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(T2)SYSTEMS

Integrated Parking Management & Mobile Ticketing Solution Prepared for the City of Gainesville Submitted by T2 Systems 30th January 2019



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January 39, 2019

Hello City of Gainesville team:

Thank you for considering continuing with T2 Systems in your search for a Parking Management solution, including ALPR and Mobile payments. We are excited about proposing a solution that not only meets your needs today, yet also provides the flexibility to grow with you as your parking organization evolves. T2 brings tried and tested solutions and industry experience to every solution and customer relationship. You can count on T2 from solution design through implementation and well into the future as the parking industry and technology changes and as the needs of your parking organization changes.

T2 has been a consistent leader in the parking industry since 1994, with an innovative approach and exceptional customer care. We have met the needs and demands of our customers to provide various and integrated parking solutions. During our 24-year history, T2 has earned the privilege to work with over 400 organizations of all sizes and complexities.

Our flagship solution T2 Flex[™] is the fourth generation of our parking management system and continues to evolve with regular releases available to all of our customers as part of their subscription. T2 Flex is a user-friendly, browser-based system that allows for easy maintenance, and software upgrade processes. T2 Flex is built on an open architecture platform to allow seamless integration with other systems as well as the powerful FlexPort e-commerce solutions to serve your parking patrons.

T2 Systems is proposing continuing using the best-in-class Genetec AutoVu mobile ALPR system and its proven integration with T2 Flex and other parking solutions. As you do today, you will be able to enforce virtual permits, scofflaw lists, mobile and meter payments fast and efficiently.

T2 Systems is also proposing the Parkmobile mobile payment solution. Parkmobile is the most successful mobile payments platform in the US and integrates seamlessly with the T2 and Genetec solutions.

T2 Systems is also excited about some of the innovative solutions that we are binging to the parking industry this year. In particular, we would love to show the City T2 LINK, a new single-sign-on platform that will allow the City access to both the T2 Flex parking management solution and your current T2 IRIS back-end solution to your Luke II meters by using our T2 Analytics Dashboard. Link goes beyond this to pull together these and other parking industry platforms for centralized, powerful and intuitive Business Analytics and Intelligence.

T2 Systems will provide a comprehensive project team and project plan to manage the implementation and training of all facets of the solution. The solution will be designed to meet your current and future needs and help you succeed with your parking organizational goals.

Thank you again for this great opportunity!

Sincerely,

Ayra Braddort

Lynn Braddock Territory Manager Ibraddock@t2systems.com; 317-524-7483



Technical Proposal

As people become more connected, their expectations will continue to accelerate. Customers want their needs to be anticipated, and to be offered relevant solutions. Your customers expect a convenient experience in all parking interactions—creating seamless journeys with the City. This is why we are partnering with Parkmobile to bring you new solutions for mobile payments.

Our Recommendation

T2 is please to agree to provide solutions, products, and services based on our response to this RFP.

For the City of Gainesville, we recommend continued use of the solutions provided to date; add those items of interest, and grow with T2!

Specifically, our proposal involves the following scope:

Current Solutions:

Retain the following solutions currently installed:

- Flex Professional Edition for 12 Users including Permit Management & Enforcement
- FlexPort Solutions: Permits, Enforcement, & Accounts
- 4 Mobile Enforcement Applications for Public Works
- 10 Mobile Enforcement Applications for Police Department
- eTicketbook with LPR available on one vehicle

New Solutions:

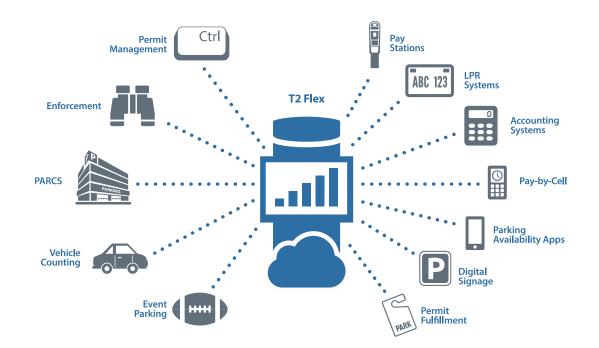
- Parkmobile Mobile payments Solution for convenient paid parking.
- T2 Analytics Dashboard for dashboard reporting of your data at a glance.
- Onsite System Analysis/Consulting to review and enhance your use of Flex!
- Permanent T2 Flex test instance for your staff training & testing.
- Integration between Digital Iris & the Mobile Enforcement Application

Below we've outlined the functionality and benefits of our solutions!



T2 Flex – One Unified Platform

Your daily challenge is all about making parking easy for your customers, attaining ROI goals and maximizing revenue. **T2** Flex[™] (Flex) is a single cloud-based solution that offers the ability to coordinate all aspects of the parking office from a single portal. It is tailor-made to allow for centralized control, management, reporting and operation of all sub-systems, streamlining all operational tasks associated with your parking operation. By consolidating all the relevant parking control scenarios under one master system, the City of Gainesville will realize an entirely new level of control and data collection.



Total parking solutions:

- **INTEGRATION:** Use best-in-class **Parkmobile** mobile payment platform to facilitate virtual permitting for short-term needs.
- **INTEGRATION:** Use best-in-class **Genetec AutoVu ALPR** solution to enforce your T2 Flex and Parkmobile virtual permits.
- **T2 ENFORCEMENT:** Manage enforcement using information from pay stations, LPR, and mobile payment systems.
- **T2 PERMIT MANAGEMENT:** Implement, track, and manage parking permits for individuals, groups, or properties—and configure each process to best suit your operational needs—no matter how easy or complex your permit business rules are.
- **INTEGRATION: T2 LUKE II SPACE PAY-STATIONS:** Increase revenue, reduce operational costs, and improve customer service with pay stations integrated with our Mobile Enforcement App.
- **INTEGRATION:** Use Digital Iris to store, not only all pay station, but Parkmobile transactions as well.
- **T2 LINK WITH T2 ANALYTICS DASHBOARD:** T2's new single sign on portal allows access to all of these solutions from a single portal to view graphical representations of your combined data.



Implementation and Training

As the City is a current T2 Flex Solution customer, we will take a different approach to 'implementation' than with a new T2 Flex Customer! Since data already exists in Flex and processes are already in place, we will take this opportunity to work with you to review and enhance your use of Flex! We have proposed our consulting & training options.

T2's Consulting Services provides consulting to help you understand and optimize your parking technology. Following an in-depth review of your current environment, we provide recommended changes to your configuration, settings, or the implementation of additional solutions/processes in order to achieve your business goals.

Our Approach

Our team truly understands the parking industry, systems analysis, and most importantly -- our customers. We're passionate about helping our customers drive as much value as possible out of their technology. We take a project management approach focused on customer interaction and timely deliverables to drive high customer satisfaction and value.

You'll work hand in hand with a Consultant who follows our proven Consulting Engagement Process to determine specific challenges with your solutions and how they can be alleviated. The Consultant will work with you and your stakeholders to:

- Analyze your T2 data and solutions prior to engagement
- Provide advice for solution enhancements through addition or reconfiguration
- Document and present consultative recommendations

We can work with you regarding the implementation plan for any or all of the Consultant's recommendations.

Our proposal includes the option for:

Systems Analysis Engagement

"Regular consulting on steroids" with a deeper dive engagement focused on long-term goals and mapping out desired future state

- Focused on changes to configurations/settings of current processes/systems
- Focused on long-term goals and how to achieve desired future state
- Best option for your organization with complex configurations or multiple integrations





Implementation Methodology & Project Approach

Project Management

What makes T2's approach unique is our experienced team of project managers totally dedicated to you and helping you through a successful implementation. From start to finish, your T2 Project Manager works closely with you and your team, and serves as your main point-of-contact during this very critical process. It's not an exaggeration – you'll get to know your T2 Project Manager very well and his or her first priority is you and your success. Our Project Manager will handle all coordination for ParkMobile installation too!

Working with you to develop an agreed-upon project plan and detailed scope-of-work document, T2 Project Managers use the latest technology and resources to create and update project schedules, assign resources and analyze risks – all of this shared and discussed with you on a weekly basis.

Implementation of new solutions

Implementing new solutions is fun and beneficial. Depending on the new solutions selected, our team will work with you remotely to configure, test, and successfully put the solutions into production.

System Analysis

System Analysis Engagements are comprehensive reviews of your existing and proposed processes and solutions. The System Analysis engagement builds on the

Consulting Engagement methodology, which is the Consultant:

- 1. **Understanding your organization's challenges.** We take a "listen first, advise second" approach.
- 2. **Understanding your organization's goals.** We want our recommendations to meet your unique goals.
- 3. Scrutinize the recommended solution. We work through how our recommendations affect your organization.
- 4. **Document the recommended processes and solutions.** We provide proper documentation that explains how the processes and solutions intend to function.
- 5. In addition to the list above, what we want to accomplish in a System Analysis engagement is:
 - a. **Understand the full breadth of your solutions**. We want to capture a holistic picture of how all of the components of your organization fit together. This picture will help guide us as we propose systemic and organizational changes.
 - b. **Road mapping the next one, five, ten years.** We want to know where your organization plans to go and how we can help you get there. We contribute our parking industry knowledge to help future-proof your goals as much as we can.
 - c. **Design documents of your solutions' interconnectivity.** We want to capture and detail how all of your processes and solutions work together. This document would be drafted based on standard and optimal workflows that should be implemented.

How you will benefit from a SYSTEM ANALYSIS ENGAGEMENT?

Our System Analysis Engagement will benefit you if these questions resonate with you and your organization:

- Has it been longer than three years since your solution implementation?
- Are you considering making a technological shift in your parking organization?
- Have you been "winging it" to make the system meet manual processes?
- Are you struggling getting reliable information into or out of the system?
- Are you struggling understanding how your solutions affect each other?



Project Plan

The order of the implementation actions will depend on how you want to proceed. We will work with you to determine if we install a new solution first or, take the overview approach, and review the entire operation first and implement later.

The overall project plan will be developed at the time of award. Implementing new solutions take, on average, 4 to 12 weeks depending on solutions selected. These implementations will be accomplished remotely.

For the analysis, our consultant schedules time with you. The time onsite is usually 5 days.

Subsequently, we thorough document on all aspects of the engagement. We will provide suggested changes/improvements.

We review these recommendations with you for next steps.

The total timeframe of the engagement varies depending on the size of your organization. You need a partner who has deep roots in parking industry that understands where the industry has been, where it is now, and where it's headed. Having the right technology partner in place can help you create operational efficiencies, boost revenue, and reveal powerful insights—so you can focus more time and attention on providing the best possible customer experience.

Choosing T2 as your partner gives you a distinct advantage—because T2 products are built to solve the parking challenges you face now and in the future.

Training

The implementation team provides training prior to implementation and the week of go-live. It is customized around what solutions the customer has purchased.

On an on-going basis we provide a recorded training library with courses on all T2 solutions and configuration as well as release training on new features. Other training opportunities are available at an additional cost:

- Online WebEx training
- Onsite training provided based on customer needs
- Classroom training sessions at our annual Connect conference

While this implementation will be developed for the City specifically, we will still follow the basics of our define process.

Implementation Timeline

Timelines may vary depending on the complexity of the project and your resource availability, but for an implementation, we follow this general plan:

- Define (estimated 2-4 weeks)
- Build (estimated 8 weeks)
- Validate (estimated 2 weeks)



- Deploy (estimated 1-3 weeks)
- Support (estimated 2 weeks, post-deployment)

Once we complete project scoping and have a comprehensive, in-depth understanding of your requirements and resources, we can provide a detailed project timeline.

Implementation Process

As part of the implementation, the T2 team creates a custom project plan, specifically for your organization. This document provides a detailed description of the implementation process, highlights the different phases of the project, and outlines key deliverables.

Our implementation process is made up of five clearly defined stages, each with specific activities and milestones:

- **Define.** Our team works with you to gain a deep understanding of your requirements and goals. Then, we outline and document the project scope, roles, and timeline in detail. Key milestones include establishing a project team, defining a communications plan, and requirements sign-off.
- **Build.** Our team translates your requirements into actionable tasks—from converting data, building interfaces and reports, configuring accounts, and more. A key milestone in this stage is data sample approval.
- Validate. Once the solution build is complete, user acceptance testing is completed to make sure the project requirements are met and functioning properly. Key milestones include application demos/testing and interface approval.
- **Deploy.** Your solution implementation is transitioned from testing to production and operations begin full system engagement.
- **Support.** Once your project is live, we provide access to ongoing training resources to help make sure things are running smoothly. A key milestone in this stage is the transition from the project team to support resources.



Responses to the Solutions Requested

INTEGRATED PARKING MANAGEMENT SOLUTION

The City desires to implement a mobile pay solution to manage all of its parking assets including on-street parking, parking lots, parking garage and other public parking facilities such as those available in Cityowned parks and facilities as the need arises. The City also desires to implement a parking management solution to facilitate parking enforcement.

1) Parking Management

The City's parking inventory is comprised of over 400 metered spaces and over 900 virtual metered spaces (mobile pay only) located on-street and in the parking garage. The parking garage offers both short-term and long-term parking options. In addition, there are specific contractual obligations at the parking garage that require special group payment options (i.e., whitelisting; employer groups; jurors; discounted pay groups; among others). The current mobile pay system also allows for the use of validation codes at the garage offered by local businesses and other users. The City also manages a neighborhood parking program and desires to transition the area into virtual permits based on license plate recognition. The system must be able to handle different permit types, permit lengths, and permit requirements (i.e., user documentation to ensure eligibility of purchase). The ideal parking management system should provide adequate accommodation for all the different parking needs, emphasizing ease of use to enhance the customer experience and to facilitate the management of the system.

a) Payment Options

i. Mobile Pay

The vendor must provide smart phone applications with the following requirements:

> Mobile applications need to support existing and new Android and iOS operating systems.

T2 Response: ParkMobile complies.

ParkMobile has over 12 million users across the United States using their mobility solutions to pay for parking. They have over 600,000 members across the State and current municipal partners in Florida include St. Petersburg, St. Pete Beach, Miami Beach, Orlando, West Palm Beach and Tampa.

Presently, their members in Florida can quickly register and pay for mobile parking services via apps for Apple and Android, Intelligent Voice Recognition (IVR) system, mobile web (compatible with all other web – enabled smartphones) as well as all standard desktop PC browsers and payments by mobile web SMS (text messages).

> Applications can be downloaded from the Android Marketplace or Apple Store, or equivalent.

T2 Response: ParkMobile complies.

Today, ParkMobile members across Florida can download their mobile parking apps for Android and Apple at no cost.

> Applications can be downloaded or redirected from the vendor's website.



T2 Response: ParkMobile complies.

This is a standard default feature of ParkMobile operations. City of Gainesville new users will have the ability to go to ParkMobile's website hit the 'Get the App' icon and immediately download ParkMobile's app for Android and/or Apple.

- > When a user launches the application, it must:
 - Prompt for the username and password (for registered users). The application must have the ability to save the username and password to expedite future logins.
 - Provide an interface to sign up as a new user.

T2 Response: ParkMobile complies.

All of these features are default settings in ParkMobile's OnDemand mobile parking platform.

- New registrants initially provide a username and password for account access; members do not have to repeat this process once they register with ParkMobile.
- New users in Gainesville will have the flexibility to sign up via our mobile app interface, website, or IVR.
- > Upon logging in, the application must have the following options:
 - Begin parking via GPS, QR Code, NFC or manual entry.
 - Extend parking.
 - Check account balance.
 - Recharge account with credit card on file.

T2 Response: ParkMobile complies.

ParkMobile's 600,000+ members across the State of Florida have all of the login options required by the City of Gainesville as default settings:

- ParkMobile was the first to introduce QR Codes and NFC technology in their mobile apps; at the outset of deployment planning ParkMobile geocodes all parking spaces in your system.
- Gainesville customers will be able to extend any mobile parking session as long as there are no City regulations limiting additional parking.
- ParkMobile members can check their mobile parking account balances at any time in their PCI DSS v3.2 secure environment.
- ParkMobile was the first mobile parking vendor to introduce a store value solution (the ParkMobile Wallet) and their current State of Florida members can recharge these accounts at any time.
- > In addition, the application must also have the following functionality:
 - Manage account: Add, remove, or edit a credit card.
 - Manage account: Add, remove, or edit a vehicle.
 - Manage account: Select a primary vehicle.
 - Manage account : Add funds to the account from a credit card



• Transaction history showing all paid parking sessions by: Date and time, Duration, Rate, Total amount, Payment method, License plate number, Meter/block/zone ID.

T2 Response: ParkMobile complies.

All of the mobile application functionality required by the City of Gainesville are default settings in ParkMobile's platform:

- Gainesville customers will have the ability to add, remove and/or edit any major credit/debit cards like Visa, Mastercard, AMEX and Discover.
- City customers will have the flexibility to add, remove and/or edit vehicles; a standard ParkMobile account allows a member to include up to five vehicles and change them at any time.
- ParkMobile members can identify (and change) a primary vehicle in their account at any time.
- ParkMobile members across Florida already use their ParkMobile Wallet for municipal parking.
- ParkMobile members have 24/7/365 access to three standard reports: (i) Monthly Statement Report; (ii) Parking History Report; and (iii) Payment History Report and these transaction history's will provide all the requirements for Gainesville mobile parking program
- For new or extended parking sessions, the application must remind the customer that the session is about to expire with a push notification on the phone. The user must be able to turn this feature on or off.

T2 Response: ParkMobile complies.

Today, ParkMobile's State of Florida members can customize their parking extension alerts, including turning this feature off.

City of Gainesville customers will have the flexibility to set alerts anywhere from 30 minutes to 5 minutes before their current parking session ends.

> The application must have industry-level standards to encrypt and secure credit card and other personal data.

T2 Response: ParkMobile complies.

ParkMobile is a PCI – DSS v3.2 Level 1 Service Provider, a clear differentiator in the mobile parking industry.

Included with these materials are details on ParkMobile's PCI security and authorization process.

ii. Web Pay

The system must provide a website with the following requirements:



- Vendor must have the option to have a customized website or use the vendor's standard website.
- T2 Response: ParkMobile complies.

ParkMobile develops and deploys customize web experiences for public and private sector partners across the United States. They lead the industry in implementing private label parking applications for municipalities like Charlotte, Fort Worth, and Houston.

Together, ParkMobile and T2 are ready to work with the City of Gainesville to customize your mobility solutions either through your website or a vendor created landing page.

> Support desktop and mobile browsers.

T2 Response: ParkMobile complies.

ParkMobile's website is available on every standard mobile browser(s) used in North America; please see their website at: https://parkmobile.io/

- > When a user launches the website, it must:
 - Prompt for the username and password (for registered users). The website must have the ability to save the username and password locally on the device (PC or phone) to expedite future logins.
 - Provide an interface to sign up as a new user.

T2 Response: ParkMobile complies.

ParkMobile's 600,000+ members across the State of Florida have all of the website login options required by the City of Gainesville as default settings:

- City of Gainesville new users will have the ability to go to ParkMobile's website hit the 'Sign in/Sign up' icon and immediately create and/or save usernames and passwords to expedite future logins.
- New Gainesville mobile parking customers will be able to follow the abovementioned workflow for signing up for ParkMobile's service offerings.
- Upon logging in, the website must have the following options, with identical functionality to that of the mobile application:
 - o Begin parking.
 - Extend parking.
 - Check account balance.
 - Recharge account with credit card on file.
 - Manage account.
 - Transaction history.

T2 Response: ParkMobile complies.



All of the mobile application functionality required by the City of Gainesville are default settings in ParkMobile's platform:

- City of Gainesville customers will have the ability to go to ParkMobile's website hit the 'Enter Zone Number' icon and immediately begin a mobile parking session
- Gainesville mobile parking customers will be able to extend a parking sessions as long as there are no time limits for that parking space
- Gainesville customers will be able to check account balances in real time by simply signing into their ParkMobile accounts.
- Gainesville customers will have the ability to add funds to their ParkMobile Wallet account at any time in their PCI secure environment.
- ParkMobile's State of Florida members are able to manager their accounts 24/7/365 in their PCI DSS v3.2 secure environment.
- Gainesville customers will be able to track their mobile parking transaction history's at anytime in the ParkMobile platform.
- The application must have industry-level standards to encrypt and secure credit card and other personal data.

T2 Response: ParkMobile complies.

ParkMobile is a PCI – DSS v3.2 Level 1 Service Provider, a clear differentiator in the mobile parking industry.

Included with these materials are details on ParkMobile's PCI security and authorization process.



ParkMobile OnDemand Overview

ParkMobile delivers to their OnDemand partners the most innovative, flexible and customizable cloud – based zone parking solutions in the market. The breadth of their OnDemand smart technology products and services will allow Gainesville operations to serve the broadest spectrum of patrons and deliver increased revenues for your operations by deploying the most advanced mobility solutions available in the United States.

Examples of the innovations ParkMobile's OnDemand solutions provide include the only consolidated on and off – street smart parking app, in – app parking availability, marketing and social media services at no additional costs as well as their latest innovation, the ParkMobile 360 Self – Administration Toolset.

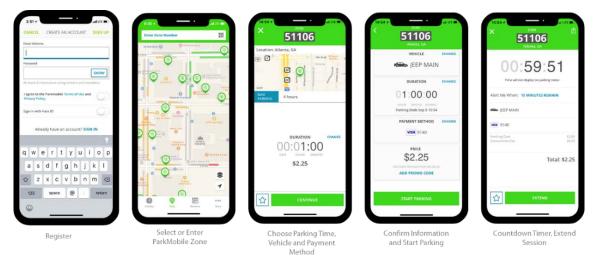
User Friendly ParkMobile OnDemand Mobile Pay Parking Set – Up Process

PAYMENT METHOD CHIMO
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- 1. Sign-up or sign-in to the ParkMobile app
- 2. Select or enter ParkMobile OnDemand zone number
- 3. Choose parking time, vehicle and payment method
- 4. Confirm duration, vehicle and total cost of parking

 DONE! The confirmation screen shows a countdown timer and gives Gainesville users the ability to extend smart parking sessions remotely

ParkMobile OnDemand Mobile Pay Parking Process





Only Consolidated Smart Parking Application on the Market

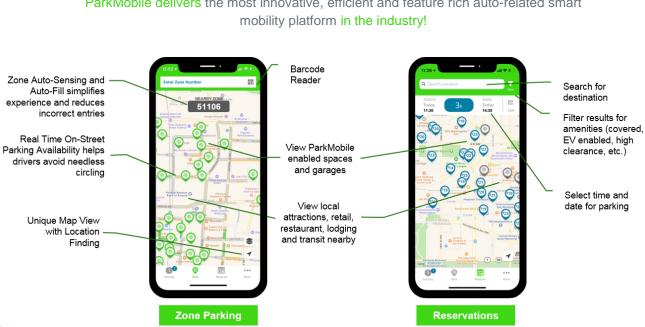
Last year, ParkMobile launched their consolidated smart parking application, combining both on - street (zone parking) with off - street (reservations) functionality all in the same mobility solution.

