	$ 0.170	$ 0.153	$ 0.138
Option 1 - PBP fee paid by MPA incl text	$ 0.220	$ 0.203	$ 0.188
Option 2 - PBP fee paid by MPA	$ 0.200	$ 0.18	$ 0.16
Option 2: Non-resident consumer pays text	$ 0.10	$ 0.10	$ 0.10
Option 3 - PBP (convenience) fee paid by consumer	$0.27		

RESOLUTION NO. 2020-_2745

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE FIRST AMENDMENT TO AGREEMENT WITH PAYBYPHONE TECHNOLOGIES, INC. FOR MOBILE PAYMENT SERVICES AT THE TOWN'S PARKING FACILITIES; FINDING THAT THE SERVICES ARE EXEMPT FROM COMPETITIVE PROCUREMENT PURSUANT TO SECTION 3-13(7)(j) OF THE TOWN CODE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 9, 2015, the Town of Surfside ("Town") entered into a Cooperative Contract with PayByPhone Technologies, Inc. ("PayByPhone") for the provision of mobile payment services for the Town's parking facilities ("Agreement") based on the contract procured by the City of Miami and entered into with PayByPhone ("Master Agreement"); and

WHEREAS, on December 17, 2020, the City of Miami approved an amendment to the Master Agreement with PayByPhone, extending the term for five (5) years beginning December 1, 2020 and establishing rates on Appendix A thereto; and

WHEREAS, the Town desires to amend the Agreement to extend the term for an additional five (5) years on the same terms of the amended Master Agreement, as amended, as set forth in the First Amendment to the Agreement attached hereto as Exhibit "A" ("First Amendment"); and

WHEREAS, Section 3-13(7)(j) of the Town Code of Ordinances ("Code") provides that contracts for renewal of software and hardware licenses and maintenance agreements are exempt from the competitive bidding procedures of the Town Code; and

WHEREAS, the Town Commission finds that the First Amendment to the Agreement is exempt from competitive bidding pursuant to Section 3-13(7)(j) of the Town Code, and further

finds that the Agreement was originally procured as a "piggyback" on the City of Miami Master Agreement; and

WHEREAS, the Town Commission finds that the First Amendment is in the best interest and welfare of the Town and wishes to approve the First Amendment in substantially the form attached hereto as Exhibit "A."

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. Each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Approval of First Amendment. The Town Commission hereby approves the First Amendment between the Town and PayByPhone, in substantially the form attached hereto as Exhibits "A."

Section 3. Authorization. The Town Manager is hereby authorized to execute the First Amendment attached hereto as Exhibit "A" with PayByPhone, subject to final approval by the Town Manager and Town Attorney as to form, content, and legal sufficiency.

Section 4. Implementation. The Town Commission hereby authorizes the Town Manager and/or his designee to take any action which is reasonably necessary to implement the purposes of this Resolution.

Section 5. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 8th day of December, 2020.

Motion By: Commissioner Kesl
Second By: Commissioner Velasquez

FINAL VOTE ON ADOPTION:

Commissioner Charles Kesl yes
Commissioner Eliana R. Salzhauer yes
Commissioner Nelly Velasquez yes
Vice Mayor Tina Paul yes
Mayor Charles W. Burkett yes

Charles W. Burkett, Mayor

ATTEST:

Sandra N. McCready, MMC
Town Clerk

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:

Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

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FIRST AMENDMENT TO THE AGREEMENT BETWEEN

THE TOWN OF SURFSIDE

AND

PAYBYPHONE TECHNOLOGIES, INC.

THIS FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE TOWN OF SURFSIDE, FLORIDA, a Florida municipal corporation (hereinafter the "Town"), and **PAYBYPHONE TECHNOLOGIES INC.,** a Canadian corporation (hereinafter the "Consultant"), is entered into this ___day of _____, 2020.

WHEREAS, in accordance with Section 3-13 (3) of the Town Code of Ordinances, on November 9, 2015, the Town entered into a cooperative contract with the Consultant ("Agreement") for the provision of mobile payment services for the Town's parking facilities ("Services") incorporating the terms and conditions of the contract procured by the City of Miami and entered into with the Consultant (the "Master Agreement") that was set to expire December 1, 2020; and

WHEREAS, the City of Miami and the Consultant executed an amendment to the Master Agreement extending the term of the agreement by five (5) years and setting forth updated rates in Appendix "A" attached thereto; and

WHEREAS, the Town and the Consultant desire to extend the Term of the Agreement for an additional five (5) year period and modify the rates and pricing schedule of the Agreement on the same terms and conditions of the amended Master Agreement; and

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the parties do hereby agree as follows:

1. **Recitals Adopted.** The above recitals are true and correct and are incorporated herein by this reference. All initially capitalized terms used but not otherwise defined herein shall have the meaning ascribed thereto in the Agreement.

2. **Extension/Renewal of Term**. The Term of the Agreement is hereby extended for an additional five (5) year term, which shall commence on December __, 2020 and terminate on December __, 2025.