PARKMOBILE Complete Mobile Parking App

First to offer OnDemand and reservations in a single application!



ParkMobile's consolidated application will deliver to Gainesville OnDemand, pay as you go, operations unparalleled parking convenience and access to the most flexible smart parking platform in the transportation technology market!



ParkMobile delivers the most innovative, efficient and feature rich auto-related smart



ParkMobile Mobile Parking Merchant Validations Functionality









Through the ParkMobile platform, Gainesville merchants will have the option to discount parking sessions for public parking patrons.

ParkMobile's Validations Program options provide local merchants with the ability to validate any type of parking paid through your platform, including:

- OnDemand (zone parking)
- Off-Street (both zone parking and reserved parking)
- Special Events (they provide this functionality for many premier venues and organizations such as NASCAR, PGA, NCAA, MLB, NHL, NFL teams, including annually for the Super Bowl)

No other vendor can offer Gainesville parking operations more validation options, including discounts for current parking sessions in real – time!



ParkMobile Pro Membership Benefits Functionality



ParkMobile Pro membership gives users discounts, benefits and promotions for \$0.99 per month

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sity we have the Prefer benefits & discounts who	ing for ways is make parking smarter for pro. That's null Membership program, gloing processes MCHL en using the Parkmetole appl Sign up for Indexnel getthe most sub of your Parkmetole experience.
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	DR ONLY \$5.99 / MONTH Sign Up in App
	Sign Lip Online
	with the Preferred Membership?
what do you get	with the Preferred Membership:
<u>*</u>	Discounted Parkmobile transation fees
ے jiffylube	15% OFF Oil Changes at Jiffy Lube
Hertz	Up to 15% OFF Hertz Car Rentals
È	15% OFF Car Washes by Spiffy
NEW OFFE	ERS ADDED EVERY MONTHE
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Another innovative ParkMobile smart parking initiative delivered through their combined platform is **ParkMobile Pro** auto-related and parking benefits members receive such as:

- Parking Availability
- Discounted Transaction Fees
- Roadside Assistance Coverage
- Discounted Car washes
- In App Signup: 75% increase in membership since November 2017 when ParkMobile made it possible to sign up in ParkMobile's smart phone application
- ParkMobile Pro is accessible for \$0.99 per month

ParkMobile Pro offerings demonstrate the flexibility of ParkMobile's mobility solutions by giving members a wide variety of transportation related discounts.

Our teams are ready to work with local Business Improvement Districts (BIDs), the Chamber of Commerce or other area stakeholders identified by Gainesville staff to customize OnDemand zone parking benefits and discounted services.



ParkMobile Parking Availability Functionality

ParkMobile continues to demonstrate their industry leadership by being the first vendor to market with in app Parking Availability with a ParkMobile Pro membership.

ParkMobile's new Parking Availability feature delivers smart parking functionality identifying exactly where there are open parking spots on and off – street in real - time.

Using this innovative new functionality gives ParkMobile members across the United States the advantage of driving directly to open parking spaces and avoiding heavily congested intersections and block faces with limited parking availability.

Studies show that the average person spends 17 hours per year searching for parking, costing an estimated \$345 in wasted time, fuel and emissions.



Parkmobile

Parking Just Got A Lot Smarter

Introducing the New Parking Availability Feature from Parkmobile



Great news for ParkmobilePro (formerly Preferred Membership) membersi Our new Parking Availability feature gives you the ability to **see exactly where the open parking spots are around you**.

So you can drive directly to the areas where there's plenty of parking, and avoid the areas where there's no parking.

CHECK IT OUT

ParkMobile's Parking Availability feature was launched in over 100 of our markets across North America.

This <u>cutting edge</u> smart parking feature is designed to address one of the most fundamental mobility services problems: **how to identify open parking spaces while driving and provide this information to prospective parkers before they arrive at their destination**.

ParkMobile works with their partners to solve this dilemma by helping drivers quickly navigate to areas where there is more open parking. ParkMobilePro members access this latest smart parking feature directly through ParkMobile's standard parking applications. The link below demonstrates this feature: https://vimeo.com/261903714



iii. Pay by phone (IVR)

In order to extend access of the system and address equity concerns a pay-by-phone / interactive voice response (IVR) option must be provided including the requirements outlined below. Alternative options that meet the intent may also be considered.

> Users can call a toll free or local number.

T2 Response: ParkMobile complies.

ParkMobile provides area specific toll free numbers for all their mobile parking deployments. For example, they are the on and off – street mobile parking vendor for the City of Tampa and members use 877-727-5308 (877 PARK 308) to access their services.

Please see City of Tampa mobile parking web – page detailing their partnership with Parkmobile:

https://www.tampagov.net/parking/programs/pay-by-phone-parking

> The system recognizes the user (account) based on the incoming number.

T2 Response: ParkMobile complies.

ParkMobile's IVR system recognizes members by user account details including phone numbers.

> One account can be associated with multiple landline or cellular phone numbers.

T2 Response: ParkMobile complies.

ParkMobile's IVR system allows members to include multiple phone numbers, both landline and cellular, with a single account.

> The IVR system must recognize user inputs by touch tones and speech.

T2 Response: ParkMobile complies.

ParkMobile's IVR system recognizes user inputs by touch tones and speech.

Their iOS and Android applications are compatible with the native device accessibility features for each platform. Additionally, ParkMobile's website offers an ADA and WCAG 2.0 compliant version available to City of Gainesville customers.

- > The IVR system must have menu options and dialog, including:
 - Begin parking One account can hold multiple vehicles (license plate numbers). The system must allow the user to choose a vehicle if multiple vehicles are on the account.
 - Extend parking The system must have the ability to restrict extensions that are beyond the maximum length of stay. The system must have the ability to reject purchases on the same block for a set amount of time after a maximum purchase.



• Sign up as a new user

T2 Response: ParkMobile complies.

ParkMobile's IVR system provides members with menu options and dialog to more efficiently deliver customer support. Their system will support:

- Beginning mobile parking sessions choosing between multiple vehicles on the same account; ParkMobile allows a member to have up to five vehicles on one account at a time
- Extending mobile parking sessions within defined limits of the City of Gainesville parking rules; ParkMobile will provide your operations with free access to their ParkMobile 360 Self – Administration toolset that will allow staff to manage local parking rules like time limits from your offices.
- City of Gainesville parking patrons will be able to use ParkMobile's IVR system to sign up as a new user and immediately begin a mobile parking session.
- > If a user selects the option to begin parking, the system must:
 - Prompt for a meter/block/zone ID.
 - Query the parking system inventory to confirm that parking is permitted at the current time.
 - Prompt for the time to park The system must have the ability to impose a minimum time purchase. The system must have the ability to restrict purchases to increments of time. The system must reject an entry greater than the length of stay.
 - Confirm that the purchase is complete.
 - Prompt whether to remind the user that the parking session is set to expire with an automated SMS or email.
 - Prompt for the number of minutes before the expiration to send the reminder.

T2 Response: ParkMobile complies.

ParkMobile members using their IVR system must:

- Identify a designated ParkMobile Zone Number which will include the City of Gainesville's meter, block and zone identifier(s).
- Confirm that the desired parking time is permitted under City of Gainesville parking rules.
- ParkMobile's IVR system can impose minimum time purchase rules for Gainesville; restrict mobile parking sessions to proscribed increments of time; and reject attempts to pay for parking beyond the City's time limits.
- ParkMobile's IVR system will provide Gainesville customers with confirmation that their mobile parking session has commenced and this data will be available in T2'2 Flex enforcement back office in real time.
- ParkMobile's IVR system provides customers with SMS (text) and email receipts for each parking session as well as the ability to track these transactions through their membership account.
- ParkMobile's system allows members to customize expiration notifications; members can choose reminders between 30 to 5 minutes before a session ends.



- > If a user selects the option to extend parking, the system must:
 - Verify that there is a currently active parking session.
 - Prompt for the time to extend.
 - Confirm that the extension is complete.

T2 Response: ParkMobile complies.

ParkMobile members using their IVR system can:

- Verifiy the user has an active mobile parking session in the ParkMobile platform
- Provide a prompt for the member to extend time on an active mobile parking session, as long as an extension does not violate Gainesville parking rules.
- Confirm for the member that ParkMobile's platform has completed the purchase of extra time; T2's Flex enforcement back office will have any time extension details in real time.
- iv. Cash payment

To ensure accessibility of the system to all users, an additional payment method is desired that would allow for users to pay by cash at major retailers and obtain a code or similar method to interact with the system.

T2 Response: ParkMobile complies.

ParkMobile leads the mobile parking industry in delivering innovative payment options to their members.

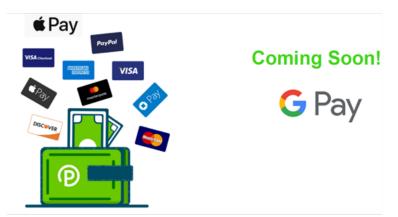
They will provide the City of Gainesville with mobile parking options for:

- Consumers without a smart device: ParkMobile members can pre register through their website or toll – free number; once they park the member uses the IVR system to begin parking session; member can pay with any credit/debit card or options like PayPal and Apple Pay.
- Consumers without a credit/debit card: ParkMobile members can pre register online using the mobile app, website or IVR system; once they park the member uses app, mobile web or IVR to begin parking session; member pays using stored value payment methods like PayPal, Visa Checkout and MasterPass.
- Consumers without a bank account: ParkMobile members can pre register online using the mobile app, website or IVR system; once they park the member uses app, mobile web or IVR to begin parking session; member pays using a prepaid card and entering payment details in credit card fields. City of Gainesville customers could also use reloadable prepaid cards, like GreenDot and NetSpend, from retailers to pay for parking sessions.



ParkMobile delivers the most flexible zone parking payment options. They lead the industry in the acceptance of innovative payment methods for OnDemand services and this flexibility underscores their best in brand approach. ParkMobile's range of OnDemand payment methods include Visa, Master Card, AMEX, Discover as well as stored value solutions like PayPal, VisaCheckout and our ParkMobile Wallet.

ParkMobile zone parking patrons are able to identify and pay for parking through their website as well as any WiFi enabled smart device commonly used in North America. Recently, they updated their website with the latest web – based features for ParkMobile's 12+ million active members in the United States. Today, members can identify ParkMobile zone parking locations while learning about new locations where they can use the platform.









Below, please find selected use cases on how ParkMobile currently enables their industry leading mobility services platform to serve the broadest spectrum of Florida OnDemand zone parking patrons.





b) Account Management

The system must provide multiple ways for a user to manage his or her mobile payment for parking system account.

All interfaces for account management must have industry-level standards to encrypt and secure credit card and other personal data.

T2 Response: ParkMobile complies.

ParkMobile satisfies all industry standards for encrypting and securing credit card and Personally identifiable Information (PII).

They are a PCI – DSS v3.2 Level 1 Service Provider and their current Attestation of Compliance (AOC) is included with these submission materials.

Users must be able to create and manage accounts through a website (desktop and mobile versions), mobile application, IVR system, and through a live customer service representative.

T2 Response: ParkMobile complies.

Today, ParkMobile members across the State of Florida are able to manage their accounts using desktop PC's, mobile web, ParkMobile's mobile application, their IVR system as well as live body operators.

ParkMobile's bilingual Customer Care team is fluent is English and Spanish and they provide all of their partners with 24/7/265 support.

- > Users must be able to create new accounts with the following parameters:
 - o Username (email).
 - o Password.
 - Phone number(s).
 - License plate number(s).
 - Credit card number.
 - Billing name and address.

T2 Response: ParkMobile complies.

ParkMobile new account creation has the following parameters:

- Members must provide an unique identifier as a username such as an email address.
- Passwords are required for each ParkMobile account.
- Members can include up to five vehicles, and their license plates, on a ParkMobile account and change them at any time.
- Members are required to provide at least one payment method to begin a mobile parking session; they can include multiple payment methods like the ParkMobile Wallet or PayPal and choose between them for individual sessions.
- Members are required to provide billing details associated with payment methods used for their ParkMobile account.



- Users must be able to access a history of all transactions made on an account and be able to view reports and receipts showing:
 - Date and time.
 - o **Duration**.
 - o Rate.
 - Total amount.
 - Payment method.
 - License plate number.
 - o Meter/block/zone ID.

T2 Response: ParkMobile complies.

ParkMobile members are able to access their accounts, including payment history and transactions, at all times through the following reports:

- Parking Report: provides users with access to data on every parking session, including date and time.
- Parking Report: also delivers length of stay/duration data for each mobile parking session.
- Payment Report: members are able to review how much they paid for each mobile parking session.
- Payment Report: members also have the ability to track the total amount paid for each parking session and ParkMobile's Monthly Parking Report allows users to track payments and download statements.
- Payment Report: members payment methods are identified for each mobile parking session and members can retrieve these details in ParkMobile's PCI secure environment.
- Parking Report: license plates are part of most ParkMobile sessions so members can track each vehicle using an account to pay for parking.
- Parking Report: provides the parking zone for each mobile parking session.
- > Users must able to configure reminders for session expirations, including the ability to:
 - Enable or disable reminders.
 - Configure the type of reminder (SMS or email).

T2 Response: ParkMobile complies.

ParkMobile members are able to customize mobile parking session reminders including:

- Turning expiration alerts on and/or off at the members discretion.
- Configure both SMS (text) and email reminders; City of Gainesville customers will have the flexibility to set these alerts from 30 to 5 minutes before an active session is set to end.



> When funding an account, the system must have the ability to impose a minimum charge/recharge amount.

T2 Response: ParkMobile complies.

ParkMobile introduced stored value solutions to the mobile parking industry in 2010. Today, many of their 12+ million members use the ParkMobile Wallet to pay for parking across the United States.

The ParkMobile Wallet imposes a \$25.00 minimum for an active account and the system can be customized to automatically reload from a designated bank account.

The system must have the ability to automatically notify a user and/or recharge the account if the account balance falls below a certain amount.

T2 Response: ParkMobile complies.

ParkMobile members are automatically notified if their ParkMobile Wallet account falls below the required \$25.00 minimum account balance.

The system must be able to support both pay per transaction and pay out of a "mobile wallet" models.

T2 Response: ParkMobile complies.

ParkMobile leads the mobile parking industry in delivering pay per transaction and mobile wallet models.

ParkMobile's stored value solutions are usually based on an open loop model which means that their current 600,000+ members in Florida will be able to use an existing ParkMobile Wallet account to pay for parking in Gainesville.

This is an important differentiator because ParkMobile's Network Effect across the State means their membership living anywhere from Miami Beach to Orlando will be able to immediately pay for parking in Gainesville

They began ParkMobile Wallet operations in 2010 with their Washington, DC on – street mobile parking deployment. Today, the District of Columbia's mobile parking program is one of the most successful in the United States and customers in our Nation's Capital use the ParkMobile Wallet as a regular payment option.

ParkMobile Customized Account Management Functionality

ParkMobile will deliver to your parking operations their latest Reporting Portal features. ParkMobile's functionality will allow Gainesville to identify important evaluation data points needed to maximize the efficiency of your OnDemand parking based on your unique requirements. Examples of the data ParkMobile makes available to their existing State of Florida partners include:

- Revenue Collected Through Smart Parking Platform
- Number of Active Smart Parking Users
- Active User Year over Year (YoY) Growth
- Average Smart Parking Session Price



- Average Smart Parking Length
- Smart Parking Transaction Volume
- Transaction YoY Growth

The ParkMobile team is committed to providing the Gainesville team with the most innovative and flexible OnDemand smart parking back office in the industry. Their US based Development Team based in Atlanta constantly work to refine their mobility solutions. ParkMobile is the clear choice for public and private sector OnDemand parking solutions due to their relentless attention to delivering the best services to partners and their constiuents.



ParkMobile's new reporting functionality will allow Gainesville to evaluate every mobile parking session by smart device type. You will also have access to current and YoY statistics.



c) Administrator Requirements

The system must provide a website/administrator portal accessible only to designed system administrators.

> Customer service representatives must be able to create and manage user accounts.

T2 Response: ParkMobile complies.

ParkMobile's customer services include the ability to create and manage user accounts.

ParkMobile employees a full time Customer Care and Support team based in their Atlanta offices. These bilingual services are available 24/7/365 either through a live body operator or IVR system.

Customer service representatives must be able to activate or deactivate mobile payment system user accounts.

T2 Response: ParkMobile complies.

ParkMobile's Customer Care and Support team has the ability to assist members in activating as well as deactivating accounts.

> Administrators must be able to run reports on transactions and accounts.

T2 Response: ParkMobile complies.

ParkMobile's mobile parking platform allows credentialed staff role based access to parking transactions. Functionality includes the ability to run transaction reports on accounts. City of Gainesville staff will have access to six customizable standard reports:

- Revenue Collected Through Smart Parking Platform
- Number of Active Smart Parking Users
- Active User Year over Year (YoY) Growth
- Average Smart Parking Session Price
- Average Smart Parking Length
- Smart Parking Transaction Volume
- Transaction YoY Growth
- > Administrators must have an interface to query transactions for ticket adjudication purposes.

T2 Response: ParkMobile complies.

ParkMobile and T2 work together across the United States on municipal public parking operations. Their cloud based nForce solution interfaces with T2's Flex enforcement back office via an open Application Interface Program (API) to deliver real – time mobile parking session details for adjudication purposes.

Moreover, transaction details for mobile parking sessions are stored in ParkMobile's system, therefore, City of Gainesville adjudicators will have the flexibility to review previous records as needed.



d) Reporting

The system must provide reporting functionality to designated administrators of the system. These reports must at a minimum include data on:

- Transactions made by:
 - License plate number.
 - Phone number.
 - Username/account number.
 - o Date and time.
 - o Duration.
 - o Rate.
 - o Total amount.
 - Paymentmethod.
 - o Meter/block/zone ID.

T2 Response: ParkMobile complies.

ParkMobile delivers to their 3,000+ mobile parking partners all the reporting functionality required by the City of Gainesville through this solicitation.

- ParkMobile requires license plates for each vehicle paying to park through their platform; Gainesville will be able to track every transaction using license plate numbers.
- Gainesville staff will have access to phone numbers for mobile parking sessions where the users ParkMobile account has an associated phone number on file.
- ParkMobile requires a username/account number (i.e., a phone number) for accounts; therefore Gainesville will have access to this data for every parking session in the City's mobile parking system.
- Gainesville staff as well as the City's mobile parking customers will have the ability to track every parking session by date and time; these are standard reporting features.
- Both City staff and your customers will have access to length of stay/duration data for every parking session in Gainesville.
- City staff and customers will have access to parking rate charged (by Gainesville) and the convenience fee paid (by customer) for every session in Gainesville.
- Both City staff and customers will have the ability to track and review the total amount paid for every mobile parking session in Gainesville.
- ParkMobile requires at least one payment method for each user account to begin parking sessions. Both City and member reports track the payment methods used and this data will be available to your team at all times.
- ParkMobile's reporting functionality includes the parking zone used for each mobile parking session.
- Account sign ups.

T2 Response: ParkMobile complies.



ParkMobile's platform automatically tracks account sign ups and Gainesville staff will have access to this data for City parking operations.

Account charges/recharges.

T2 Response: ParkMobile complies.

ParkMobile's platform automatically tracks account charges and recharges. Gainesville staff will have access to this data for City parking operations.

- Reports must be available for viewing or download at all times including all transactions within one hour of occurrence. The vendor must provide performance metrics on its reporting tool, with scenarios such as:
 - Number of new accounts per week.
 - Amount of transactions per day/month/year or other user specified period by meter/block/zone ID.
 - All transactions in a calendar year.

T2 Response: ParkMobile complies.

ParkMobile's reports are viewable and downloadable at all times. Through their integration with T2 City of Gainesville staff will be able to view all active mobile parking transactions in real – time on any WiFi enabled devices for enforcement purposes.

ParkMobile will deliver to Gainesville parking operations customizable dashboards as well as self – administration functionality through their ParkMobile 360 toolset. Their tools will allow Gainesville staff to track the:

- Number of new accounts in Gainesville per day, week, month, etc.,
- Amount of Gainesville mobile parking transactions by any specified periods required by the City and tracked using your meter/block/zone identifiers
- City's mobile parking transactions annually.

In addition, ParkMobile transactions will be included in reports on the Dashboard in T2 Analytics as part of the Digital Iris integration.

> Other reports as needed by the City to demonstrate usage of the system.

T2 Response: ParkMobile complies.

ParkMobile and T2 are willing to work with the City of Gainesville to develop reports as needed to demonstrate the usage of your system.

ParkMobile Standard Smart Parking Reports Available to Members

ParkMobile's current members across Florida have access to three standard reports. These reports are:

- Monthly Statement Report
- Parking History Report



• Payment History Report

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erts & Messages	December	_		Download	
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	February	Download	1	Download	
Parking History Search Period:	8/1/2018		31/2018	Click he	ere to search: 🗹
Search		astern Time (US 8	k Canada)		ere to search: 🗹
Search Period: Timezone: License Plate:		astern Time (US 8	k Canada)		ere to search: 🗹
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e) Data Export and Integration

The system must allow data in item 1d) to be exported in a standard computer readable format such as csv, text, Excel and pdf

T2 Response: ParkMobile complies.



ParkMobile's customizable reporting products and services are exportable to multiple formats including csv, pdf, Excel.

> It would be preferred if the system would also allow data export and integration via direct database connection, web services or APIs.

T2 Response: ParkMobile complies.

ParkMobile leads the mobile parking industry in integrated services including with T2. These integrations allow for the data export and direct database connections uses web services as well as open APIs.

- 1) Parking System Inventory
 - The system must have the option for a web-based tool to manage the inventory of the parking system. The inventory must hold information on each meter/block/zone, including its:
 - o ID.
 - o Address.
 - Status (active or inactive).
 - o Rate.
 - Hours of operation.
 - Hours of restrictions.
 - Maximum length of stay.

T2 Response: ParkMobile complies.

ParkMobile is ready to deploy their latest reporting services for the City of Gainesville, the ParkMobile 360 Self – Administration Toolset. Through these reporting products the City of Gainesville will have the ability to:

- Identify the City's parking inventory by meter/block and/or zone identifier.
- Locate Gainesville parking inventory by address.
- Determine if the City's parking inventory is active or inactive (i.e., rush hour restrictions or holidays).
- Track parking rates individually or aggregate by block, area or for the entire City.
- Track hours of operations individually or aggregating parking data.
- Track parking restrictions and update as needed either by a ParkMobile Account Manager or the City can perform this function using ParkMobile 360.
- Track length of stay/duration for every mobile parking session in the City of Gainesville.
- Once a change is made to the inventory, the system must be either updated immediately or queued for update at a set time.

T2 Response: ParkMobile complies.



ParkMobile's system tracks mobile parking data like inventory in real – time and through integrated services with T2 City staff will have access to this data.

An administrator must be able to use the tool to manually update the attributes of a single meter/block/zone.

T2 Response: ParkMobile complies.

The ParkMobile 360 Self – Administration Toolset will deliver to City of Gainesville parking operations the ability to manually update attributes individually or in aggregate by meter/block or zone identifier.

Included with this submission is a detailed section on the ParkMobile 360 products and services that will be available to the City of Gainesville.

> An administrator must be able to import a file to update the entire inventory.

T2 Response: ParkMobile complies.

City of Gainesville staff will have the ability to update/import data into your parking inventory using ParkMobile 360. Your team will also have the flexibility to review these inventory changes before deploying.



ParkMobile 360 Self – Administration Toolset

ParkMobile will deliver to Gainesville operations the industry's leading suite of smart parking self – administration tools. At the outset of deployment planning with your staff, they will create a Zone and Rate (ZAR) workplan the includes all the operational details of your existing operations.

Through the ZAR workplan Gainesville will have access to all of ParkMobile's innovative OnDemand mobility solutions like their Self – Administration Toolset functionality giving your staff the flexibility to change parking operations settings in real-time. Once trained on ParkMobile 360, staff can forego contacting your Account Manager to modify operational settings such as hours of operation, parking rates as well as parking restrictions thus reducing administrative wait time. ParkMobile will provide your team with training sessions conducted by their staff prior to deployment so your team understands how to manage these OnDemand products, services and integrations available through your new platform.

HOME USER MANAGEMENT AUDIT LOG	
Parkmobile Self-Service Portal	
Search by name	
obb Galleria Parkway	8
iPS Atlanta	8
PS Deriver	8
HOME USER MANAGEMENT AUDIT LOG	() MY PRO
Manage Policies/Locations A Bacto Parkowy Phildelpha Select Policy/Location	
Select Concyrestation	Move Selected Zones to
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Gainesville staff will be able to manage parking operations with the new ParkMobile 360 Self – Administration Toolset.



ParkMobile Zone and Rate (ZAR) Structure Workplan

ParkMobile will provide Gainesville with innovative smart parking functionality for your operations with the flexibility to generate parking zones from individual spaces to entire parking lots. They will work with staff to create and complete your ZAR workplan. The ZAR provides US based development team with all of your operational details so your OnDemand parking platform mirrors existing operations.

The ZAR workplan allows ParkMobile to generate unique identification numbers and longitudinal and latitudinal data for each paid parking space. Based on this data collection effort the Gainesville parking team will have access to all of the ParkMobile 360 Self – Administration tools.

PM Zone Number	Name	Address	Location Number	Latitude	Longitude	Spaces	Collection Method	# of Machines	Enforcement Type	Rate Name	Rate Amount	Increments (mins)	Rate Days	Rate Start Time	Rate End Time
1855	31st St Beach	3029 S. Lake Shore Drive	72406	41.842028	-87.609251	190	Digital	11	Pay and Display	Hourly	\$2.00	60	Mon-Sun	6:00	23:00
										No Parking	N/A	N/A	Mon-Sun	23:00	6:00
1857	55 th Street	5501 S. South Shore Drive	72430	41.794886	-87.579923	127	Digital	2	Pay and Display	Hourly	\$2.00	60	Mon-Sun	9:00	21:00
										Hourly	\$1.00	60	Mon-Sun	21:00	9:00
1801	MSI East	1726 Columbia Drive	72431	41.790638	-87.580449	60	Digital	4	Pay and Display	Day Rate	\$16.00	Day	Mon-Sun	6:00	23:00
										No Parking	N/A	N/A	Mon-Sun	23:00	6:00
1802	MSI South	1800 E. Columbia Drive	72437	41.788881	-87.580861	228		7	Pay and Display	Hourly	\$1.00	60	Mon-Sun	6:00	9:00
										Hourly	\$2.00	60	Mon-Sun	9:00	21:00
										Hourly	51.00	60	Mon-Sun	21:00	23:00
										No Parking	N/A	N/A	Mon-Sun	23:00	6:00
1803	Lunt and Sheridan	1102 W. Lunt	72412	42.009564	-87.660278	102		3	Pay and Display	Hourly	\$2.00	60	Mon-Sun	9:00	19:00
										Free Parking	N/A	N/A	Mon-Sun	19:00	9:00
1805	Diversey Driving Range	141 West Diversey Parkway	72018	41.933455	-87.634063	140		4	Pay and Display	1 Hour	\$4.00	60	Mon-Sun	6:00	23:00
										4 Hours	\$8.00	60	Mon-Sun	6:00	23:00
										Day Rate	\$19.00	60	Mon-Sun	6:00	23:00
										No Parking	N/A	N/A	Mon-Sun	28:00	6:00
1807	Diversey South	2431 N. Cannon Drive	72656	41.932197	-87.635465	62		2	Pay and Display	Day Rate	\$20.00	Day	Mon-Sun	6:00	23:00
								-		2 Hours	\$10.00	120	Saturday	8:00	13:00
										Peak - Day Rate	\$20.00	Day	Mon-Sun	6:00	23:00
										reak baymate	520.00		incri sun	0.00	23.00
1808	Belmont North	3600 N. Recreation Drive	72017	41.947445	-87.640364	217		6	Pay and Display	Day Rate	514.00	Day	Mon-Sun	6:00	23:00
1000	001110111	300011 11202010110110	12011	42,947449	01.040304					No Parking	N/A	N/A	Mon-Sun	23:00	6:00
										HO P SI KING	11/10	11/0	mon som	20.00	0.00
1810	Foster & Simmons Beach	5200 North Simonds Drive	72434	41.976483	-87.647373	166		6	Pay and Display	Hourly	\$1.00	60	Mon-Sun	6:00	9:00
1010	roster a similaris seach	See North Shire Diffe	16101	42.070400	-07.047373	100			ray and proping	Hourly	\$2.00	60	Mon-Sun	9:00	21:00
						-				Hourly	\$1.00	60	Mon-Sun	21:00	23:00
						-		-		No Parking	N/A	N/A	Mon-Sun	23:00	6:00
										inv ranking		11/16	montoon	20.00	0.00
1811	Oakwood & LSD (39th St)	1101 E. Oakwood	72429	41.825508	-87.599610	120		5	Pay and Display	Hourly	\$1.00	60	Mon-Sun	6:00	9:00
	000000000000000000000000000000000000000		12.429	-2.023308	01.599010	-20			r ay and Display	Hourly	\$2.00	60	Mon-Sun	9:00	21:00
										Hourly	\$1.00	60	Mon-Sun	21:00	23:00
										No Parking	N/A	N/A	Mon-Sun	23:00	6:00
										ing a strong	14/18	1.7/8	montisun	23.00	0.00



ParkMobile's comprehensive ZAR workplan will enable Gainesville staff to customize operational changes to your parking while collecting data on every space in your OnDemand parking inventory.

Gainesville will have the flexibility to deploy smart parking features like demand-based pricing as well as the option to restrict access for specific spaces based on rush hour restrictions, holidays, loading zones, etc. ParkMobile 360 will also allow your team to tailor messages for Gainesville customers alerting them to changes in your operations.

Hours	< Hours X
Advanced Rate Options	Advanced Rate Options
repayment Rate Rollover Timeblock Rollover Session Grouping	Presayment Bate Rollover Timeblock.Rollover Session Grouping.
f a customer parks during a free parking period, handle th session as follows:	If a new session starts soon after a previous session (in the same zone) ended, treat these sessions as follows:
Ask the customer how long they want to park; start session immediately (default)	Always treat them as separate sessions (default)
Ask the customer how much paid parking they want buy; start session immediately	Treat them as a single session if the next session begins within
Ask the customer how much paid parking they want buy; start the session when the paid parking begins then, it will be displayed as an upcoming session)	hours and minutes of the previous session
	Vehicles may not return to use the same parking zone for:
	0 hours and0 minutes
	after their parking session has ended
S, GO BACK SAVE	
	SAVE SAVE



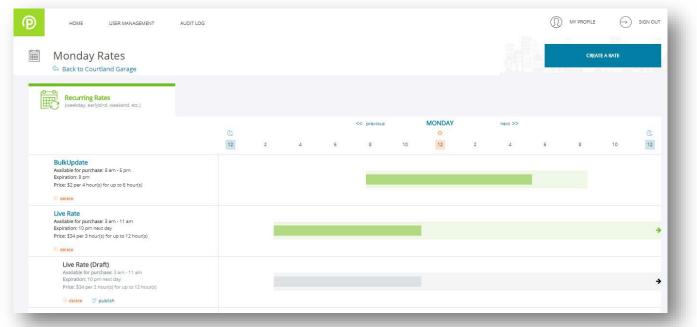
ParkMobile 360 Customizable Self – Administration Functionality

ParkMobile recently launched their new ParkMobile 360 Self – Administration Toolset for municipal OnDemand on – street operations with the City of St. Louis and their ParkLouie customized smart parking application¹.

ParkMobile initially tested these features with several off – street partners around the United States. Their innovative self – service tools are another customizable feature that allow Gainesville to manage and/or change operational details for zone parking services, like pricing and hours of operations.

ParkMobile 360 furthers their lead over industry competitors by reinforcing the ubiquity of ParkMobile's on and off – street products and services. Once trained on the new ParkMobile 360 toolset, Gainesville will be able to manage much of ParkMobile's features on your own.

On the next several pages are screenshots of the new ParkMobile 360 Toolset and how the Gainesville team can implement these services.



PARKMOBILE 360 DAILY VIEW: Gainesville will be able to review any of your parking rates and change them at any time to modify pricing and hours of operations based on your unique needs.

¹ http://www.parklouie.com/



HOME USER MAD	NAGEMENT AUDIT LOG		MY PROFILE 🔂 SIGN OUT
Manage Policies	/Locations		
Select Policy/Location Select Policy/Location	~	Move Selected Zones to Select Policy/Location	~
Q Search by zone number or name/desc	rription		
Find Zone(s)	Export CSV Use shift-click to select a group of zone numbers	Selected Zones	aload CSV X Cantol 🗸 Save changes
	No zone found		

PARKMOBILE 360 PARKING OPERATIONS MANAGEMENT: Gainesville will be able to change operational details from your offices.

Weekday Rate Available for purchase; 3 am - 7.59 pm Expiration: 8 pm			Weekday Rate	× ∕ ^{edit} (Draft)
Price \$2.25 per 15 minute(s) for the first 15 minute(s)			🛗 Days 🕓 Hours 🖹 Ra	ate Type 🛞 Price
Weekday Rate (Draft) Availation for purchase 3 am - 159 pm Experializer 10 am Proce 2028 per 15 minutes for the first 15 minutes).			How much do you want to charge for th	
Severe D publish Saturday Rate Available for purchase, 12 pm - 6 pm Expandion: 12 am next day Price 315 fair race			for the first day(st) hour(s) min(s)
Street Cleaning Start time: 12 am End time: 1135 pm			\$ for each day(x	
			Create independent Timeblocks	
Free Parking				
			DELETE SAVE AS DRAFT	PUBLISH

PARKMOBILE 360 MODIFYING PARKING PRICING: Gainesville staff will have the flexibility to change OnDemand parking rates at any time. Your team can make anywhere from daily to weekly changes to operations.



Friday Rates											G	REATE A RATE	
A Back to PM WASH DC 95													
Recurring Rates													
	Č.				<< previous		FRIDAY		next >>				©.
	12	2	4	6	В	10	12	2	4	6	8	10	12
Weekday Rate Available for purchase: 8 am - 7:59 pm.													
Expiration: 8 pm Price: \$2.25 per 15 minute(s) for the first 15 minute(s)													
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Expiration: 10 pm Price \$2.25 per 15 minute(s) (or the first 15 minute(s)													
delete [7] publish													
Free Parking					_								
incertaining.	14										- E. L		

PARKMOBILE 360 MODIFYING DAILY RATE VIEW: Gainesville will have the ability to view changes to your operations such as dynamic pricing and/or rush hour restrictions.

		a Galleria Parkway HOME USER MANAGEMEN	T A	UDIT LOG		1						÷.	@	MY PROFILE 🕣 SVGN OUT
		Premier Columbus	Permit	Parki	ng Zo	nes	ż	ONE 6601					141	CREATE RATE
Start	10-0												Weekend Rate	/ edit
	E	Recurring Rates (weekday, autyblid, weekand, etc.)		nt Rates all events, spo				late Tester			Advanced Pc	ilicy Settin	Name Rate Type Price	— 🤣 — 🥘 — 🧿 Days Hours Publish
Avai							G		WEDNESDAY		THURSDAY	00	Ready to publish this recurring	rate?
ate est i	-	Test Rate Available for porchase: 2 am - 5 am Sxpiration: 8 am	1	2 12	12	12	12	12 12	12	12 12	12	12 12	Rate Type Pedit	Available for Purchase Pode 6 am - 8 pm Session Grouping: Treat as single sessio next session begins within 2 hours and
		Price: \$2 per 3 hour(s) for up to 5 hour(s) Unlike											Days Offered Zedn. Weekend	minutes Vehicles cannot return within 1 hours a minutes
	4	Test ZAP Available for purchase: 1 am - 4 am Expiration: 6 am Price: 316.13 flat race	1										Price ✓edit \$2 for each 4 hour(s) for up to 8 hour(s)	Expiration det:
		deleta												

PARKMOBILE 360 RATE TESTER: Before your staff deploys pricing changes to Gainesville operations, ParkMobile's innovative mobility solutions allow you to test the rate in your office first!



HOME		ER MANAGEMENT A	UDIT LOG								
C Search by location, r	ate name, add	iress, zone number, or user's na	me	Filter by: Start date Filter by:							
Peachtree	~	August 23, 2017									
in Park	~		Event Rate) - ParkmobileUser Admin created the Basketball Events, at 04:09 PM								
Quick Park	~ .	(Published Rate) - ParkmobileUser Admin created the Weekday Rate, at 03:59 PM 🗸 🗸									
Ready Park		(Published Rate) - ParkmobileUser Admin changed the BulkUpdate, at 03:47 PM									
Reserve And Park	~		y obtained race) in animatic unit of units of a conceptuation of a set of the								
afely Parked	~	Peachtree									
treet Park	~	Rate Details	Before	After							
Itimate Parking	~	Rate Name:	BulkUpdate								
litra Parking	~	Rate Type:	Incremental								
ehicle Park	~	Days Offered:	Monday, Tuesday, Thursday, Friday								
/ehicle Stop		Available for Purchase:	2 am - 3 am	8 am - 5 pm							
		Expiration:	5 am	8 pm							
		Price:	\$2 for each 4 hour(s) for up to 6 hour(s)								
		(Published Pate) - Par	kmobile Test created the Br	poke's Pate at 02:28 PM							

PARKMOBILE 360 AUDIT TRAIL: Once staff make changes to Gainesville OnDemand parking operations, supervisors will have the ability to audit these modifications at any time.

HOME USER MANAGEMENT AUDIT LOG		MY PROFILE → SIGN OUT
Settings		
No Parking Messages		
	+ ADD MESSAGE	
No Parking Allowed Parking is not allowed at this time. See regulatory signage for more information.		
Construction No parking due to construction.		
No parking available No parking available after 12 AM.		
Parking Not Available Parking not available at the moment.	×	

PARKMOBILE 360 CUSTOMIZABLE MESSAGES: Gainesville staff will be able to create messages for any of your parking zone(s) like No Parking: Rush Hour Restriction messaging.



2) Parking Enforcement

The desired system must be able to provide a parking enforcement solution. The system must have the following requirements:

- Allow a device to query the payment status of a vehicle through its license plate number using an API provided by the vendor that is compatible with:
 - o Android.
 - o iOS.
 - Windows Mobile.
 - o A platform-agnostic web service.

T2 Response: The Mobile Enforcement App is available on Android and iOS. The Mobile Enforcement App will integrate with ParkMobile for mobile payment status of a vehicle.

Today, ParkMobile and T2's parking enforcement partnership is used on over 60,000 spaces across the United States. We use an open API to push or pull real – time parking data from ParkMobile's nForce cloud based solution to T2's Flex Mobile Enforcement App.

This smart parking enforcement workflow is compatible with:

- Android devices: ParkMobile's nForce solution works for WiFi enabled smart devices running the Android system.
- iOS devices: these smart devices deliver the same functionality as the Android system.
- Windows Mobile devices: ParkMobile delivers the same functionality as the Android and iOS systems using an agonistic mobile web interface.
- Agnostic Web Service: ParkMobile's enforcement protocols are available on any commonly used web services in North America.
- > Allow a device to query a list of paid vehicles through a meter/block/zone ID.

T2 Response: Compliant. Enforcement officers can review paid vehicles by location defined by the City.

City of Gainesville staff will be able to use the existing workflows developed with T2 and ParkMobile's mobile parking system will mirror these services.

At the outset of operations, ParkMobile's team will work with City staff to create a Zone and Rate (ZAR) work plan that will identify the meter/block and zone identifiers for each space in your system. This data will allow any WiFi enabled device to query a list of paid vehicles using the City of Gainesville system at any time.



Allow a license plate recognition system to query the payment status of a vehicle through its license plate number.

T2 Response: Compliant. LPR system can query payment status based on license plate number.

ParkMobile's mobile parking services are integrated with every major LPR vendor in North

America. Furthermore, since ParkMobile users must provide license plates for each vehicle on their account their system automatically tracks sessions using vehicle plates. Our team is ready to integrate with any LRP vendor chose by the City of Gainesville.

> Pull or receive a list of license plate numbers flagged by law enforcement.

T2 Response: Compliant. As a license plate number is queried in the Mobile Enforcement App, additional repeat offender, scofflaw or VIP information will be displayed to the enforcement officer.

> The system must be able to send an alert when a matching vehicle makes a parking transaction.

T2 Response: Compliant. The Mobile Enforcement App will complete a search for payments made prior to issuing a citation.

> The system must be able to issue citations.

T2 Response: The Mobile Enforcement App and eTicketbook are T2's citation issuance solutions.

> The vendor must provide examples of their enforcement integration models with other clients.

T2 Response: T2 provides our eTicketbook and Mobile Enforcement App to 300+ Enforcement customers.

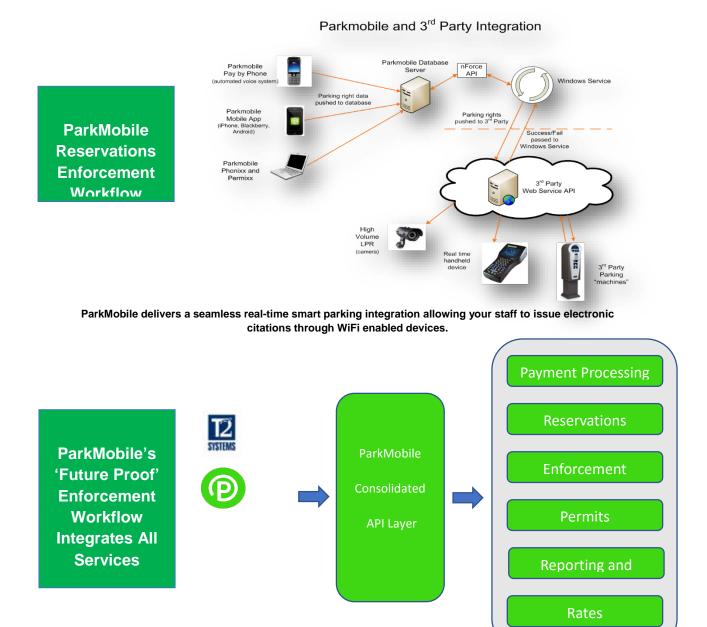
> System must be compatible with Genetec platform and applications.

T2 Response: T2's MEA and ParkMobile's mobile parking system is fully integrated with Genetec and we all work together on municipal operations across the United States.



ParkMobile Enforcement Integration Workflows

ParkMobile's innovative products and services extend to their best in brand integrated smart parking enforcement workflows. Gainesville OnDemand smart parking program will use ParkMobile's nForce cloud-based enforcement solution that integrates directly with T2's Flex back office. By using ParkMobile's nForce workflow Gainesville staff will be able to view OnDemand mobile parking sessions through any WiFi enabled devices in real-time for any of your parking zones.



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3) Other Technical Requirements

a) Data Security

The system must exercise industry standard protocols to ensure the protection of any data stored and transmitted in the system, including:

> Securing physical servers, storage, etc.

T2 Response: ParkMobile complies.

ParkMobile employs the industry's leading data security protocols, including PCI – DSS v3.2 Level 1 Service Provider compliance. Their AOC is included with this submission.

> Firewalls to protect against unauthorized access.

T2 Response: ParkMobile complies.

ParkMobile employs the industry's leading data security protocols, including PCI – DSS v3.2 Level 1 Service Provider compliance.

> Data encryption at transport using TLS 1.2 or TLS 1.3 for the website.

T2 Response: ParkMobile complies.

ParkMobile uses TLS 1.3 for their website operations.

> PCI PA-DDS level 1 compliant on all applicable data.

T2 Response: ParkMobile complies.

ParkMobile employs the industry's leading data security protocols, including PCI – DSS v3.2 Level 1 Service Provider compliance.

> SAS 70 Type II certified before the Notice of Award.

T2 Response: ParkMobile complies.

ParkMobile satisfies this requirement and is ready to provide the relevant documentation before any Notice of Award.

- > The vendor must minimize the City's exposure to sensitive data, such as:
 - o Credit card numbers.
 - Personal information of users.
 - The vendor must describe its data security plan and disclose any breaches of security.

T2 Response: ParkMobile complies.

ParkMobile's PCI v3.2 Level 1 Service Provider certification means City of Gainesville mobile parking customers data is covered by the most comprehensive security measures.



Therefore:

Their members credit/debit card numbers are always protected under Level 1 Service Provider rules.

ParkMobile protects all Personally Identifiable Information (PII) and this data is never stored on any City of Gainesville computers.

ParkMobile has included their latest AOC and SOC's as part of this submission. They have had no security breaches and would immediately disclose to all of their partners.