3. **Fees and Payments.** Appendix A of Exhibit "A" of the Agreement is deleted in its entirety and replaced with Appendix "A" attached hereto, which is hereby adopted as the current rates and pricing schedule for the Services.

4. **Conflict; Amendment Prevails**. In the event of any conflict or ambiguity between the terms and provisions of this First Amendment and the terms and provisions of the Agreement or Master Agreement, the terms and provisions of this First Amendment shall control.

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5. **Agreement Ratified**. Except as otherwise specifically set forth or modified herein, all terms and pricing in the Agreement are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first set forth above.

TOWN:

TOWN OF SURFSIDE, a Florida municipal corporation

By: _____
Andrew Hyatt, Town Manager

Date Executed: _____

Attest:

_____
Town Clerk

Approved as to Legal Form and Legal Sufficiency:

_____
Town Attorney

CONSULTANT:

Witnesses:

PayByPhone Technologies Inc., a Canadian corporation

DocuSigned by:
Jules Marshall
AC54C4C1984C4AE...

By: _____
Name: Jules Marshall
Title: VP, Finance

_____
Print Name: _____

Date Executed: December 7, 2020

_____
Print Name: _____

DocuSign Envelope ID: 961F6993-FD88-43D4-ABCE-45C02180AB35

APPENDIX A

SERVICES TO BE PROVIDED:

PayByPhone Mobile Payment Service

SYSTEM WILL:

1. Register consumers by phone or online who wish to pay for parking by mobile phone or web-enabled device.
2. Activate and collect payment via credit or debit card for parking using PayByPhone in accordance with parking rates specified by the Client and the PayByPhone Terms and Conditions.
3. Display payment status of license plate, space or meter number on internet-capable handheld device such as mobile phone, handheld computer or other wireless device for enforcement.
4. Provide a secure web-based administration interface for rates control, management and accounting reports.

PRICING:

One Time Setup Fees:	
Mobile payment services setup	~~$1500~~ waived
Each locations setup after initial deployment phase	~~$250~~ waived
Integration with third party	none
Monthly Fees:	
Monthly minimum	~~$250~~ waived
Per Transaction Charges:	
Option 1:	
Consumer pays (convenience fee added to price of parking)	$0.27 (2)
Option2:	
Parking operator pays (no additional fee added to price of parking – significantly higher uptake)	$0.19(2)
Merchant account fees:	
Credit Card Authorization charge	N/A(1)

NOTES:

1. Client's own credit card processing and merchant banking fees will apply.
2. For pricing option where the consumer does not pay any additional fee on top of the price of parking, uptake / usage of the PayByPhone service is significantly higher. The PayByPhone fees are more than off-set by increased volume, repeat usage by consumers who prefer this payment option, extensions to parking sessions paid remotely via PayByPhone and a reduction in cash handling and processing
3. In the event that PayByPhone is the only form of payment, the client will be responsible for 100% of the call centre cost as a pass through.
4. All fees and charges are payable within 30 days of invoicing.

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Appendix B

PayByPhone Professional Services Sample Rates Table & Definitions

Resource	Office Hours Rate per hour	After Hours Rate per hour
Senior Architect	**$250**	**$315**
Senior Product Manager	**$250**	**$315**
Creative Services	**$200**	**$250**
Project Manager	**$200**	**$250**
Programmer / Developer	**$200**	**$250**
Implementation Manager	**$175**	**$225**
Consumer Adoption Strategist	**$150**	**$200**
Application Trainer	**$125**	**$150**
Support Agent	**$125**	**$150**
Tester	**$125**	**$150**

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Resource	Descriptions
Senior Architect	A PayByPhone Architect will lead the definition and implementation of the product software architectures. They will transform the requirements created by the Product Manager into a set of architecture and design documents that can be used by the rest of the team to create the solution. The PayByPhone Architect is responsible for matching technologies to the proposed requirements.
Senior Product Manger	A PayByPhone Product Manager specifies market requirements for current and future products. Working with the Project Manager, software development team, client and client management team, the Product Manager is responsible for driving a solution across development teams through market requirements, product contracts and positioning.
Creative Services	The PayByPhone Creative Team will execute highly effective and proven design concepts, layouts, graphic elements and systems. Our Creative Manager will plan and arrange signage, stickers, decals and marketing collateral including web content according to the client's parking environment, marketing strategies and objectives, taking into consideration the usability and visibility of each sign.
Project Manager	A PayByPhone Project Manager will create and maintain project plans that communicate tasks, milestones, status and resource allocation. Making use of Project Management Lifecycle Methodology, they are ultimately responsible for project execution. In addition to exercising their knowledge of project management best practices, the PayByPhone project manager serves as business liaison, budget manager, customer relations manager, facilitator, negotiator, risk manager, change agent, task tracker, problem solver and implementer.
Implementation Manager	Manage / coordinate and implement ALL technical aspects required to set up the project. Liaise with Parking Operator staff to ensure data is complete and correct. Coordinate internal development resources and provide updates to project management and commercial team on timing, dependencies etc. Manages the pickle process. Provide technical training to client personnel.
Consumer Adoption Strategist	A PayByPhone Consumer Adoption Strategist will work with the key client contacts to develop and implement a plan to maximize the client's goals for the PayByPhone service. Learning from hundreds of client implementations, access to the latest data analytics and considerable expertise in mobile and consumer technology usage are incorporated into an ongoing plan to drive maximum usage and customer convenience.