ParkMobile Security and Authorization Process

ParkMobile's customer care for members incorporates 24/7/365 support as well as industry leading data security in their PCI DSS v3.2 Level 1 Service Provider environment. **ParkMobile is the only vendor in the smart parking industry that manages credit/debit card data for our membership, this is the most significant platform differentiator in the smart parking industry.**

Every other vendor in the industry hires third-parties to manage this sensitive data. This important security element means ParkMobile provides unmatched platform security to their 12+ million members across North America.

Gainesville OnDemand zone parking smart parking program customers will be able to update their account or parking profile at any time through ParkMobile's PCI v3.2 Level 1 certified protocols. Additionally, ParkMobile's PCI compliance and certifications ensure no credit card information is ever stored on Gainesville's internal systems at any time.

ParkMobile will always place high importance on the security of Gainesville patron's confidential information. They demonstrate this commitment by consistently maintaining the broadest certifications and levels of insurance coverage in the industry. No other vendor can offer a higher level of transactional security and confidentiality to Gainesville OnDemand smart parking operations.



- SSAE 16 Statements of Standards for Attestations Engagements
- PCI DSS Level 1 Payment Card Industry Data Security Standard
- ISO 9001 2015 Quality Management Certification
- Cyber Insurance of \$5,000,000+
- NCPA Approved



b) System Availability

The system must provide redundant/failsafe servers which ensure at least 99.9% uptime of all components of the system, including:

> IVR, including the availability of live customer service representatives.

T2 Response: ParkMobile guarantees to their 3,000 active deployments (and all their municipal partners in Florida) a 99.5% uptime guarantee.

Some vendors promise a 99.9% guarantee using questionable criteria. ParkMobile's nearly ten years of experience successfully delivering these services in the United States reinforces that their 99.5% uptime guarantee is an honest assessment of industry availability standards.

ParkMobile will deliver their industry leading IVR services for the City of Gainesville. Your customers will have 24/7/365 access to ParkMobile's customer service representatives.

> Mobile applications.

T2 Response: ParkMobile guarantees to their 3,000 active deployments (and all their municipal partners in Florida) a 99.5% uptime guarantee for mobile application operations.

User and administrator websites.

T2 Response: ParkMobile guarantees to their 3,000 active deployments (and all their municipal partners in Florida) a 99.5% uptime guarantee for user and administrator website operations.

Integration with existing multi space meters (only for the integration part for which the vendor is responsible).



T2 Response: ParkMobile is fully integrated with every major multi space vendor operating in North America including the Digital Luke II (Iris).

They guarantee their 99.5% uptime guarantee for these integrated pay station services.

Integration with existing enforcement systems (only for the integration part for which the vendor is responsible).

T2 Response: ParkMobile is fully integrated with every major enforcement system operating in North America; particularly T2's Flex enforcement protocols.

They guarantee their 99.5% uptime guarantee for these integrated enforcement services.

> The proposed system must be able to handle up to 50 million mobile payment transactions per year, including up to 12,000 transactions per hour.

T2 Response: ParkMobile complies.

ParkMobile is the largest mobile parking vendor in the world delivering their services daily to 7 of the top 10 cities in the United States.

Their system regularly handles 50+ million payment transactions, including up to 12,000 per hour.

The system must provide system uptime reports from the past 4 years and also provide a plan to scale the system to support additional users and transactions.

T2 Response: ParkMobile complies.

ParkMobile is willing to work with T2 to develop uptime reporting data as well as scale any system requirements for your operations.

c) Integration

The system must be able to communicate with the back office system of any existing multi-space meters. The system must have the following requirements:

Send each transaction to the existing back office system or a 3rd party system as it happens in real-time.

T2 Response: ParkMobile complies.

ParkMobile and T2's integrated services mean every mobile parking session in Gainesville will go from nForce to the Flex enforcement back office in real – time.

This data will be available on the City's WiFi enabled handhelds for the issuance of citations.

> Accept transactions sent from the back office system or a 3rd party system.

T2 Response: ParkMobile complies.



ParkMobile and T2's integrated services mean every mobile parking session in Gainesville will go from nForce to the Flex enforcement back office in real – time.

Since ParkMobile has over 350 active technology sector integrations the City of Gainesville will have the flexibility to push or pull this data to other 3rd party systems, if required.

The vendor must provide examples of data formats and delivery methods used to communicate transactions to and from external systems.

T2 Response: ParkMobile complies.

Included in this submission are examples and screenshots of the data formats and delivery methods ParkMobile uses to communicate with partners like T2.

City of Gainesville staff will have the ability to customize these data formats for your unique needs.



4) Marketing

The vendor must provide examples of marketing plans used in other cities or markets. In addition:

> The vendor must provide an initial marketing plan to promote the use of the system, including details on the message, medium, location, and frequency of marketing.

T2 Response: ParkMobile complies.

ParkMobile leads the mobility solutions industry with innovative and cutting edge marketing tactics. These strategies include customized website and landing pages, email and social media campaigns, push notifications and in app messaging as well as geo fencing targeted locations.

Their team is ready to work with T2 and the City of Gainesville to coordinate marketing services at the outset of deployment planning and create a customize marketing plan for your operations.

> The vendor must provide a comprehensive recurring marketing plan.

T2 Response: ParkMobile complies.

ParkMobile and T2 are ready to work with City staff to develop a comprehensive and customized marketing plan.

Included with this submission is a section describing ParkMobile's marketing and advertising acumen. ParkMobile is ready to provide all of these marketing services at no additional costs to the City of Gainesville.

The vendor must supply all promotional and operational graphics, excluding the street signage used to identify meter/block/zone IDs.

T2 Response: ParkMobile complies.

ParkMobile accepts these City of Gainesville marketing requirements.



ParkMobile Marketing and Advertising

Today, ParkMobile delivers to every OnDemand partner their best in brand future proof turnkey smart mobility services. Whether its standard features that ParkMobile pioneered like smart device applications (in 2009), **stored valued solutions like the ParkMobile Wallet (2010)** and their latest innovation in – app parking availability (2018), ParkMobile is the smart parking technology industry leader. This best in brand innovative approach extends to the marketing services ParkMobile delivers to partners. ParkMobile works to ensure your program's success by utilizing their robust marketing expertise².



ParkMobile marketing innovations and service offerings are

showcased by the fact that many of their partners, such as the City of Minneapolis, see an adoption rate of over 30% within the first year of their program as well as our 99% retention rate. ParkMobile's marketing acumen is further demonstrated by recent contract renewals in Atlanta, Charlotte, Houston, Washington, DC and West Palm Beach, Florida.

ParkMobile' Smart Parking Marketing Approach

Starting with their proven best practices, the ParkMobile team is ready to work with Gainesville staff to develop comprehensive marketing tasks which specifically address your smart parking goals and objectives.

The ParkMobile marketing team looks forward to working with Gainesville to monitor progress, identify action items and assign ownership of next steps and verify progress to ensure all milestones are met.

ParkMobile delivers the most advanced marketing and user engagement programs in the industry. With experience in launching over 3,000 programs of different sizes, they



ParkMobile will use their marketing strategies to market OnDemand parking opportunities in coordination with Gainesville staff.

consistently fine tune their methods and strategies which allow for the best program adoption and awareness for partners.

²Please see ParkMobile Marketing Video: https://www.youtube.com/channel/UCJIQyn508cxjHEHbuXRMfBQ



ParkMobile's Proven Marketing Success

Ultimately, Gainesville's parking program's criteria for success is defined by objectives deemed critical by your key stakeholders in delivering the very best smart parking services to your customers. ParkMobile's marketing team will regularly deploy social media campaigns on behalf of the Gainesville smart parking program.

Included on the following pages are examples of ParkMobile's ability to deliver increased parking revenues through their marketing efforts across the United States³. ParkMobile consistently demonstrates to partners the ability to enhance smart parking operations and to deliver customized marketing plans on time and at low cost.



³ Please see ParkMobile YouTube Channel: https://www.youtube.com/watch?v=RSDjWzQhu1w



Leveraging and Supporting Partners Initiatives



ParkMobile back-to-school giveaway!

ParkMobile is excited to partner with your school & universities nationwide to launch a Back-to-School promotion for new & existing ParkMobile users!



ParkMobile is ready to customize marketing programming in partnership with Gainesville OnDemand public parking operations.

For example, last fall ParkMobile ran 'Back to School' parking promotions with Texas A&M University.

Please see link below for details: https://player.vimeo.com/video/2807757 42?title=0&byline=0

In a similar fashion, ParkMobile will work with Gainesville staff to ensure that your OnDemand smart parking services are carefully considered and managed to maximize customer experiences and drive increased efficiency and revenue

ParkMobile Customized Website C	content for Partners
Marketing Tactic Objectives	Marketing Deliverables
 Publicize your rates, hours of operation and identify rules like rush hours or loading zones Provide a platform where Gainesville patrons and ParkMobile's existing members can identify available on and off-street parking options and pay in advance 	 Provide patrons with one location to identify and pay for available on and off-street parking in designated areas through your app Assist your staff in determining appropriate traffic control measures based on parking availability data Assist your team in targeted enforcement based on anticipated traffic



ParkMobile Atlanta Sweetwater 420 Music Festival Promotion



ParkMobile Email and Social Media Expertise

ParkMobile leverages electronic online communications methods including email and social media (they have more Twitter and Facebook followers than all their competitors combined) to drive awareness and adoption for their partners smart parking platforms. This innovative approach to email and social media engagement means the Gainesville parking team can reach ParkMobile's existing members in across Florida and publicize your parking program.



In-App	Email © Parkmobile	ParkMobile Email and S	ocial Media Campaigns
9911 00:14.51	Reserve & Save!	Marketing Tactic Objectives	Marketing Campaigns
<image/>	<image/> <text><text><section-header><section-header><section-header><section-header><section-header><section-header><section-header><section-header><section-header><section-header><text><section-header><section-header><section-header><section-header><section-header><section-header><section-header><section-header></section-header></section-header></section-header></section-header></section-header></section-header></section-header></section-header></text></section-header></section-header></section-header></section-header></section-header></section-header></section-header></section-header></section-header></section-header></text></text>	 Engage ParkMobile members living or visiting the Gainesville area for targeted email marketing campaigns; they are ready to work with your staff on messaging 'Drive' your patrons to pay for parking through smart parking initiatives 	 Local/regional events held by Gainesville stakeholders or other regional partners Re-engagement emails Send emails to all ParkMobile members living in your area Participate in Transit Oriented Development Campaigns and other smart mobility initiatives



In-App Push Notifications and Geofencing

ParkMobile's state of the industry marketing strategies are designed to engage and alert new and existing membership about parking opportunities in their area. The Gainesville team can leverage ParkMobile's members across the region when they travel near your OnDemand parking with in – app messaging and geo -fencing targeted areas.

ParkMobile Push Notifications and In–App Mess	aging					
Marketing Tactic Objectives	Marketing Deliverables					
 'Drive' deeper engagement through personalized and triggered messaging Target members who haven't used a specific feature or used your smart parking platform for a transaction in over a month Coordinate with your team and other stakeholders on targeted messaging Provide real-time traffic and event information to patrons Coordinate with stakeholders and provide another way for them to reach potential customers in designated areas 	 4x higher conversion 3.5x higher retention Average in-app click-rate 24% Triggered off an event with 2x more clicks as triggered off an app launch 27% more launches than apps that don't have in-app ~13 launches/ month 					

Marketing Tactic Objectives	Marketing Deliverables	Excited to be coming to the Big Apple! http://prn.to/210VIJS
 Enable Location Based Marketing for smart parking operations Send real-time Push Messaging based on a patron's location (e.g. target members to use app) in different locations across your footprint to create geo- fences to market your services 'Drive' ParkMobile members from across central Florida to use your smart app when they park 	 Influence purchase decisions of 39%+ of ParkMobile app users Advertise events (e.g., concerts, special events) as well as services to the Gainesville community without the need for patrons to open a ParkMobile app to begin a parking session 	Allison Gill, Backy McClinness and 513 others ParkMobile is deploying these

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as with City of Berkeley, CA in the Bay

Area.



5) Customer Service

- a) The vendor must provide the following customer services to end users:
 - > Live operators available 24/7 to create accounts and resolve issues.

T2 Response: ParkMobile complies.

Today, ParkMobile delivers to their State of Florida municipal partners 24/7/365 bilingual customer service from their Atlanta offices, in the same time zone as the City of Gainesville.

Their dedicated full time staff will be ready to assist your customers in creating and updating existing accounts as well as resolve any issues.

> Language support for English and Spanish (if available).

T2 Response: ParkMobile complies.

ParkMobile delivers to all of their State of Florida partners 24/7/365 bilingual (English and Spanish) customer support.

Customers looking to establish contact with a live operator must be provided the option at the start of a parking action.

T2 Response: ParkMobile complies.

City of Gainesville mobile parking customers will have the flexibility to begin a session by IVR and/or live body operator at the start of a parking action.

> Callers seeking a live operator must not be on hold for longer than 2 minutes.

T2 Response: ParkMobile complies.

ParkMobile customer service operators regularly respond to calls within 2 minutes; however, if there is a high call volume our team will make accommodations such as calling members back to mitigate a wait time longer than 2 minutes.

> Music and updated messaging must be provided during calls on hold.

T2 Response: ParkMobile complies.

Customers looking to find parking must be provided a web-based or mobile app based map, or other method of locating metered parking.

T2 Response: ParkMobile complies.

ParkMobile's mobile application as well as their website provides optimize maps detailing parking zones and City amenities around the parking inventory.



They are prepared to deliver to the City of Gainesville a customizable mobile parking platform with the only combined on and off – street functionality including parking availability.

> The vendor must provide a customer support plan that includes projected call volumes and number of support staff available.

T2 Response: ParkMobile complies.

See the ParkMobile IVR and Customer Support Team section below.

b) The vendor must provide the following services to the City:

> Technical support during normal business hours of 8:00 am to 6:00 pm (EST).

T2 Response: ParkMobile complies.

Today, ParkMobile delivers to their State of Florida municipal partners 24/7/365 bilingual customer service from their Atlanta offices.

> Engineering staff to perform development, testing, and deployment.

T2 Response: ParkMobile complies.

ParkMobile employs full time engineering and IT development staff to perform development testing and deployments in their Atlanta offices.

This team will be available to City of Gainesville staff during regular business hours and they are very familiar with Florida parking operations because of ParkMobile's existing operations in the State.

> Response times of less than 30 minutes for urgent issues.

T2 Response: ParkMobile complies.

ParkMobile customer service operators regularly respond to urgent matters within 30 minutes; however, if there is a high volume of members needing assistance their team will make accommodations such as calling members back to mitigate a wait time longer than 30 minutes.

> Resolution of urgent issues in less than 2 hours.

T2 Response: ParkMobile complies.

ParkMobile customer service operators regularly resolve urgent matters within 2 hours; however, if there is an urgent matter that requires more than 2 hours, then their team will make accommodations alerting impacted partners and members.



ParkMobile IVR and Customer Support Team

ParkMobile OnDemand users can contact their bilingual support team 24/7/365 for industry leading multichannel customer care. ParkMobile's dedicated Account Managers work with staff whenever needed to ensure quick resolution of any customer service needs.

New ParkMobile members can register via customer service reps or through their IVR system, start a parking session, get answers to questions, request changes to their account and other services. ParkMobile also makes most options available within the smart app and website, including partners websites and they provide a robust self-help (FAQ) section to assist members with most questions.



Gainesville OnDemand patrons will have access to:

- ParkMobile's Member Services team who are ready to assist whenever your patrons need it. During business and evening hours Monday – Saturday, the support team is staffed with ParkMobile's own bilingual full-time employees based out of their U.S. offices.
- ParkMobile Level 1 PCI compliant call center ensures customers' data is fully secured.
- ParkMobile is a multi-channel call center with in-house phone, email and social media support.

A unique aspect of ParkMobile's customer support philosophy is in their use of social media to maintain real-time immediate contact with 12+ million members. They view social media as a key way in which to engage and interact with their membership, including constant monitoring of social media comments to understand needs and support requests. Through this real-time interaction, ParkMobile is not only able to mobilize and deploy new markets and functionality more quickly, but maintain industry leading OnDemand customer satisfaction scores.



6) Additional Integrated Services

The vendor must incorporate additional integrated services and pricing to their proposal, including but not limited to:

a) Digital virtual permit management system for monthly, residential, visitor and other parking related permits:

> The whole life cycle of a permit must be automated.

T2 Response: T2 Flex and FlexPort allow for preset permit sales for monthly, residential, visitor permits.

Registration, application, (auto renewal) payments, approval (if applicable), and issuance must be performed online.

T2 Response: T2 FlexPort can be configured to allow a permit request (registration and application) & payments online. Flex allows for permit auto-renewal and payments for those renewed permits can be taken online. Options exist for setting up customer recurring credit card options when the City uses an approved Internet Payment Gateway.

Permits can be assigned to the vehicle's license plate number, send to the permit holder's smart phone or other mobile device or printed at home.

T2 Response: T2 Flex and FlexPort allow a vehicle's license plate number to be a credential. In addition, permits can be printed at home or a document sent to a smart phone or other mobile device.

> Online personal account for permit holder to update information and manage their account.

T2 Response: FlexPort allows for customer update of their account information.

> Waiting list and mass email functionality.

T2 Response: Both T2 Flex and FlexPort allow for waiting list functionality. In addition, T2 Flex has several options for mass email mailing depending on the situation.

System must allow for more than one vehicle license plate to be associated with one permit

T2 Response: T2 Flex allows for more than 1 vehicle to be associated with one permit. In addition, the City has control over the number of vehicles allowed.

b) Central database repository for aggregated parking data (analysis), central enforcement and integration of several parking methods and technologies, such as but not limited to:

- Mobile payments for parking system.
- Pay by plate
- Digital permit system
- > Enforcement.

T2 Response: T2 Analytics Dashboard allows for aggregated data analysis.

c) System should have the capability to provide future implementation of access for mobile payment users to gated parking facilities via the methods outlined below if the need arises:

> QR Code, either via scanning within a mobile app or scanning at the gate.



T2 Response: ParkMobile complies.

ParkMobile's mobile application allows members to use QR Codes for scan in entry and exit to gated facilities.

Their industry leading 350+ mobility sector integrations demonstrates their ability to work via open APIs with any PARCS vendor(s) the City of Gainesville may select now or in the future.

> Near Field Communication (NFC).

T2 Response: ParkMobile complies.

ParkMobile's mobile app allows members to use NFC technology to commence parking sessions as well as communicate parking details. Our entire team is ready to work with the City of Gainesville to deploy NFC tech, if required.

> RFID or Proximity Cards.

T2 Response: ParkMobile complies.

ParkMobile's mobile app allows members to use RFID and Proximity Cards for scan in entry and exit to gated facilities.

License Plate Recognition (LPR).

T2 Response: ParkMobile complies.

ParkMobile's mobility solutions are integrated with major LPR vendors in North America, including Genetec for municipal parking operations.

d) Event permit system, either via mobile payments for parking system (temporary event rate override of regular parking rates).

T2 Response: ParkMobile complies.

ParkMobile has an event override solution and they deploy the reservations platform for events like the State Farm Arena, Mercedes – Benz Stadium (both in Atlanta), the Charlotte Motor Speedway, as well as for the Super Bowl, including the one this week in Atlanta!

e) Integrations with all major meter equipment, ticket software applications and sensor technology providers.

T2 Response: ParkMobile complies.

ParkMobile's mobility solutions are integrated with major meter equipment, ticket software applications as well as sensor technology vendors in North America.

Both ParkMobile and T2 are ready to integrate with any parking technology vendors the City of Gainesville may identify through this procurement or in the future.

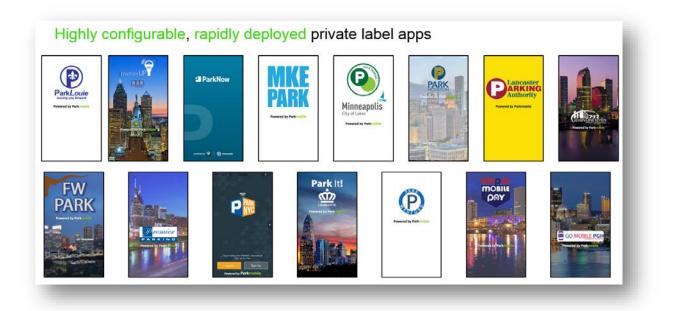


ParkMobile Additional Integrated Services

Highly Configurable Platform with Standard and Private Label Success

ParkMobile leads the industry in customizable as well as private label smart phone applications. Many ParkMobile partners choose to use their standard app and customize for their needs. Other partners choose to create a private label app. The Gainesville team will have the option to choose to start with the standard app or create a private label app such as several of their existing municipal partners detailed here and on the next page.

Examples of their industry leading customized apps include the cities of New York City (ParkNYC), Charlotte (Park It!), Medford, MA (Park Medford), Minneapolis (MPLS Parking), Premier Parking (off-street operator) in the southeast, St. Louis (ParkLouie), ParkLancaster, Milwaukee (MKE Park), Fort Worth (FW Park), Pittsburgh (Go Mobile PGH), Mapco (off-street operator) and Houston, TX (ParkHouston).



City of Houston (ParkHouston) iOS Parking Session Screenshots





Regardless of standard or private label deployment, ParkMobile provides the best mobility solutions and parking functionality in the industry to their public and private sector partners.

They deliver to OnDemand mobile parking operations:

- Innovative Features: Gainesville will have access to their full suite of mobility services allowing your patrons to identify and pay for parking from any WiFi enabled devices.
- A Branded Application: their private label apps deliver all the functionality of ParkMobile's standard native apps, including regular updates and access to their entire network, particularly ParkMobile's active users in your region.

ParkMobile's private label open architecture means their existing users are able to use any of ParkMobile's smart applications to park anywhere in the US!



MOBILE TICKETING SOLUTION

The City desires to promote the integration of modes by facilitating access to transit for all users. At a minimum the desired system should:

- Provide multiple options to register or login;
- > Provide server-based time settings; not locally set according to phone time;
- > Operate in both Android and iOS platforms;
- Auto-recognize language of phone and default to that language;
- Be able to handle international users;
- Be ADA compliant;
- Provide a minimum of two (2) dynamic elements such as QR codes, countdown timers, timestamps, etc;
- Provide for electronic validations:
 - Validators must be able to read and authenticate tickets via NFC and QR codes;
 - System must be able to extract live data from the validators and create reports in the backend system;
 - Validation of fares should be accomplished within 600ms or less regardless of the method used.
- Enable the purchase and management of multiple passes. The application must have a dynamic ticket manager to view purchased and stored tickets; and which should be able to activate one or many tickets at a given time;
- Provide multiple fare options; provide for agency-specific fare structures for specific groups (i.e., students; seniors; veterans; etc); provide for the implementation of a couponing system wherein an entity can issue digital codes to subsidize or discount transit fares through the application;
- Provide for a closed-loop stored value accounts where riders may load and deduct funds as rides are purchased; and the stored valued account system should allow the City the option to set minimum load requirements as well as automatic recharge thresholds.

T2 Response: The T2/ParkMobile solution take exception to this requirement. Our offering does not include this transit application.



PAYMENT PROCESSING, REPORTING, RECONCILIATION AND CASHIER SYSTEM (INOVAH) INTERFACE

1. CUSTOMER SUPPORT

The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

The proposed solution must include a user-friendly, secure, online permit purchasing portal as well as a mobile app. These features should accept credit, debit, and more. Wait list capabilities must also be provided. Parker status should be controlled through the back office system, so that VIP, scofflaw, or parking privilege rules can be configured and automated within the system. The envisioned system must also allow administrators to set pre-qualification requirements for permit purchases, where parkers can upload requested documentation for specific parking privileges.

Support should be immediately available over the web or by telephone and should be guaranteed for the tenure of the contract. Support services included in the implementation part of the contract are to include, at a minimum, the following:

> Seamless portage of all existing data into the new system and satisfactory parallel testing

T2 Response: Compliant. The City is an existing customer; this implementation would not require portage of data.

Creation of import/export files to Florida DMV and multistate jurisdictions for vehicle ownership information and license plate tagging.

T2 Response: Compliant. The City is currently utilizing T2's Florida DMV integration. The City can also use our Retrieval of Vehicle Registration (RoVR) services to obtain registered owner information from 40+ states outside of Florida. RoVR allows organizations to send files to the T2 RoVR server containing unassigned vehicle/citations that require customer lookup. T2 Systems charges a set fee for matches found, but does not charge for records that do not return data. When matches are found, a file is returned to the organization for import.

Creation of export files to City's website for our online payment system and any modifications necessary to accept the currently structured import files. We use INovah cashiering system from Systems Innovators and we do not plan to change our cashiering arrangement. Data upload into INovah will be in the following format:

Detail Record Characters Citation Number 10 License State 2 License Number 10 Payment Date 8 yyyymmdd Actual Payment Date 8 yyyymmdd Payment Sign 1 + or -Payment Amount 6 xxx.xx Register Id 3



Receipt # 6 Method of Payment 1 Check # 6 xxxxxx Totals Record Characters Record Type 10 Number of Tickets 5 Total Payments 9 Total Payment 9 xxxxxx.xx

T2 Response: Compliant. The City is currently interfacing with INovah to export payment information.

2. SALES AND CASHIERING

All receipts should have the ability to be configured and printed or electronically sent to a customer. A webbased interface must allow for easy processing of many types of transactions. Customer payment options should include, but are not limited to, phone (interactive voice response [IVR]), mobile app, computer, kiosk for walk-in payments. Alternative payment method shall be included for non-technical customers.

A built-in cashier closeout system must be included and provide the following:

Start of shift cash count

T2 Response: Compliant. The start of shift cash count is recorded in Flex.

End of shift cash count

T2 Response: Compliant. The end of shift cash count is recorded in Flex.

> Automatic reconciliation between cashier transactions and recorded revenue

T2 Response: Compliant. Cashier transactions and recorded revenue will automatically be reconciled.

Second level cash count recount and review

T2 Response: Compliant. Additional reports are available for reconciliation of a cash drawer before and after the initial reconciliation is complete.

> Overall cashier revenue summary and review

T2 Response: Compliant. Overall cashier revenue summary and review provided in Flex.

Bank deposit reconciliation

T2 Response: Compliant. Bank deposit reconciliation information provided in Flex.

Spot check audit support

T2 Response: Compliant. Additional reports are available for reconciliation of a cash drawer before and after the initial reconciliation is complete.

Support for coin collection from meters

T2 Response: Compliant. Flex supports coin collection through miscellaneous revenue entries.



The City will collect all mail and walk-in parking citation and permit payments directly, while the successful Vendor will be responsible for all website payments. All monies received by the Vendor will be transmitted and interfaced daily with the City's iNovah cashier system.

T2 Response: Compliant. The City will be the merchant of record for the FlexPort payments received. All payment information will be stored in Flex and exported to INovah.

The Vendor will be responsible for mailing failure to pay follow-up collection notices, and be responsible for issuing DMV vehicle registration holds on unpaid parking tickets based on the City's established policies.

T2 Response: Compliant. Citation Services takes on the responsibility of sending correspondence to customers, with responsibilities for generating, printing and mailing delinquent parking violation notices and follow up letters. This includes postage. Reminder notices, Delinquent notices, Partial Payment Notices letters and mailed within the timeframe set by the City.



3. ONLINE SUBMISSIONS

The System shall have capability of allowing residents to request passes on-line and provide electronic copies of City approved verification documents for administrative approval.

T2 Response: Compliant. FlexPort accepts online permit requests to be approved or denied by City staff. All request information is stored on the customer profile within Flex.

4. QUERIES AND REPORTS

A robust Reporting Module must be included that provides user-friendly methods to retrieve, display, and utilize system data, including queries, reports, and dashboards. Authorized staff should have the ability to modify, edit, and create reports with any data stored within the system. Queries and reports should be able to be saved for the future and exported in any standard format. Training on the reporting features should be provided during implementation and on an as needed basis. Audit control of all permits types shall be performed from activations, deactivations, or suspensions.

T2 Response: Compliant. T2 Flex offers several reporting options. Each option allows for varying levels of flexibility in developing the report. The options below are listed in order from basic to advanced reporting.

- Report Manager allows for the City to generate reports on demand or scheduled to run. Report manager comes with over 100 standard reports. An additional 400 reports are available through the report library. (Report library is available at no additional charge.) Adhoc (custom) reporting is also supported. The City will be able to create their own reports as well.
- Query Manager allows for a user to follow a wizard to create a query. Alternatively, users can overwrite the wizard with a SQL statement. Queries can be initiated on demand or scheduled to run. Queries are often used to populate the dashboard and export data to DMV agencies and other third party solutions.
- Search feature allows information to be located by searching on key fields.
- Finder tool allows a user to create mini queries with defined outputs. Mini queries can be saved and accessed later. This is a favorite of customer service representatives.
- Crystal Reports is offered as an ad-hoc reporting tool for use with T2 Flex. A named user license for developing reports is included with the Flex subscription. Once Crystal Reports are loaded in T2 Flex (for reports and letters), users do not need the Crystal Reports software to run the reports or generate letters. T2 Flex comes standard with over 100 different reports.
- Dashboard functionality equips users with up to date, graphical widgets that enable quick and easy data analysis so parking operations can focus on driving performance, not measuring it.

In addition to the reporting needs outlined in previous sections, the preferred system will:

> Provide online report generation capability to create reports daily, monthly, quarterly, and annually as may be needed by management and/or auditors.

T2 Response: Compliant. The City can define the report data range.



Provide reports listing types of permits sold by type, amount, payment type, date, location, permit holder, and active status. Reports should cross reference multiple data sets.

T2 Response: Compliant. Flex reporting can provide the above information and cross reference multiple data sets.

Provide reports in graphical display of report holders by type based on permit holder locations and permit reads in the field. Reporting should include mapping and geo-locations.

T2 Response: Compliant. Permit & Enforcement data can be viewed in a Graphical display provided using our Flex dashboard widgets. In addition, to view data from your Luke Pay Station and ParkMobile mobile payments, as well as, your permit and enforcement data, you will be able to use the recommended T2 Analytics dashboard.

> All reports shall be converted or exported in CSV, Excel, or PDF formats.

T2 Response: Compliant. All reports can be exported in CSV, excel or PDF.

- > The system should have a number of built-in reports, to include the following:
 - Accounts receivable
 - Monthly transactional totals by location
 - Monthly transactional totals by issuer
 - Monthly transactional totals by date
 - Revenue reports daily, weekly, monthly, quarterly
 - Late notices and dunning letters in 8 1/2 x 11 format

T2 Response: Compliant. All reporting is available in Flex. Late notices and dunning letters may include configurable components in template.

In addition to Flex queries & reports, T2 is proposing T2 Analytics Dashboard.

T2 Analytics

New for the City of Gainesville, T2 Analytics is a comprehensive platform for analyzing parking and related data. The City can consume, share and use your parking data analytics to tell great data stories and support smart business decisions.

T2 Analytics transforms your data into informative dashboards and widgets that are easy to read, share, and customize. By gathering and analyzing parking data from all of your parking operations into one location, T2 Analytics provides you with actionable information and insights to increase revenue, streamline processes, improve efficiencies and increase customer satisfaction. Regardless of the size of each operation, these powerful analytics provide a more complete picture of the performance of your operations and create even greater business value.



T2 Analytics will help you work smarter. By leveraging the data amongst your team, they can consume, share and use analytics on an individual or group basis.

T2 Analytics includes multiple individual products and we will continue to develop this platform to allow greater efficiencies of parking operations. Each product stands alone and you can subscribe separately. You can access all products through a PC, laptop, tablet or any mobile device.

T2 Analytics Dashboards (Proposed)

- Access to dozens of pre-built, interactive dashboards based upon common key performance indicators (KPIs)
- These dashboards will visualize your financial data and operational efficiencies in a new way, with both historical and current views
- Unique features that provides data insight automatically to help spotlight opportunities
- Your dashboards with be automatically populated with bullets explaining your data. These narratives will help build customer Executive Summaries just cut and paste
- Monitor your performance with "Pulse" notifications a feature that watches your data for trends and inconsistencies
- Pre-built dashboards are created or updated regularly based upon customer feedback and requests
- Unlimited viewer access

What problem does it solve: Extends the current single product dashboards and widgets into the multiproduct T2 LINK realm. Provides a cleaner and more feature rich implementation that allows the City to drill into the data as needed.





5. USER QUERY FUNCTIONS

The System shall provide search and inquiry capabilities that allow authorized users to retrieve parking permit data by entering the appropriate data into fields such as license plate or permit number, resident name or permit holder, address, telephone number, type of permit, street names, and address ranges that are eligible for permits.

Keyword Search: Users should be able to make inquiries by street name and number, and the System should clearly indicate whether or not the address is included in a permit area and eligible for permits. The System should also be able to note any exceptions or restrictions to addresses included in the database and shall include the days of enforcement.

T2 Response: Compliant. Property records in Flex provide this functionality to support residential permitting.

Query Results: Cross-reference information should be displayed for the permit and permit holder, such as the license plate, name and address of the permit holder, the permit area, type of permit, fees paid for permits, telephone numbers, e-mail address, and other information determined by the City.

T2 Response: Compliant. Permit records display vehicle, customer, and valid locations/properties and payment information in associated content managers. Permit type is included on the permit record. Contact information is displayed at the customer record level.

Database/Validation: The System shall have the capability of storing addresses including street names and numbers by designated permit area for inquiry purposes to determine whether or not specific addresses are eligible for purchase of parking permits.

T2 Response: Compliant. Properties will be stored in Flex. Permit eligibility will be determined as customers are linked to properties.

Permit Restriction: The System should also have the capability to restrict the issuance of a permit should the number of permits for a particular location or area be exceeded. If the maximum number of permits has been exceeded for a particular area, the System must accommodate the need for a waiting list.

T2 Response: Compliant. Flex can restrict the number of permits available for any type of permit. Waitlists can be used when the maximum number of permits have been exceeded for a particular area.

6. CITY QUERY FUNCTION

The City shall be able to access the System online in real-time mode and shall contain at a minimum, but not limited to the following:



- 1) Parking Permit Records:
 - i. Account Number
 - ii. Owner Name
 - iii. Address
 - iv. Telephone number
 - v. Notes (a free form text field for capturing information about a violation, special exception, etc.)
 - vi. Transaction dates
 - vii. License plate number of vehicle being permitted
 - viii. Date permit issued
 - ix. Expiration date of permit, permit numbers
 - x. Permit status
 - xi. Permit type
 - xii. An indication if parking citations exist on the license plate
 - xiii. Fees paid by amount, source/method of payment, and payment processing date

T2 Response: Compliant. Flex can capture, at minimum, the listed fields on permit records.

System shall link permits to vehicles and addresses and permit owner. The scanning technology in the field shall identify and electronically read the permit and determine if outstanding tickets remain unpaid and any other parking permit related revenue balances are due to the City.

T2 Response: Compliant. Flex is a relational database allowing permits, vehicles, valid locations, and customers to be linked. Enforcement officers in the fields can review permit details and determine if the vehicle has outstanding citations. Outstanding permit balances will be displayed on the permit record in Flex.

The System shall be capable of tracking current payments due and payments that are delinquent. The System shall provide real time confirmation to field devices on the status of passes that are active, deactivated, or delinquent for enforcement purposes.

T2 Response: Compliant. Outstanding permit balances will be displayed on the permit record in Flex. The Mobile Enforcement App receives real-time permit data in the field to provide permit status details.

The System shall be capable of producing an aging report on all permit billing activities.

T2 Response: Compliant. Outstanding permit payment information is available for reporting from Flex.

7. AUTOMATED NOTIFICATIONS

An easy-to-use Communication Designer must be provided that generates email, letter, or text message notifications manually or automatically based on settings created by administrators. Triggers for automated communication should be able to be configured based on a variety of parameter combinations, including customer data and sales histories, and must be able to be scheduled to send immediately, in the future, or at regular intervals. All data stored in the system should be available for use in customer communication including citation images, GPS locations, and custom fields.



T2 Response: Compliant. Task scheduler allows the City to create and schedule both custom and pre-defined tasks for automatic, unattended execution.

The envisioned system would provide a mass email function, where mass emails can be edited and sent through filtered sets of customer email addresses that are stored in the database. Editing should be able to be done on a group basis or by individual email/letter/text. The system must allow users to respond to and track individual question or complaint emails.

T2 Response: Compliant. Mass email functionality allows the City to edit and send email based on query-defined sets of customers. Emails can be sent to a group or an individual and will be stored in Flex.

All customer communications must be automatically recorded and attached to customer accounts for future reference.

T2 Response: Compliant. Emails will be stored on the customer record in letter history.

8. INTERFACING

The proposed solution should seamlessly integrate with other information and parking management systems, providing two-way batch and real time data transfer of customer, citation, housing, payroll, financial, in-state and out-of-state DMV, and other types of data. The system must have the ability to deliver interfaces with any system with which the parking operation chooses to share data, including but not limited to access control providers, multi space meter pay station companies, and mobile payment applications. The cost of these interfaces, including the real-time exchange of data, should be included in the subscription.

T2 Response: Compliant. Flex can export and import files to interface with other systems of record. T2 can provide an interface for the above stated integrations. All existing interfaces will be remain as in use today and included in subscription pricing.

The City desires an integrated service solution to parking management and citation and payment processing. The preferred solution will include either hand-held devices, smart phone applications, tablet applications, mobile data terminals or a combination of all for parking management and ticket issuance. The preferred solution will also have data download capability. Real-time, online access by public safety officers, parking management office, and the City's Budget and Finance Department, to administer and coordinate a comprehensive on-street parking management program, in a user-friendly reporting structure, will also be required from the preferred solution. The City may use the System to provide enforcement functions at off-street locations based on various parking and usage rules to manage these facilities.

T2 Response: Compliant. T2 is proposing an integrated solution for parking and citation and payment processing. The Mobile Enforcement App communicates with Flex in real-time to provide the most current information to City. Flex displays real-time information across all users. New locations may be added to the existing Flex instance to properly enforce parking and usage rules to manage these additional facilities.



9. SYSTEM HOSTING AND SECURITY

The system should be fully hosted by the vendor on a secure hosting platform that provides features such as frequent backups, network isolation, physical security, and access monitoring and logging. Access controls should also be provided to protect data access by unauthorized users. Handhelds must utilize point-to-point encryption and all credit card transactions should be handled and processed directly by the chosen payment gateway. No credit card data should be stored or processed by any component of the system.

T2 Response: Compliant. We are proposing a hosted solution. T2's hosting environment is housed by Expedient Data Centers. Expedient's Indianapolis, Indiana Data Center is one of the country's most advanced enterprise-class facilities. Located in the northern suburb of Carmel, Indiana, this SSAE-16 compliant, 38,000 square-foot data center facility was engineered with the technology and security needs of businesses in mind.

As a T2 hosted customer, we provide, Windows security patches, Oracle patches, anti-virus updates and upgrades, network firmware upgrades, server and other hardware upgrades, Flex upgrades.

Data is encrypted between the Mobile Enforcement App and our back-end systems using standard SSL/ TLS encryption.

All payments will be processed through the chosen payment gateway and we do not store or process credit card information by any component.

10. IMPLEMENTATION AND TRAINING

The proposed system must thoroughly cover all of the client's needs for implementation, including on-site and ongoing training, data conversion, and thorough client support.

A quality assurance (test) application must be available during implementation and continuing throughout the entire contract term.

The vendor must also provide training for end users, including, but not limited to a frequently asked questions (FAQ) section and/or instructional videos on the vendor's website.

The vendor must provide examples of deployment plans with other clients that include the following:

- Development schedule.
- > Testing schedule.
- Rollout schedule.
- Marketing schedule.
- > Training schedule.

The vendor must provide a tentative deployment schedule for the City that includes all services.

T2 Response: Compliant. As the City is an existing T2 customer, there would not be any required implementation included in this project.

On an on-going basis we provide a recorded training library with courses on all T2 solutions and configuration as well as release training on new features. Other training opportunities are available at an additional cost:

• Online WebEx training



- Onsite training provided based on customer needs
- Classroom training sessions at our annual Connect conference

ADDITIONAL REQUIREMENTS AND CONSIDERATIONS

In addition to the specifications listed in the previous sections, the vendor should address the following in their proposal:

- a) SUPPORT
 - What is your support model?

T2 Response: Please see attached Service Level Agreement.

How do you facilitate onboarding?

T2 Response: As an existing T2 customer, we can provide additional training as needed. We are proposing system consulting as part of this response.

> Can you provide SLAs that guarantee a certain level of service?

T2 Response: Please see attached Service Level Agreement.

> Is there a knowledge base available after GoLive?

T2 Response: Yes, we provide Flex Online, T2 Knowledge Base and the T2 Customer Community.

Are version upgrades, patches and security updates automatically handle by the vendor? If not, please describe.

T2 Response: Yes, T2 releases major product updates approximately twice / year and releases hotfixes and patches on a bi-weekly cadence. T2 works with customers to keep their Flex instances up-to-date. T2 coordinates with customers to complete upgrades in mutually agreeable maintenance windows.

> Would there be a testing environment available?

T2 Response: A test environment is available. Please see quote for cost.

b) INFRASTRUCTURE AND BUSINESS CONTINUITY

> Who owns the infrastructure upon which your SaaS product is built?

T2 Response: T2 owns the equipment. Equipment is located in dedicated leased cabinets in a shared colocation facility run by Expedient.

How do you test your disaster recovery process and procedures?

T2 Response: Please see attached Disaster Recovery Plan.

> How often do you test your recovery process and procedures?

T2 Response: Please see attached Disaster Recovery Plan.

- What is your recovery time objective (RTO)?
- T2 Response: Recovery time objective is 72 hours.



Is your infrastructure dispersed; are your primary site and your disaster recovery site geographically separated?

T2 Response: The primary and DR site are over 100 miles apart.

c) COMPLIANCE AND SECURITY

Is the vendor SAS 70, SSAE 16 & SOC 2 or SOC 3 compliant? Is there a SOC 3 report available for review/distribution?

T2 Response: The Expedient colocation facility is SSAE 16 compliant. SOC 3 report attached.

> If the product is processing credit card information, is the product PCI compliant?

T2 Response: T2 Systems is listed as a PCI DSS Level 1 Service Provider.

> What security guidelines and audits does the colocation or hosting provider follow?

T2 Response: T2's hosting environment is housed by Expedient. Expedient is a SSAE-16 audited facility.

> What security is in place at the colocation or hosting provider's facilities?

T2 Response: Expedient uses the highest possible security measures at all of its data center facilities. Security features at the Indianapolis data center include:

- Single point of entry and exit
- Attended security desk for visitor authorization
- Biometric access control
- On-demand visitor badge printing
- Escort-only access to computer rooms Individual racks, cages and cabinets locked and monitored by security cameras
- 24x7x365 monitoring by Expedient staff and video surveillance
- Who manages network connectivity, firewalls, log file management, web application firewalls and access and identity management?

T2 Response: All systems are managed by T2 internal staff. T2 uses a 3rd party SIEM vendor for log monitoring.

> Does the vendor have a protocol for handling emerging threats, zero day exploits and vulnerabilities and how does the vendor facilitate quick protection of the SaaS solution?

T2 Response: All servers in the T2 Environment are protected using Symantec Endpoint Protection set to perform a full scan at least once per week. T2 employs a network intrusion detection system and web application firewall on all critical external network connections and uses file integrity monitoring on servers to track unexpected changes to critical system files.

> Is the connection to the SaaS product secured? How?



T2 Response: T2 employs standard SSL / TLS Encryption.

- d) 4. DATA
 - > Is the data hosted within continental US?

T2 Response: Yes

Please define your data ownership model as it relates to data generated/collected during the usage of the application.

T2 Response: The customer retains ownership of their data at all times. At the end of the agreement, data will be provided to the customer in the form of an Oracle dump file. This file can be transferred securely via SFTP or via a removable storage device provided by the customer.

> Please define your data sharing policy with third parties.

T2 Response: T2 does not share data with 3rd parties.



Additional Questions per Addendum 1

a) What is the vendor support (or integration) with roving LIDAR systems such as Vigilant Solutions?

T2 Response: Our solutions integrate with Genetec AutoVu LPR.

- b) Data questions
 - Import–Can new system import historical data, customer information, payment and transactions?
 - T2 Response: Flex currently supports importing data from external systems.
 - Export–Can historical data be exported. If yes, what are the supported export formats?
 - T2 Response: Flex currently supports exporting data to external systems.
 - Maintenance–What integrations are available to keep the system updated with ongoing changes such as parcels and city zoning?

T2 Response: T2 Flex configuration data is updated by City staff as needed when changes occur such as parcels and city zoning.

• Costs–Are any fees associated with these data import and export processes? What thresholds in size and cost exist for data storage?

T2 Response: Any T2 provided custom import/export processes would require scoping to determine the specific requirements and determine pricing.. T2 does not restrict the import/export size. Additional cost may be incurred if data storage exceeds 20 GB.

• DMV connection/integration for parking citations?

T2 Response: The City's Flex database is currently integrating with the Florida DMV for parking citations.