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Application Trainer	A PayByPhone Applications Trainer will design and deliver training programs for the PayByPhone system. They will also design training course materials and other documents such as handouts, manuals and exercises. Training is typically conducted via a web session, either one on one in a train-the-trainer scenario or in a group setting.
Support Agent	A PayByPhone support agent interacts with client contacts to address inquiries regarding the PayByPhone system, reporting interface, log-ins and general administration.
Tester	The PayByPhone Quality Assurance (QA) testers will thoroughly evaluate, stress-test and troubleshoot all new code, programs and software. The PayByPhone QA testers will log and prioritized any issues/bugs found and work closely with the Software Development team for a resolution.

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FIRST AMENDMENT TO THE AGREEMENT BETWEEN

THE TOWN OF SURFSIDE

AND

PAYBYPHONE TECHNOLOGIES, INC.

THIS FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE TOWN OF SURFSIDE, FLORIDA, a Florida municipal corporation (hereinafter the "Town"), and **PAYBYPHONE TECHNOLOGIES INC.**, a Canadian corporation (hereinafter the "Consultant"), is entered into this 9th day of December, 2020.

WHEREAS, in accordance with Section 3-13 (3) of the Town Code of Ordinances, on November 9, 2015, the Town entered into a cooperative contract with the Consultant ("Agreement") for the provision of mobile payment services for the Town's parking facilities ("Services") incorporating the terms and conditions of the contract procured by the City of Miami and entered into with the Consultant (the "Master Agreement") that was set to expire December 1, 2020; and

WHEREAS, the City of Miami and the Consultant executed an amendment to the Master Agreement extending the term of the agreement by five (5) years and setting forth updated rates in Appendix "A" attached thereto; and

WHEREAS, the Town and the Consultant desire to extend the Term of the Agreement for an additional five (5) year period and modify the rates and pricing schedule of the Agreement on the same terms and conditions of the amended Master Agreement; and

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the parties do hereby agree as follows:

1. **Recitals Adopted.** The above recitals are true and correct and are incorporated herein by this reference. All initially capitalized terms used but not otherwise defined herein shall have the meaning ascribed thereto in the Agreement.

2. **Extension/Renewal of Term**. The Term of the Agreement is hereby extended for an additional five (5) year term, which shall commence on December 9, 2020 and terminate on December 9, 2025.

3. **Fees and Payments.** Appendix A of Exhibit "A" of the Agreement is deleted in its entirety and replaced with Appendix "A" attached hereto, which is hereby adopted as the current rates and pricing schedule for the Services.

4. **Conflict; Amendment Prevails**. In the event of any conflict or ambiguity between the terms and provisions of this First Amendment and the terms and provisions of the Agreement or Master Agreement, the terms and provisions of this First Amendment shall control.

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5. **Agreement Ratified**. Except as otherwise specifically set forth or modified herein, all terms and pricing in the Agreement are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first set forth above.

TOWN:

TOWN OF SURFSIDE, a Florida municipal corporation

By: _____
Andrew Hyatt, Town Manager

Date Executed: 12/9/2020.

Attest:

_____
Town Clerk

Approved as to Legal Form and Legal Sufficiency:

_____
Town Attorney

CONSULTANT:

Witnesses:

PayByPhone Technologies Inc., a Canadian corporation

DocuSigned by:
By: Jules Marshall
AC54C4C1984C4AE...

Name: Jules Marshall

Title: VP, Finance

Date Executed: December 7, 2020

_____
Print Name: JOHN HEALY

_____
Print Name: ELINOR JOSEPH

DocuSign Envelope ID: 961F6993-FD88-43D4-ABCE-45C02180AB35

APPENDIX A

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3. Display payment status of license plate, space or meter number on internet-capable handheld device such as mobile phone, handheld computer or other wireless device for enforcement.
4. Provide a secure web-based administration interface for rates control, management and accounting reports.

PRICING:

One Time Setup Fees:	
Mobile payment services setup	~~$1500~~ waived
Each locations setup after initial deployment phase	~~$250~~ waived
Integration with third party	none
Monthly Fees:	
Monthly minimum	~~$250~~ waived
Per Transaction Charges:	
Option 1:	
Consumer pays (convenience fee added to price of parking)	$0.27 (2)
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Credit Card Authorization charge	N/A(1)

NOTES:

1. Client's own credit card processing and merchant banking fees will apply.
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