- c) Access/Support:
 - Does system support single sign-on (SSO) with our existing AD system?

T2 Response: Flex supports authentication with LDAP. FlexPort supports authentication with LDAP, CAS and Shibboleth.

- d) Reports
 - Can current T2 reports be converted to work with the new system or will they need to be rebuilt?

T2 Response: The current reports exist in the City's existing Flex database.

• What is the support level/process/cost for the creation of new reports?

T2 Response: T2 sells report bundles (including five report credits). If a requested report is more complex, more report credits will be used. The City will contact support to have T2 create the requested report. Reports can also be created by the City using Crystal Reports.



- e) Payments
 - o How will the system align with current City payment processors?

T2 Response: FlexPort currently integrates with First Data for credit card payments received online.

• Is it compatible with iNovah cashiering system?

T2 Response: Flex currently interfaces iNovah cashiering system.

Additional Items per Addendum 2

• Provide a listing of all reports available in your system and samples of the reports associated with deposits and invoicing for reconciliation purposes.

T2 Response: See a reports listing at the end of the Appendix.

• Provide information about the typical turn around and costs associated with the production on new reports.

T2 Response: T2 sells report bundles (including five report credits). If a requested report is more complex, more report credits will be used. The City will contact support to have T2 create the requested report. Turn-around time will vary based on the complexity of the report but should not exceed 2 weeks. Reports can also be created by the City using Crystal Reports.



Price Proposal



ParkMobile OnDemand Pricing:

All ParkMobile's Standard Terms and Conditions Shall Apply to this Pricing Proposal	Fees
Security & Support Fees	Waived
Hosting Fee	Waived
Maintenance Fee	Waived
Basic Setup Fee	Waived
Decals and Off-Street Signs	Waived
Data Costs	Waived
<u>Option 1:</u> Mobile Payment Transaction Fee (Charged to Customer)	\$0.25*
<u>Option 2:</u> Mobile Payment Transaction Fee (Charged to Customer) with \$0.05 Revenue Share to City	\$0.30*
<u>Option 3:</u> ParkMobile Wallet Payment Transaction Fee (Charged to Customer) Merchant Processing Fees Included	\$0.20

* Under Options 1 and 2 City or ParkMobile can be Merchant of Record (MOR). If ParkMobile is MOR, Merchant Processing Fees are: \$0.15 plus 3 % per transaction.

ParkMobile OnDemand Services Provided at No Additional Costs

ParkMobile agrees to host and maintain Gainesville's Smart Parking Program at no additional costs.

ParkMobile agrees to provide both a Call Center and Customer Support at no additional costs.

To demonstrate their commitment to the success of Gainesville's Smart Parking Program, ParkMobile agrees to cover all social media, standard marketing and advertising costs.

ParkMobile agrees to provide Gainesville with free access to their integrations with meter manufacturers as well as enforcement and LPR manufacturers so that seamless enforcement of smart parking transactions continues to occur.

As a backup to the free integrations, ParkMobile agrees to provide Gainesville with a cloud-based enforcement portal with secure credentials to validate active OnDemand smart parking sessions for each of your location(s) where your smart parking services are made available.

ParkMobile agrees to provide Gainesville with free access to their new **ParkMobile 360 Customizable Self** – **Administration Toolset** with secure credentials to evaluate usage by unique identification numbers established directly for your OnDemand smart parking footprint.



City of Gainesville, FL									
Permit Management & Enforcement for 5 Users / 14 MEA / Online Customer Portal for Perm									
Over the years, our T2 Flex Solution has grown and pricing structures have changed. T2 is ple	ased to	o have enjoyed	a long relati	onship with the City	of G	Gainesville and a	are p	pleased to p	rovide the following details on pricing.
Description	U	nit Sell Price	Qty	Tota		Yr 2		Yr 3	Notes
Current Software									
Flex Professional Edition - Permit Management & Enforcement for 12 Users	\$	2,748.00	5	\$ 13,740.00	\$	14,152.20	\$	14,576.77	
FlexPort Permits	\$	860.00	5	\$ 4,300.00	\$	4,429.00	\$	4,561.87	
FlexPort Enforcement	\$	750.00	5	\$ 3,750.00	\$	3,862.50	\$	3,978.38	
FlexPort Accounts	\$	480.00	5	\$ 2,400.00	\$	2,472.00	\$	2,546.16	
Current Authentication for FlexPort									Current FlexPort Authentication Included at no extra fee.
Current IPG Integration for FlexPort									Current FlexPort IPG Included at no extra fee.
Flex Mobile Enforcement - Public Works	\$	840.00	4	\$ 3,360.00	\$	3,460.80	\$	3,564.62	
Flex Mobile Enforcement - Police Dept	\$	840.00	10	\$ 8,400.00	\$	8,652.00	\$	8,911.56	
eTicketbook with LPR on 1 vehicle	\$	1,850.00	1	\$ 1,850.00	\$	1,905.50	\$	1,962.67	
Flex CheckPayment Enforcement Integration with Iris (Parkmobile)	\$		14	\$ -					Included at no fee.
Subtotal Current Software	++			\$ 37,800.00	Ś	38,934.00	¢	40 102 02	
Proposed New Software				V 07,000.00	Ť	50,554.00	~	40,102.02	
T2 Analytics Dashbaord	\$	4,995.00	1	\$ 4,995.00	\$	5,144.85	\$	5,299.20	
Test instance	\$	3,915.00	1	\$ 3,915.00	\$	4,032.45	\$	4,153.42	
Proposed Professional Services									
Project Management	\$	5,940.00	1	\$ 5,940.00					
Consulting, System Analysis	\$	18,675.00	1	\$ 18,675.00					
T2 Analytics - Dashboard Activation	\$	2,245.50	1	\$ 2,245.50					
Professional Services Trip Charge	\$	630.00	1	\$ 630.00					
Travel Expense Estimate - Actuals will be invoiced	\$	2,000.00	1	\$ 2,000.00					
Flex CheckPayment Implementation	\$	200.00	14	\$ 2,800.00					
Online Access to Recorded Training for all staff			1	\$ -					Included at no fee.
Total of Current Software plus proposed New Soluitions				\$76,200.50		\$48,111.30		\$49,554.64	
Note: Smart Devices for use with the Mobile Enforcment Application will be the current device			s used by the	City.					
Subscriptions and pricing for other T2 Solutions (Pay Stations with Digital Iris) are not include	d here.								
Pricing for ParkMobile Soltuions priced seperately.									
T2 Hosting included.									



Qualifications

T2, along with Parkmobile, understand the City desires to implement a mobile pay solution to manage all of its parking assets including on-street parking, parking lots, parking garage and other public parking facilities such as those available in City-owned parks and facilities as the need arises. The City also desires to implement a parking management solution to facilitate parking enforcement.

To that end, T2 offers the following partnership:

ParkMobile, LLC (ParkMobile) is the most innovative and successful mobility solutions provider in the world. Headquartered in Atlanta, ParkMobile is a privately held company that began operations in the United States in 2009.

ParkMobile is the OnDemand (pay as you go) smart parking partner for 39 of the Top 100 cities in the US.

By the Numbers: ParkMobile is the Industry Lea	ader
Transactions Initiated yearly in the US	70+ Million
Registered Users	12+ Million
On-Demand Spaces	6+ Million
Annual ParkMobile Reservations Processed	1.4+ Million
Monthly App Downloads	1+ Million
Monthly New Registered Users (90%, of downloads, highest in the Industry)	400,000+
Locations Across the U.S.	3,000+

Moreover, their zone parking services are available in 7 of the top 10 cities in the United States; no other vendor comes close to this level of national coverage. Today, ParkMobile serves over 3,000 locations and has 12+ million members in North America. **ParkMobile regularly processes over 250,000 transactions in a single day; this is more transactions than most of their competitors see for an entire month!**

ParkMobile and T2 deliver our integrated mobility services to 60,000+ university and municipal parking spaces across the United States. Together, T2 and ParkMobile is ready to deliver ubiquitous mobility solutions to Gainesville, including web payment options, IVR, reporting (including parking system inventory), marketing, customer service as well as full data and export integrations.

Partner	Contract Award/ Completion Date	Number of Spaces
West Palm Beach	6/1/2012 - Present	2,100
Tampa	3/7/2013 - Present	2,900
Lake Worth	4/1/2013 - Present	800
Miami Beach	5/1/2014 - Present	14,500
Lakeland	10/1/2014 - Present	2,800
St. Pete Beach	1/1/2015 - Present	1,300
Palm Beach County Parks and Recreation Dept.	1/1/2015 - Present	750
Orlando	2/1/2015 - Present	1,000
Clearwater	7/1/2015 - Present	2,100
Palm Beach	11/1/2015 - Present	500
St. Petersburg	12/22/2015 - Present	2,600
Dunedin	9/1/2016 - Present	600
Hollywood	10/1/2016 - Present	3,600
Delray Beach	1/3/2017 - Present	1,400
Treasure Island	2/7/2018 - Present	450



Innovative Park Mohile	OnDemand/Zone Parking	Mobility Solutions
innovative rarkiviobile	OnDemanu/Lone Farking	2 Mobility Solutions

Smart Mobility Solution	Compo Is this a Pa	obile vs etition: arkMobile olution?	Solution Description
	Yes	No	
Combined On – Street OnDemand (Zone Parking) and Off – Street (Reservations)	P		ParkMobile pioneered this innovative feature in 2017. Their 12+ million members can find and pay for any on – street space or reserve off – street spots through their platform using the same smart device application. No other vendor comes close to delivering this level of smart technology to customers.
PCI – DSS v3.2 Level 1 Service Provider Compliance and Certifications	P		ParkMobile is the only v3.2 Level 1 Service Provider in the mobile parking industry. Many of their competitors use third parties to satisfy these rigorous security requirements. ParkMobile's latest Attestation of Compliance (AOC) is available upon request.
Customizable ParkMobile 360 Self – Administration Reporting Portal	P		ParkMobile launched off – street Self – Administration in 2017 and in 2018 they expanded this solution to on – street operations. Their 360 Self – Admin functionality allows your staff to manage many OnDemand operations in real – time.
Parking Availability	P		ParkMobile introduced their in – app parking availability functionality in 2018 and are the only vendor with this innovative feature. ParkMobile Pro members in 100+ markets across the United States use this feature to identify parking in route to their destinations.
Marketing and Social Media Support at No Additional Costs	P		ParkMobile delivers full marketing and social media programming at no additional costs. <u>Many of their competitors</u> <u>hide these fees and will charge you once deployed!</u>
ParkMobile Delivers the Indu	ıstry's Most I	Flexible Smar	t Parking Platform
Dynamic Pricing Flexibility for Any OnDemand Zone Parking	(ParkMobile was the first mobile parking provider to deliver dynamic pricing options to their OnDemand zone parking partners. Gainesville can adjust on and off – street parking rates at any time using their customizable platform.
Smart Parking Technology Integration Partners			ParkMobile has the most parking integration partners, with over 350 to date. Their OnDemand partnerships include every leading Merchant Service Provider (MSP) in North American as well as all major enforcement and License Plate Recognition vendors like Genetec.
Customizable Real – Time Parking Discounts and Validations			ParkMobile members are able to redeem and/or validate parking sessions using their combined platform for on and off – street parking. They deliver these services in real – time, so Gainesville customers will be able to receive parking discounts with their very first ParkMobile transaction!



T2 Company Overview

T2 Systems was founded in 1994 with one simple goal: make parking better. We accomplish that by focusing on our customers, which means giving you more solutions to make parking management as seamless as possible. We've worked hard for more than two decades to build a platform of services that are geared toward increasing efficiency, improving ease of parking management and boosting revenue for our customers. Our unified parking management platform is the industry's most comprehensive solution suite, period. This powerhouse, customer-focused technology puts all the tools you need at your fingertips, with one place to manage:

- Permits
- Enforcement
- PARCS
- Multi-space Pay Stations
- Business Intelligence
- Vehicle Counting
- Citation Services
- Event Parking

Since our founding, we've established a leadership position in the parking industry and continue to pave the way in new technologies to make parking better. Our company, staff, and solutions have been recognized by a variety of third-party organizations over the years. In 2016, we were proud to be included on Deloitte's 2016 Technology Fast 500 and Inc. 5000's 2016 List of America's Fastest-Growing Companies. While acknowledgment of our achievements is appreciated, what those accolades mean to us is that any success we have achieved is an indication that we are, indeed making parking better for thousands of parking professionals like you. T2 is driven to make the lives of our customers (and, therefore, your customers) easier by partnering with you to deliver mission-critical technology, solutions, and expertise, tailored for your success.

We move forward with the vision to constantly improve parking and provide intelligent parking solutions for every journey.

Partnering for Success

More than 1,650 organizations across North America partner with T2 to utilize available parking more efficiently, streamline operations, improve customer service and significantly increase parking revenue. We serve customers who operate locally, regionally, and nationally—many of whom are parking industry leaders and award-winners.

Whether it's enforcing permits on campus, helping to park cars at an event venue, or making sure patients can quickly get to their destination, we have the proven expertise to meet your objectives. We're uniquely positioned to provide a complete parking solution for your organization, centered around your business needs. You'll get the single, unified view you need to deliver success to your parkers.

Our customers play a key role in our success. With everything we do, we rely on our customers and their daily expertise to better the industry alongside us. This means fostering collaborative engagement through the T2 Customer Community, where we keep an open dialogue about what we're doing right, what can make our platform better, and what the future of parking looks like. Customers can also join us at our annual Connect event, where hundreds of parking professionals come together to share best practices, learn about technology and market trends and build business relationships.



We're committed to leading the industry in service and setting the standard for innovation in our solutions and collaboration with our customers.

The T2 Advantage

T2 has proven experience and deep roots in the evolving parking industry. The depth and breadth of industry know-how that our talented T2 staff brings to each project provide our customers with an advantage in the parking business. Our commitment to bettering this industry is evident in our exceptional products and services, through leadership and strong, long-lasting customer relationships.

Our Mission

T2's mission is to be the leader in delivering innovative and reliable technology solutions for parking and transportation that help our customers succeed.

Our Vision

T2's vision is to lead the evolution of our industry by providing smart parking and transportation experiences across any modality.

We support this vision by offering a wide range of reliable solutions through our investments in people, technology, and strategic growth.

Experience

You need a partner who has deep roots in parking industry that understands where the industry has been, where it is now, and where it's headed. Having the right technology partner in place can help you create operational efficiencies, boost revenue, and reveal powerful insights—so you can focus more time and attention on providing the best possible customer experience.

Choosing T2 as your partner gives you a distinct advantage—because we build T2 products to solve the parking challenges, you face now and in the future.

As people become more connected, their expectations will continue to accelerate. Customers want their needs to be anticipated, and to be offered relevant solutions. Your customers expect a convenient experience in all parking interactions—creating seamless journeys with your parking organization.

As you will read in our company profile below, T2 is established, innovative, and capable of supporting your parking operations.

Company – Who we are

1. Company Name and Headquarters Mailing Address **T2 Systems, Inc**

8900 Keystone Crossing, Suite 700



Indianapolis, IN 46240

2. Contact Name, telephone, and email Lynn Braddock 317.524.7483

lbraddock@t2systems.com

3. Company Website URL www.t2systems.com

- 4. Location of Customer Support Staff
- Burnaby, BC and Indianapolis, IN
- 5. Type of Organization (Corporation, Partnership, etc.)

Corporation

6. How long has the company been in business in its current form?

24 years

Our Customers

More than 1,000 organizations across North America partner with T2 to utilize available parking more efficiently, improve customer service and significantly increase parking revenue. We serve customers who operate locally, regionally, and nationally—many of whom are parking industry leaders and award-winners.

Our innovative and scalable solutions are designed to meet the needs of virtually any organization, including:



Whether it is enforcing permits, helping to park cars at an event venue, or making sure patients can quickly get to their destination, we have the proven experience to meet your objectives. T2 is uniquely positioned to provide a complete parking solution for your organization, centered on your business needs. You will get the single, unified view you need to deliver success to your parkers.

Our customers play a key role in our success. With everything we do, we look to our customers to better the industry alongside us. This means fostering collaborative engagement through the T2 Customer Community, where we keep an open dialogue about what we are doing right, what can make our platform better, and what the future of parking looks like. We are committed to leading the industry in service and want to set the standard for innovation in our solutions and collaboration with our customers.



Strength

T2 has proven experience and deep roots in the evolving parking industry. With more than two decades of experience and 250 employees, we have significant experience and resources available to help you reach your goals. Our commitment to bettering the parking industry is evident in our quality products and services, thought leadership and strong customer relationships.

Furthermore, T2 was acquired in 2016 by Thoma Bravo, a leading private equity firm focused on the software and technology-enabled services sectors. Our partnership with Thoma Bravo will allow our team to continue to strengthen our operations and invest in new growth initiatives to increase the value of our business.

ECONOMY

As a T2 customer, the City of Gainesville is part of the largest and most collaborative user community in the industry, where open discussion and constant engagement through a variety of different channels both online and in-person – gives us the opportunity to build a better future in parking together. Our Customer Advisory Boards helps us make decisions and improve the development of our ever-expanding platform.

Our annual Connect conference brings over 400 T2 customers and staff together for dynamic training, presentations from the most respected leaders in the industry, and the opportunity to talk about our latest product updates. The user community also benefits from regional meetings, which provide a more intimate setting at various location across North America where customers can discuss issues specific to their region.

COMMUNITY

T2's culture combines expertise, flexibility and cross-functional collaboration to create a positive and productive work environment. Both our corporate headquarters in Indianapolis and our Vancouver satellite offices are great places to be (as well as work). Our work environments were purpose-designed to meet the specific needs of each type of employee, from programmers to web developers, to hardware engineers to marketing, finance, customer service and management. Employees are eligible to receive a competitive benefits package that includes an employer match RRSP program to all eligible employees, in addition to other comprehensive benefits.

We strive to lead in the communities where we live and work, and philanthropy is one of our core values. The T3 committee (Time, Talent and Treasure) is a team of our employees that works to determine which charities the company should support each year. Per initiatives from our employees all over the country, T2 has supported needy families through Adopt-a-Family programs and the Make-a-Wish foundation.

Staff at T2 Indiana office regularly volunteers at a local food shelter helping to prepare meals to ensure that underprivileged children have enough to eat over the weekend. Additionally, T2'S Vancouver office are avid supporters of Camp Kerry, a non-profit organization specializing in bereavement care.

T2 TEAMS

T2 Systems Professional Services department will be responsible for the implementation process and overall project. Once the solution has been successfully implemented, T2 will transition the City to the Customer Experience team. During the entire process and into the future, the University will work with the Territory Manager and the Core Technology Account Manager, who are responsible for the relationship between the T2 and the University.



The T2 Professional Services team is led by Adam Rausch and is assisted by Zack Harmeyer and Kim Hechinger. Kim overseas the Project Managers and is responsible for assigning the Project Manager. Zack is responsible for managing the technical resources assigned to the project such as the Business Analysts that is part of the T2 Flex Permit and Enforcement solution. As you can see, T2 possesses the resources to guide you through a successful review, consulting, and training.



The Sales team including the Sales Engineer goes through an extensive Scope of Work identification and documentation process prior to the project. This allows our Professional Services team to have insight into upcoming projects in terms of timing and complexity. The Professional Services team will be responsible for approving all Scope of Work documents. Based on the scope and various factors, a Project Manager, Business Analyst, and potentially others will be assigned to the project.

The Assigned T2 Project Manager will be responsible for creating the Project Plan in cooperation with you and Sub Contractors. The Project Manager is responsible for managing all partner subcontractors.

Professional Services Leadership

Zack Harmeyer, Vice President of Professional Services

Zack Harmeyer joined T2 Systems, Inc. in 2009, as a Product Manager in their Indianapolis, IN office. His current role manages the PARCS installation and services resources within the T2 Professional Services department. His team works hard to provide the best implementation experience by delivering the system, designed specifically for your operations, effectively and efficiently.

For over 15 years, Zack has worked in various parking industry roles throughout the country. These roles have included Operations Management, Product Management, Project Management, and Consulting, with responsibilities for municipality and retail parking operations, restaurant and hotel valets, large scale private and public consulting engagements, SaaS product management, and PARCS implementation



management. Zack is a graduate of Indiana University, earning an MBA from the Kelley School of Business.

Kim Hechinger, PMP, Director, Project Management

Kim Hechinger, PMP joined T2 Systems as a Project Manager in November 2011. She is a certified (active) Project Management Professional and has been in project management field for over 11 years. Prior to implementing parking hardware and software for T2, she implemented banking software for Open Solutions/Fiserv. She has served in the Project Manager and Senior Project Manager roles at T2 Systems prior to her current role as Manager, Project Management. She manages the team of Project Managers who work with customers to implement all aspects of their T2 solutions and serves as an escalation point for any project related items.

Relationship Managers

Lynn Braddock – Territory Manager

Lynn Braddock is a Territory Manager with T2 Systems and works directly with clients on a daily basis. Her focus is to help customers maximize their use of T2 products and services and with their parking operation challenges. Lynn has spent her entire working career in the parking industry and with T2 Systems for 21 years. Lynn has a Bachelor's degree from Northern Illinois University. She telecommutes to work each day from her home in northern Illinois when not attending parking conferences or visiting his customers.

317.524.7483

lbraddock@t2systems.com

Yonni Lopez – Core Technology Account Manager

Yonni Lopez is a Core Technology Account Manager for the T2 Flex product line. He has been in the Parking Industry for 15 years and worked in Event Operations Management with the University of South Florida, Tampa, prior to his role as a CTAM with T2 Systems. Yonni is also an alum of the University of South Florida, Tampa, and holds an MA in Adult Education. Yonni is based out of his home in Tampa Florida.

317.524.7441

Yonni.Lopez@t2systems.com

Partners

ParkMobile will be a new partner to this solution offering. In addition, we work with Genetec for support of the previously installed LPR Solution.



Standard Payment Terms

50% of hardware and services will be invoiced at the time booking.

40% of hardware and services will be invoiced at the completion of 3rd party work.

Final 10% of hardware and services will be invoiced at full project completion and Customer acceptance including any balance remaining.

Travel is invoiced upon project completion.

Software subscriptions are invoiced upon activation and annually thereafter.



T2 References

We are pleased to include the local references below:

UNIVERSITY OF FLORIDA

Scott Fox Director, Transportation & Parking sefox@ufl.edu 352.392.8048

- Using Permit Management & Enforcement, likely adding LPR this year.
- Customer since: 1997
- 3 Year Annual Sales: \$223,105+

CITY OF TAMPA

Kelly Stephens Interim Parking Division Manager, Logistics & Asset Mgmt kelly.stephens@tampagov.net 813.274.8946

- Using Permit Management, Enforcement, Pay Stations, PARCS, T2 Analytics Dashboard, & ParkMobile
- Customer since: 2012
- 3 Year Annual Sales: \$247,918+

CITY OF CORAL GABLES

Kevin Kinney Parking Director kkinney@coralgables.com 305.460.5541

- Permit Management, Enforcement & Pay Stations
- Customer since: 2012
- 3 Year Annual Sales: \$60,019+



Exceptions to RFP DOMX-190023-DS

Integrated Parking Management and Mobile Ticketing Solution

Mobile Ticketing Solution

The T2/ParkMobile solution take exception to this requirement. Our offering does not include this transit application.

General Terms and Conditions

T2 has included a copy of our standard Master Customer Agreement with Addendums for review.

Section 4 Indemnification

T2 requests to include a Limits of Liabilities section to cap any and all liability to the amount of money paid by the City.

Appendix



Appendix





Enforcement App

Now you have another option for enforcement. The T2 Flex Enforcement App provides functionality similar to Flex Enforcement software for rugged handheld devices with a look, feel, and process flow of a typical app—so it's easy to use. It's also easy to set up because configuration is done in Flex for all the devices using the app.

The app enables your operation to issue parking citations with a smaller initial hardware investment. In addition to your parking enforcement officers (PEOs), the app can be used by supervisors, police and others who may occasionally write parking citations, increasing the percentage of enforced violations and generating additional revenue.

Features

- Issue citations and include photos
- Perform permit lookups
- Monitor metered parking with the Check Payment feature for your Pay-by-Space, Pay-by-Plate or Pay-by-Cell integrations
- Real-time integration with Flex
- Tire chalking made easy with ability to track tire valve locations
- Additional features such as Motorist Assistance and Stall
 Counts

Benefits

- Real-time Flex data provides accurate enforcement
- Lower hardware investment for smaller parking operations
- Increased citation revenue
- Enforcement software for staff that occasionally write tickets
- Enforcement anytime/anywhere (for staff that can take their devices home)
- Decrease the learning curve for new staff with the look, feel, and process of a typical app
- A supplement to your rugged handhelds

For Smartphones and Tablets

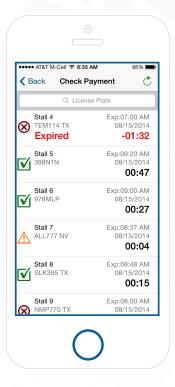
Depending on the needs of your operation, choose a smartphone or tablet for your PEOs (available for iOS and Android devices). The T2 Enforcement App was developed to work on both devices, and provides a look and feel that fits either type of device.

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Minimum Requirements

- Internet connection to provide real-time operation
- O'Neil Apex 3i printer

Check Payment Snapshot



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Think Technology. Think Solutions. Think T2.



Since 1994, T2 Systems has been providing the parking industry with solutions that meet the ever-changing needs of parking managers and parkers alike. T2's unified parking management platform combines quality products and services with a commitment to thought leadership and strong customer relationships. T2's intelligent platform of Solutions-as-a-Service (SaaS)—including enforcement, permits, payments, PARCS, event parking and real-time parking availability—is trusted by over 1,650 organizations in the United States and Canada, including universities, cities, towns, private operators, and airports.

For additional information about T2 Systems, Inc. products and services, visit www.T2systems.com.

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eTicketbook

Your enforcement officers now have an alternative to traditional paper ticket books with T2's eTicketBook software. With eTicketBook, your officers can issue parking citations directly from their in-vehicle computers and then upload all citation information to your T2 Flex Unified Parking Management platform.

An Alternative to Handhelds

This easy-to-use solution is ideal for parking operations working with police or law enforcement personnel who are writing tickets from a vehicle. It's also a cost-effective supplement for organizations that do not have handheld devices for all who issue parking tickets.

Write Citations with Ease

Officers simply fill in all citation details in the eTicketBook software and then from the same window, print the citation from a USB printer in the vehicle.

Citation information is then sent in real time to your T2 Flex parking management system.

AutoVu LPR Integration

The eTicketBook software also integrates with Genetec's AutoVu mobile license plate recognition (LPR) system for license platebased enforcement. Flip the page to learn more about how this integration works.

"Issuing citations with eTicketBook is much faster than with handheld ticket writers because much of the vehicle and citation information is automatically populated from AutoVu to eTicketBook, obsoleting manual data entry. The time this saves allows the enforcement staff to increase coverage from one district to two."

- Parking Director, T2 Customer







System Requirements and Pricing

T2 eTicketBook software easily integrates with T2 Flex and works with the O'Neil OC3 printer. Windows XP or Windows 7 operating system is required, along with T2 Flex HCS Web Services*. eTicketBook is available for an annual subscription fee and pricing is based on the number of in-vehicle computers on which you want to install the software.

AutoVu LPR Integration

The eTicketBook software seamlessly integrates with Genetec's AutoVu mobile license plate recognition (LPR) system. AutoVu receives permit data from Flex in real-time—this means the instant a permit is purchased in Flex, it is immediately available to the AutoVu system for validation.

For those using AutoVu, the T2 eTicketBook software makes enforcement easy; there's no manual data entry of license plate information between AutoVu and T2's handheld enforcement software.



How it Works

Through the LPR camera, the AutoVu Patroller software gets a hit; after the officer presses the "Enforce" button, the license plate information is sent to eTicketBook software running on the AutoVu laptop.

The officer then fills in the citation details and can print the citation from a USB printer in the vehicle. All citation information can then be sent automatically to your T2 Flex parking management system via HCS Web Services*.

Track Repeat Offenders

Interfaces developed in cooperation with Genetec allow for data to be exported from T2 Flex and imported into AutoVu.

If the offender's plate and vehicle information have previously been entered, all known vehicle, permit, and past citation information will be auto-populated into the application, increasing processing speed, communicating scofflaw information and providing detailed tracking of repeat offenders.

*T2 Flex MCS Web Services is a communications service that enables data and file transfer over a public internet connection; it uses HTTP or HTTPS, allowing for secure communications when data security is critical.

Think Technology. Think Solutions. Think T2.



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For additional information about T2 Systems, Inc. products and services, visit www.T2systems.com.

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Enforcement

T2's enforcement solution manages your enforcement process from start to finish. Our private cloud is the epicenter of information from meters, LPR, and mobile payment systems. You'll see everything, and real-time information is in your enforcement officers' hands.

See Everything from Start to Finish

T2's enforcement solution manages every step of your enforcement process. Our private cloud is the epicenter of information from meters, LPR, and mobile payment systems. We take care of technology, while you take care of business.

- Vehicles Manager Distinguish and prioritize between drivers and registered owners. Custom notifications alert enforcement officers of special considerations.
- Citations Manager Manage and link violations to people, organizations, and vehicles. Locate citations to review or edit, and manage financial activity including fine escalations.

How it works:

- Step 1 Your enforcement officers receive real-time information on their handheld devices for payments and permitted or timed parking, making it easy and quick to identify violations.
- Step 2 Officers issue a citation on their rugged handheld or Android/iOS mobile device—that information is automatically uploaded into our system.
- Step 3 Appeals, hearings, and dockets are administered right inside our system.
- Step 4 Repeat offenses are escalated in real-time for you to manage the boot/tow process.
- Step 5 After the citation is resolved, all historical data is saved and accessible in our PCI Level 1 compliant private cloud.

Collect More Revenue

T2 Citation Collection Services (CCS) is a full-service collection agency with a heart. Our collections professionals are committed to the highest level of customer service and to growing your citation revenue.

- How We Help You Our collection rate doubles the industry average and our services can be tailored to your organization's needs. No upfront or out-of-pocket costs either—we don't get paid until you do.
- Collection Services We provide experienced staff with friendly but firm collection approach. Our services are also state licensed, ACA certified, and FDCPA compliant with real-time bankruptcy information.
- Letter Printing and Fulfillment Receive customized letters with high quality, 600 dpi resolution, nationwide first-class mail delivery, and National Change of Address (NCOA) accuracy to improve cash flow.
- Skip Tracing Use a variety of tools to search for and update debtors' current location and contact information in order to make contact and collect overdue funds.
- Payment Processing All payments are processed through a CCS PO Box or a lock box and an IVR phone line allows customers to complete payment transactions 24/7 over the phone.



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Go Mobile

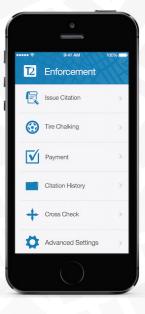
Issue citations via a smartphone or tablet with the T2 Enforcement App for iOS and Android. The easy-to-use interface and centralized configuration will get you up and running in no time.

- Flexible Enforcement Enable your operation to issue parking citations with a smaller initial hardware investment. The app can be used by supervisors, police, and others who may only occasionally write citations.
- For Smartphones and Tablets Depending on the needs of your operation, choose a smartphone or tablet that works for your enforcement officers as it provides a look and feel that fits either type of device.
- More Features Issue citations and include photos, perform permit lookups, integrate with our private cloud in real time, and monitor metered parking for your Pay-by-Space, Pay-by-Plate or Pay-by-Cell integrations.

Streamline Processes

Your enforcement officers can issue parking citations directly from their in-vehicle computers with eTicketbook. Also, our Retrieval of Vehicle Registrations (RoVR) solution lets you quickly locate the individuals responsible for unpaid parking tickets.

- eTicketbook Eliminate the hassle associated with paper ticket books and have enforcement officers issue citations directly from their in-vehicle computers. It also integrates seamlessly with AutoVu, Genetec's LPR solution.
- Retrieval of Vehicle Registration Catch out-of-state scofflaw offenders by quickly locating the individuals responsible for unpaid parking tickets.



Manage Citations Online

Our FlexPort Enforcement solution makes it easy for your customers to submit citation payments and appeals via your parking website—improving your collection rate, revenue, and customer service.

- Citation Payments Real-time citation data allows customers to pay for a ticket on your website from their mobile device before even entering their car.
- Citation Appeals Customers must authenticate before submitting their appeal online and have the option of including a photo to provide evidence.

Think Technology. Think Solutions. Think T2.



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For additional information about T2 Systems, Inc. products and services, visit www.T2systems.com.





License Plate Recognition Integration

License plate recognition (LPR) enforcement is an easy, efficient way to ensure optimized parking enforcement. The technology is hassle-free and the information is available in real time, minimizing the possibility for incorrectly issued citations.

Enforcement is made simple through the integration of Genetec's LPR system, AutoVu, and the T2 eTicketBook software. All data is stored in T2 Flex and the two counterparts work together to streamline data and make issuing citations for enforcement officers as easy as the press of a button.

Step 1

When a visitor parks at a given location, they are prompted to enter their license plate information into the nearest LUKE pay station. The amount of paid parking time as well as the plate information is communicated to T2 Iris, which is T'2 backend system that tracks every pay station transaction.

Step 2

When mobile LPR is being utilized, AutoVu communicates with Flex and T2 Iris in real time to update the list of valid permits and paid license plates. AutoVu reads license plates as the LPR vehicle is in motion, and if all plates are paid nothing happens.

Step 3

If there is a license plate that does not have a permit or is unpaid, the LPR vehicle communicates one last time to confirm the unpaid parker's plate number. If confirmed as having no permit or unpaid, the officer in the LPR vehicle hits the "enforce" button on their in-vehicle computer and relevant data is transferred from AutoVu to eTicketBook.

Step 4

The citation is printed via eTicketBook using the mobile printer in the LPR vehicle, and the officer places the printed citation on the vehicle's windshield. More than just convenient, the computer-generated eTicketBook citation eliminates the aggravation of handwritten citations and lost ticketbooks, and streamlines the process of uploading citation information into Flex.



"Issuing citations with eTicketBook is much faster than with handheld ticket writers because much of the vehicle and citation information is automatically populated from AutoVu to eTicketBook, obsoleting manual data entry. The time this saves allows the enforcement staff to increase coverage from one district to two."

- Parking Director, T2 Customer





Pay-by-Cell Integrations

Pay-by-Cell is a fast-growing payment option and a low-cost addition to a parking operation, requiring no changes to the parking infrastructure. Just like with other parking areas, parking operations enforce Pay-by-Cell areas using a handheld device to "audit" vehicles and license plates.

T2 has integrated with several Pay-by-Cell vendors to offer an easy enforcement solution that allows officers to move effortlessly from the information provided in the Pay-by-Cell application directly to citation issuance from T2 handhelds– saving valuable time and helping collect additional revenue.

Seamless Integration

Pay-by-Cell applications integrate seamlessly with T2's handheld citation process so officers can enforce Pay-by-Cell spaces without using a secondary device to perform lookups.

All lookups are integrated within the T2 handheld and populate directly from the Pay-by-Cell provider to the handheld.

Officers also have view of individual parking rights, including start and expiration times, all within the T2 handheld enforcement application.

How it Works

Pay-by-Cell service allows parkers to pay for their parking fees via their phone as long as they set-up a personal account (registering a vehicle's plate, cell phone number and credit card for payment).

Using a wireless internet connection, the T2 handheld connects to the Pay-by-Cell provider's server to retrieve real-time data about Pay-by-Cell payments, helping an enforcement officer determine which vehicles have paid for parking using a smartphone application.

Navigate with Ease

Once your officer selects the appropriate zone(s), the handheld automatically retrieves current parking information from the server for each zone selected.

The handheld quickly presents information about the plate and/ or space, and the application then provides a graphic display of all space numbers or license plates that are in various stages, such as: paid, expiring, or expired. From here the officer can choose to write a parking ticket for expired payments or return to the menu.







Permit Management

T2's permit management solution gives you complete control of who is parking in your facilities and when and where they can park. You can set up, issue, track, and manage parking permits for individuals, groups, or properties. And any unique identifier can be used as a virtual permit in our system if you choose not to provide physical permits.

Control Who's In Your Lots

Easily set up, issue, track, and manage parking permits for individuals, groups, or properties. No matter how complex your business rules are, T2 permit management maintains the flexibility to configure each process to best suit your operational needs.

- Permit Management Manage permits and waitlists by easily linking them to vehicles or properties and limiting the number associated to either of them.
- Dashboards Visualize revenue, inventory, and historical data with dashboards that equip you with customizable widgets, providing actionable data when you need it.
- Property Management Support a residential permit program or associate a property to people, organizations, or permissions.
- Facility Management View all activities related to a specific facility including credentials, customers, and transactions.





Issue Physical or Virtual Permits

Our permit management solution gives you the flexibility to manage permits like hangtags or decals, access control credentials such as prox cards or RFID tags, or use any unique identifier as a virtual or virtual permit.

- Credentials Distribute a variety of physical and virtual permits including hangtags and decals, or license plates, driver's licenses, and security IDs.
- LPR Integration Provide mobile License Plate Recognition solutions real-time access to active permit data to enforce against not only meter payments, but also against the permit data stored in your system.

Sell Permits Online

T2's permit management solution makes it easy for your consumers to purchase and renew their permits online and for your staff to keep track of the information that is important to them. Now, selling permits online eliminates those long lines during permit season.

- Permit Sales Have customers purchase and renew permits online via your organization's website for both physical and virtual permits.
- Payment Management Set up payment configurations to include corporate contracts, payroll deductions, student accounts, and more depending on your business needs.
- Permit Waitlists Allow your customers to go online and reserve a spot in line for a permit purchase.
- Permit Requests Allow your customers to provide the parking office with documentation for permit approval online.

Fulfill Permits Automatically

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With our PermitDirect fulfillment, customers can simply order their permits through your website and have them sent directly to their location of choice.

- PermitDirect Save money, reduce logistics, and avoid fraud as our partner WW&L takes care of fulfilling permit requests when your customers purchase permits online.
- Step 1 Purchase information is immediately sent to your parking management system and to fulfillment as customers purchase permits on your parking website.
- Step 2 The correct permit and up to thee other pieces of literature, such as regulations or a campus map, are sent to the customer.
- Step 3 Choose to send your customer an email notification when the permit has been shipped and give them the option to confirm they have received it.



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FlexPort Accounts

Take the burden of updating and keeping track of your patrons' information off your staff and shift it onto your patrons with T2's Accounts solution. It allows patrons to update their own information in a configurable, personal account and allows your staff to focus on more important tasks.

FlexPort Accounts Modules

Documentation Upload

• Customers can provide the parking office with documentation for permit approval online.

Parking Account Management

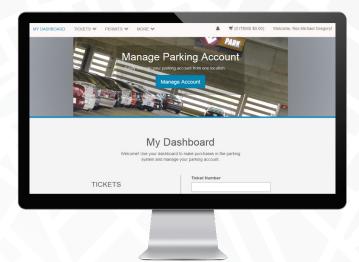
• Customers can update and maintain personal and parking information online as well as access FlexPort solutions that require authentication.

Recurring Credit Card Billing

A customer can set up recurring payments with a "card on file."

Online Invoice Management

- Provide third-party invoicing online independent of other solutions.
- Customers tied to third-party billing can access an invoice page to view and pay their invoices online.



Towing Partner Portal

• Automate notifications to towing companies you partner with by providing access to an online list of towable citations.





FlexPort Enforcement

Get citations paid faster with T2's Online Citation Payments and Online Citation Appeals solutions. No one likes paying citations, but the easier you make it for parkers, the more likely they are to quickly submit payment. These self-service solutions allow your customers to submit citation payments and appeals online or on their mobile device, cutting down on in-house traffic.

The T2 Handheld GPS Tracking solution allows you to track the location of handheld users in the field and display them on a dynamically generated map. Boost efficiency by seeing how your staff moves through the field.

Online Citation Payments

T2 citation information is uploaded into T2 Flex in real time, therefore customers can pay for a ticket from their mobile device before even entering their car. The process is simple:

• Print QR code on the citation for parkers to scan and go

straight to payment page, or parkers can search citation number and/or plate number or customer ID.

- Automatically find other related citations.
- Parkers are encouraged to pay all citations returned from their search.
- User defined payment methods.

Online Citation Appeals

- Require both citation number and plate number to appeal a citation.
- Disallow appeal of a citation after a certain period of time.
- Optionally require citation to be paid before it can be appealed.

• Customer selects method of correspondence (e-mail or letter).

• Allow customers to view photos related to the citation to help cut down on frivolous appeals.

- Parkers can attach their own electronic documentation to their appeal.
- User defined payment methods.



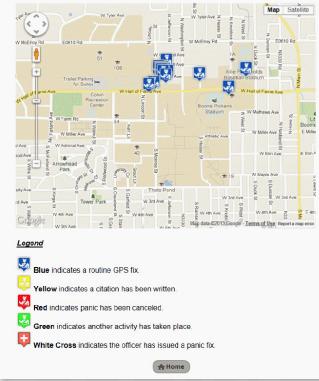
Handheld GPS Tracking

You can track staff and determine if they are moving through their area efficiently, as well as visually track the zones where the most enforcement takes place.

- The map displays active handhelds in the field.
- Hover over a handheld icon to see the Staff Resource description, and refer to the onscreen legend for explanations of the different colored icons.
- Zoom in or out using map controls.

Handheld GPS Map

This map displays all active enforcement officers with activity within the last 30 minutes. The page will automatically refresh every 25 seconds.



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FlexPort Permits

FlexPort Permits makes it easy for your consumers to purchase and renew their permits from a computer—thus eliminating those long lines during permit season.

But what happens when your permits sell out? Our waitlists module allows your customers to sign up for virtual spot in line to receive a permit once it becomes available.

Flexibility for Your Customers

- Permit "lobby" assists with queuing during heavy sales activities like events or annual permit sales periods
- Electronic signature allows the customer to check a box to say they understand the rules and want to continue with the sale
- Customers can pay for and conduct permission
- renewals—no need to select a new vehicle
- Customers can print temporary permit until permanent
 permit arrives

The Control You Want

- Require customers to pay outstanding citation balances before purchasing a permit
- Restrict permits by customer (limit number of permits a customer can have)
- Restrict permits by property (limit number of permits a property can have)
- Limit the number of vehicles associated to a permit by the physical type of permit
- Associate vehicles to a permit
- Automatically assign permit/credential number during sale process

ect Quantit	Permit	Departit	Permit Description	Percit Effective	Permit Extinga
Select	Perm	it and	Permi	t Agre	ement

FlexPort Permits Modules

Online Permit Sales

- Allow parkers to purchase and renew permits online. Permits can be inventoried or non-inventoried, can require facility selection or not, can require certain documentation or not, etc.
- Configure and use permit sales to meet your specific business
 needs

Online Permit Waitlists

• Allow your customers to go online and reserve a spot in line for a permit purchase

External Permit Management

• Allow specified outside representatives to view permits sold to parkers in their area for the purposes of oversight and fulfillment

Permit Requests

• Customers can provide the parking office with documentation for permit approval online

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SERVICE LEVEL AGREEMENT

This document is designed to outline the service level agreement for T2 Systems Support Services for all products, as well as the T2 Hosting Environment.

SUPPORT SERVICES

Support Services is offered to customers utilizing T2 Systems Hosted Products and Services, , that have a valid subscription, hardware maintenance contract, or warranty period.

Normal Business Hours

Normal business hours are Monday – Friday, 8:00 AM - 8:00 PM Eastern, excluding T2 Approved Holidays. The list of holidays is located in T2 Communities. Support for critical issues is available 24x7x365 via our emergency support process. See the section on case priority for more information on the emergency support process.

Structure

Support Services is structured into 3 teams; Flex PE, PARCS and PayStations.

- The Flex PE team provide support for Flex, FlexPort, Mobile and Crystal Reports.
- The PARCS team provides support for the T2 PARCS product, and AutoCount.
- The PayStation team provides support for PayStations and Iris.

The Support department is comprised of Levels; Customer Care Team and Product Support. Among Product Support, there are Expert Teams, in which cases will be escalated as deemed appropriate. Additionally, depending on the business impact, some critical cases may have a management escalation, where management will be made aware of the impact of the case and become involved as necessary. In the event this happens, the case contact will be made aware of the escalation from the employee working the case.

If the case is not part of a management escalation, and the case contact believes it should be, or wish to speak to a manager concerning the handling of the case, Support Services Managers are available to listen and engage. In such an event, the customer may escalate directly to the following:

Joseph Houff



Manager, Product Support – Flex Email: <u>jhouff@t2systems.com</u> Phone: 317-524-7442

Melissa Morgan

Manager, Product Support – PARCS Email: <u>melissa.morgan@t2systems.com</u> Phone: 317-715-1507

Natalie Gleeson

Manager, Product Support - Pay Stations Email: <u>natalie.gleeson@t2systems.com</u> Phone: 778-375-6065

Any escalations beyond the Product Support Managers should be directed to:

Khuspal Liversidge

Vice President, Product Support Email: <u>khuspal.liversidge@t2systems.com</u> Phone: 778-375-6033/604-318-4039

Maggie Vercoe

Senior Vice President, Customer Experience Email : <u>mvercoe@t2systems.com</u> Phone: 317-524-5500/317-524-7480



Case Priority and Target Response

Priority	Business Impact	Examples of Business Impact	Response Target
(5) Request	Non-time sensitive request; Equipment returned for repair or replacement, or report.	Future release upgrade; install Maintenance/Repair of hardware Request for report, letters, queries, widgets, scripts Report submission to library	5 business days
(4) Low	Hindrance to the work and an acceptable work around is available.	Application installs All non-production ("Test") service/solution issues Product information questions/requests Web site login requests Product information/training Non critical PARC's application issue, i.e. Socket Server	3 business days
(3) Medium	Interruption of work exists and work around is available.	Handheld issue; one or more units are not operable (not all units) T2 Hosted Production inconsistent connectivity Processes not working as expected, i.e. Report, Task, Letter, Query Request for RMA Lane down in a multi-lane PARC's facility	1 business days
(2) High	Interruption to critical processes and no work around is available.	Production is slow Handheld issue (all units) Nonfunctioning Payment or Credential method in a PARC's facility	4 hours
(1) Critical	Interruption to critical business processes and no work around available.	Production down/inoperable	1 hour



Changes in Case Priority

There may come a time when the employee working your case deems it necessary to change the priority of your case. For example, a support employee may upgrade the priority of your case based on new knowledge of business impact or additional degradation of service. A support employee may downgrade the priority of your case based on actual business impact or additional information about the case.

Supported Solutions

T2 supports only the current and most recent previous versions of T2 software. T2 supports all hardware that is prior to its announced end-of-support date.

Expectations of Customer

In an effort to provide timely customer service to all customers, we ask that the customer opening the case remain responsive to communications throughout the life of the case. If communication from the customer remains delayed or the customer needs to postpone beyond the resolution targeted time period, the case owner will close the case, until timing is better for the customer and a new case can be reopened.

In hardware support scenarios involving customers who do not maintain a pool of hardware replacement spares, or who do not retain technical staff (qualified and equipped to troubleshoot hardware failures – with or without T2 Remote support) ultimate resolution times will be extended. While T2 will support to identify the appropriate actions required to resolve a hardware issue within the SLA targets, ultimate resolution of Hardware issues will be dependent on availability of Field Service personnel (if needed), replacement parts and/or the turnaround time of repair facilities.

THE FLEX HOSTING ENVIRONMENT

Overview

This section applies exclusively to T2 Hosted customers. This document will explain T2 Systems IT platform, production applications and data in a secured and managed hosting environment. T2 Systems IT platform includes the hosting center facility, network connectivity (e.g., switches, routers) and network security components within the facility, as well as a suite of a la carte services.

T2 HOSTING PRODUCTION ENVIRONMENT

Uptime/Availability

T2 considers uptime a measurement of when the T2 Systems hosted solutions are present and ready for use, accessible in a usable form, or capable of responding to customer requests



or processing and the customer can substantially use and access all of the functions of the hosted services in accordance with their intended use.

T2's targeted uptime is at least 99.0% of the time during each calendar month, calculated on the basis of seven days per week and twenty-four hours per day. Excluded from the uptime calculations are maintenance windows defined on the T2 Hub; a daily one-hour after-hours reboot window, and a weekly 2-hour after-hours maintenance window, and any other announced maintenance. In the event of a disaster of sufficient impact to result in the invocation of the T2 Disaster Recovery plan, the uptime will be below this target and we will instead measure against meeting the 72-hour Recovery Time Objective (RTO).

Notifications for Upgrades, Outages, and Events

Notifications for planned outages are limited to outages that occur outside of the normal maintenance windows setup by the IT Operations Team for the T2 Hosting Environment. Published regularly scheduled outage times are available on the T2 Hub.

In the event that a planned outage occurs outside of the normal maintenance window, all efforts will be made to alert customers of the T2 Hosting Environment 7 days prior to the outage. If no advanced notification is given, at least 24 hours post the unscheduled outage, a message will be delivered to affected parties if the outage lasted longer than 10 minutes.

Upgrades to the T2 Hosted Environment are regularly scheduled at least 7 days in advance to the upgrade. T2 Hosted customers are required to upgrade to the latest release of Flex after the release becomes generally available. This includes both FlexPort and Flex.

Every effort is made to notify customers of an upgrade within this window. However, certain emergency/critical situations arise where a Hotfix or patch upgrades that are required to deliver significant performance, stability, or security fixes may be applied at the discretion of the IT Operations Manager. After such an upgrade, customers that were affected will be contacted via email within 24 hours.

Backups and Disaster Recovery

Backups are handled using an industry standard enterprise backup system. Both Oracle data and application data is protected through a tiered approach that includes Disk to Disk Backup, and Off-site replication to a Disaster Recovery facility over 100 miles away.

Backups are performed on the system consistently. Replication to the external facility is also a consistent process.

Our current backup design allows us to achieve a Recovery Point Objective (RPO) of 24 hours and a Recovery Time Objective (RTO) of 72 hours.

System Security

T2 Systems shall also maintain awareness of security vulnerabilities associated with systems and networks hosting customer data and take the action reasonably necessary to apply such fixes and patches as may be released for those systems. Routine patches must be applied within 60 days of release, and critical patches will be applied within 30 days of release.



Customer Data

T2 maintains that customer data in the Hosting Environment belongs to the customer.

T2 Solution Upgrades

T2 Solutions are updated regularly. Releases contain substantial functionality changes, improvements, and/or additions.

Upgrades to each generally available release will be performed on T2 Hosted customers – usually within 2 weeks of the release. Customers in the Hosting Environment are expected to upgrade to these releases. Customers will receive an upgrade notification that explains to them the scheduled downtime for their upgrade as well as a date and time after-hours for their upgrade. Customers will have the ability to reschedule their upgrade as necessary, as long as customers remain within a supported version of the T2 Solution suite.

T2 FLEX STAGING/TEST HOSTING ENVIRONMENT OVERVIEW

Test and staging database(s) will be a point-in-time copy of a customer's database and will have the necessary instances of the T2 Solution required by the need of the test or staging objective.

The database will be maintained on a sever that is of T2's choosing and will most likely not be the same hardware as used to host production databases.

T2 Staging/Test Hosting Environment Upgrades and Backup

The database will be refreshed upon customer request. Typically, these refreshes are moderately infrequent (about 6 or less per year). Frequently Scheduled requests or automated requests are not available at this time. Depending on the timing of the request, copying the production database to the test database may require some additional downtime for the production database.

Test/Staging Databases will NOT be backed up (though they will be on resilient hardware). In the unlikely event that a database is rendered unusable, it will be recreated from a production copy of the customer's database (in lieu of restoration from a backup that would be used in the event a production database needed to be restored).

T2 Staging/Test Hosting Environment Backup Uptime and Availability

Databases will not be available in the event of a disaster until normal operations resumes. Upon resumption of normal operations after a disaster, databases will be recreated from a production copy of the customer's database.

Though T2 will make reasonable efforts to keep databases available the vast majority of the time, databases will not be subject to the normal Uptime and Availability for T2's Production



Hosting Environment and Staging/Test's availability will not be used in the calculation of uptime/downtime.

T2 HOSTED ENVIRONMENT DISASTER RECOVERY PLAN

HOSTED FLEX HOSTED FLEXPORT ROVR PERMIT DIRECT FLEX ONLINE HELP DIGITIAL IRIS PARKINGSOFT

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Last Updated July, 2018

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INTRODUCTION

Overview

T2 Systems, Inc. (hereafter "T2") provides application hosting services to customers. These services are provided by T2 using T2-owned hardware, housed in a co-location facility (hereafter, "Hosting Facility").

This Disaster Recovery Plan (hereafter, "DRP") describes the strategy and procedures for temporarily moving operations to an alternate facility (hereafter, "Standby Facility") in the event that a disaster occurs such that the Hosting Facility is rendered unusable for an extended period of time. The DRP also documents the preparations T2 has made for a disaster and the ongoing steps that T2 takes to minimize business impact in the event of a disaster.

The DRP is organized into two parts. The first part is the core section (this document) which provides details on the disaster recovery strategy, process, and procedures. The second part is a set of lists which provide detailed information for conducting the recovery. The lists include employee emergency contact information, T2-specific vendor contact information, T2-specific hardware configuration information and other similar proprietary information.

The core section may be freely distributed to customers and prospects. The lists contain sensitive information that is restricted to a limited subset of T2 employees with a need to access this information.

The core section is intended to remain relatively stable over time as the overall concepts, methods, and processes for recovering from a disaster will change relatively slowly over time. However, the lists will be updated frequently to reflect current hardware, software, procedures, vendors, applications, and staffing.

The lists are kept separate from this document, both because they are updated frequently and because they contain confidential information about T2 and its employees. These lists are never to be distributed outside T2.

This DRP was written with the recognition that most businesses will never have the misfortune to execute their DRP's. In other words, it is highly unlikely that the DRP will ever be needed. However, it is also written with the knowledge that regardless of how unlikely experiencing a disaster may be, appropriate preparedness will be absolutely critical to T2 and its customers. Simply put, having a disaster is bad, but being unprepared for one is far worse.

Objective

For most clients of the T2-Hosted services, T2's services are missioncritical. The protracted unavailability of T2's products will have a profound impact on their ability to successfully complete their work. The overall objective of this DRP is to protect T2's customers, and therefore by extension, to protect T2. That includes the safeguarding the data on behalf of T2's customers and to provide for the continued availability of

the services T2 provides. The role of this DRP relative to that objective is to document the steps that are taken on an ongoing basis to protect the interests of T2's Hosted customers, and those steps that will be taken in the event of a disaster.

The basic approach, general assumptions, and sequence of events that need to be followed will be stated in the DRP. It will detail specific preparations prior to a disaster and emergency procedures that will be followed immediately after a disaster. The DRP is a guide from the moment the disaster occurs until operations have been restored at the Standby Facility. It is important to note that the DRP is a guide written well in advance of a disaster that may never happen. Though every effort has been made to consider as many probabilities as possible, the realities of the execution of the DRP will almost certainly prompt some deviations from the details of the DRP based on the specifics of the actual disaster.

The general approach used in writing the DRP is to make it as threat independent as possible. In other words, the DRP should be a workable and effective plan regardless of what type of disaster occurs.

Terminology

Hosting Facility

Note: Throughout this document, there are references to United States and Canada facilities. Where procedures and practices differ by facility, this is listed and called out as such, when procedures or practices are the same, no designation is made.

The Hosting Facility is a co-location company that provides much of the physical (non-computational) infrastructure for T2's hosted products. T2 has two primary facilities. Please not that Digital Iris is currently hosted out of only the Canada facility.

United States

Purpose: Flex Hosting, ParkingSoft Hosting Expedient Indianapolis 701 Congressional Blvd # 100, Carmel, IN 46032

Canada

Purpose: Flex and Digital Iris Hosting Bell VRDC Datacenter 4185 Still Creek Drive Burnaby BC

Standby Facility

The Standby Facility is an alternate facility that is geographically removed from the Hosting Facility. Like the Hosting Facility, it is capable of providing much of the physical (non-computational) infrastructure for T2's hosted products. It is not used for T2's hosted products unless a disaster is declared. The current location of T2's Standby facilities are:

United States Purpose: Flex Hosting, ParkingSoft Hosting Expedient Communications 5000 Arlington Centre Blvd. Upper Arlington, OH 43220

Canada Purpose: Flex and Digital Iris Hosting 146 Bunker Road Kamloops, BC V2C 0B5

Disaster

For the purposes of the DRP, a disaster is any event that prevents the T2 from providing services to T2-Hosted clients for a period of 48 consecutive hours or longer. Conditions that could be declared a disaster will include, but are not limited to, extensive fire, smoke, water, or explosion damage to computing equipment, and/or the destruction of the Hosting Facility as a result of natural disaster such as a tornado.

Assumptions

Although T2 has taken extensive precautions to protect the Hosting Facility, nothing is ever flawless or completely safe. The operation of T2's Hosting Facility could be suddenly disrupted by events over which T2 has little or no control.

This DRP assumes that a catastrophic event has severely crippled the Hosting Facility, forcing T2 to reestablish operations at the Standby Facility. As soon as hardware can be installed in replacement permanent Hosting Facility, processing will be moved from the Standby Facility to the Hosting Facility. That could be in the form of a return to the (then repaired) original Hosting Facility, or to an entirely new Hosting Facility.

In the event of a disaster, attention will first be given to restoring applications deemed as critical. Attention will then turn to important, but less urgent systems or subsystems. All applications will eventually be processed at the Standby Facility, even those not classified as critical.

This DRP also assumes that T2's corporate office will be intact after a disaster at the Hosting Facility and all recovery operations will be managed from the corporate office.

Finally, this DRP recognizes that a disaster will result in real losses, both for the Hosting Facility itself, and for many of the applications that it supports. At a minimum, time, money, and operational capability will be temporarily lost. A physical disaster (tornado, fire, flood, bomb, etc.) would lead to the loss of at least some data and hardware.

Risk Analysis

The purpose of this summary risk analysis is to help focus the DRP on the most probable risks and to guide the authors and readers in contextualize both the risks and the selected mitigation strategies.

Fire

United States

The Hosting Facility is a single-story building in a low-rise office park in central Indiana. There have never been any regional (brush, forest) fires in central Indiana. In addition, the building is surrounded by a buffer of paved surfaces and has no large trees in the area. Therefore, most fire risks come from lightning strikes or internally ignited fires (paper, electrical, etc.). Lightening may do some minor damage to the building, but it is unlikely to cause a full structure fire to this mostly steel and concrete structure. There is very little that will burn. All computing spaces are covered by non-water fire suppression systems that will extinguish a fire without damaging computing equipment.

Canada

The Primary Facility is on the elevated first floor of a multi-story office building in a business park with similar buildings in Burnaby. There have never been any regional (brush, forest) fires in Burnaby. The building is surrounded on three sides by a buffer of paved surfaces with short trees on the fourth side. Therefore, most fire risks come from lightning strikes or internally ignited fires (paper, electrical, etc.). Lightening may do some minor damage to the building, but it is unlikely to cause a full structure fire to this mostly steel and concrete structure. There is very little that will burn. All computing spaces are covered by non-water fire suppression systems that will extinguish a fire without damaging computing equipment. The data center portion of the building is protected by a firewall rated for one hour.

Nind

United States

The Hosting Facility is a single story building with all computing spaces in internal portions of the building. Therefore, even record-breaking straight-line winds are unlikely to impact the computing spaces. Indiana has never experienced hurricane winds, so those are also not a probable threat. However, tornados are relatively common in Indiana and likely pose the single largest threat-type to the Hosting Facility. If a strong tornado hit the Hosting Facility, it is quite possible that all of T2's computing equipment could be totally destroyed.

Canada

The Primary Facility is a low-rise building with all computing spaces in internal portions of the building. Therefore, even record-breaking straight-line winds are unlikely to impact the computing spaces. Burnaby has never experienced hurricane winds nor tornadoes, so those are also not a probable threat.

Water

United States

The Hosting Facility is not located near any substantial bodies of water, so the threat of an external ground-level water disaster is minimal.

The in-building fire suppression system doesn't use water, so there is no threat of a flood due to a broken pipe in a sprinkler system.

An internal leak from building water supplies (restrooms, break room, etc.) is possible, but unlikely to reach the computing spaces both due to distance. In addition, the 3-foot raised floor on which all of T2's computing equipment sits makes it exceedingly difficult for water to reach the equipment. It could reach the power feeds, but that would be unlikely to damage the T2-owned equipment.

The primary risk from water is a roof-leak. A roof leak during a heavy storm directly over the T2 computer equipment does have the potential to reach T2's computer equipment and cause substantial damage.

Canada

The Primary Facility is located adjacent to Still Creek in Burnaby. Still Creek has experienced flooding during the spring run-off. The facility is located above the 200 year flood plain for Still Creek. The backup power generation facility, which is at grade, is protected by multiple sump pumps to keep the facility dry if a flood does occur.

The data center fire suppression system doesn't use water, so there is no threat of a flood due to a broken pipe in a sprinkler system.

An internal leak from building water supplies (restrooms, break room, etc.) is possible. The water pipes in the DC area have been reinforced with bracers to prevent sway.

Earthquake

United States

Although Indiana is not generally considered to be a high-earthquake zone, there have been minor tremors in the past and a large quake nearly 200 years ago. As such, there is the possibility of a disastrous earthquake occurring.

Canada

The risk of earthquakes is relatively high in the lower mainland. There have been a number of minor earthquakes in recent years. The building was constructed in 1989 and met all codes for earthquake preparedness at the time. The server racks in the facility are bolted to the ground to prevent tipping in the event of a stronger earthquake.

Acts of War or Terror

United States

The computing areas of the Hosting Facility are located in the internal portions of a single-story facility. An external explosive act of terror would require an enormous device to substantially damage the computing areas of the facility. The same holds true for an explosive used as an act of war. The more probable source of a threat would be through a device placed inside the building by someone that managed to gain access to the facility. Though no information has implied that the Hosting Facility is a particular target for any hostile act, the unfortunate reality is that the possibility can never be completely dismissed.

Canada

The computing areas of the Primary Facility are located in the internal portions of a low-rise building. An external explosive act of terror would require an enormous device to substantially damage the computing areas of the facility. The same holds true for an explosive used as an act of war. The more probable source of a threat would be through a device placed inside the building by someone that managed to gain access to the facility. Though no information has implied that the Primary Facility is a particular target for any hostile act, the unfortunate reality is that the possibility can never be completely dismissed.

Pandemics/Biohazards

T2 has no staff at the Hosting Facility. All work is performed remotely and all employees have the capability of working from their homes. In addition, approximately half of T2's staff works from their homes on a permanent basis.

As such, the risk of having a substantial portion of the staff incapacitated by either a Pandemic or a Biohazard is extremely low. It is extraordinarily unlikely that any biological disaster could/would be remedied by moving to the Standby Facility.

Chemical Spills

United States

The Hosting Facility is located on the interior of an office park. The primary threat would be from a highway or interstate spill from a tanker. In that event, processing at the Hosting Facility could continue uninterrupted unless government emergency management personnel ordered the Hosting Facility to power down to mitigate a fire/explosion risk. As T2 has no staff at the Hosting Facility and does not need frequent physical access to the equipment, it is highly unlikely that a chemical spill would cause T2 to declare a disaster and move to the Standby Facility.

Canada

The Primary Facility is located on the interior of an office park. The primary threat would be from a highway spill from a tanker. In that event,

processing at the Primary Facility could continue uninterrupted unless government emergency management personnel ordered the Primary Facility to power down to mitigate a fire/explosion risk. As T2 has no staff at the Primary Facility and does not need frequent physical access to the equipment, it is highly unlikely that a chemical spill would cause T2 to declare a disaster and move to the Standby Facility.

Extended Power Loss

United States

The Hosting Facility is extremely unusual in that its location allowed it to receive power from two separate and unrelated power utilities (Indianapolis Power and Light serving Indianapolis and Duke Energy serving Carmel). In addition, the Hosting Facility has three large flywheel generators and a facility-wide battery backup system. Though it is possible that all of those could fail, it is unlikely that the outage would last longer than the time it would take to declare a disaster and move to the Standby Facility.

Canada

The Primary Facility has three 750 kW stationary diesel generators in N+1 configuration and a modular N+1 APC UPS systems (A/B design). Though it is possible that all of those could fail, it is unlikely that the outage would last longer than the time it would take to declare a disaster and move to the Standby Facility.

Scope

The DRP is focused only on T2-owned and managed computer systems involved in delivering applications and services for:

T2 Flex (United States and Canada) FlexPort RoVR PermitDirect Flex On-Line Digital Iris (Canada) ParkingSoft

This DRP addresses all preparation and steps necessary to restore processing on those products so that T2's customers can continue operations after a disaster has rendered any or all of the primary systems in the Hosting Facility inoperable.

This plan specifically does NOT address failures that are of a less severe nature. Hard Drive failures, component failures, even whole system failures will be dealt with as a part of the normal operation of the Hosting Facility and will NOT be cause for the declaration of a disaster.

Prioritization

The first priority during the move to the Standby Facility will be given to paid services delivered to customers. Once all of those systems have been fully restored, systems used for testing, deployment, sales, etc. will be addressed. Even though that may have an impact on T2 overall, it doesn't cause T2 to fail to deliver service to customers.

DRP Distribution

Copies of this DRP will be kept online on T2's dedicated Sharepoint site. Team members may also keep an electronic copy on portable electronic devices (like Smartphones and/or USB keys). T2 Leadership Team and T2 Management Team will be notified when the document is modified. Members of those teams may elect to keep electronic and/or printed copies as well.

Hosting Environment

Location

United States

T2's co-location facility is located in central-Indiana. It is in a single-story, nondescript building in an office park. The facility itself was built from the beginning with high-availability hosting in mind.

Canada

The Primary Facility is located in a multi-story office building among similar commercial buildings in the lower mainland. The facility itself was built from the beginning with high-availability hosting in mind.

Power

United States

The facility has power feeds from two major municipal power grids (highly unusual even for hosting companies). In addition to the redundant municipal power sources, the facility has multiple flywheel diesel generators capable of powering the facility for weeks or months. It also includes multiple facility-wide battery backup system that provides power during shorter outages. Each cabinet has power from two separate power sources and all critical equipment has redundancy such that all operations can continue if either power source drops.

Canada

The facility has a power feed from BC Hydro. The facility has multiple flywheel diesel generators capable of powering the facility for weeks or months. It also includes multiple facility-wide battery backup system that provides power during shorter outages. Each cabinet has power from

two separate power sources and all critical equipment has redundancy such that all operations can continue if either power source drops. The EMS facility has two separate circuits from a single power source.

Cooling

United States

Each computer room is cooled by multiple computer-room-class highcapacity air conditioners. In the event that one fails, the others are capable of continuing to keep the room at a safe temperature.

Canada

The facility is cooled by multiple computer-room-class high-capacity air conditioners. In the event that one fails, the others are capable of continuing to keep the room at a safe temperature.

Connectivity

United States

The Hosting Facility has three separate high-capacity Internet feeds, each one of which is capable of carrying the communications load for the entire facility. Those connections are channeled through redundant Cisco network hardware to which T2's Cisco network equipment connects.

Canada

The Primary Facility has two separate high-capacity Internet feeds, each one of which is capable of carrying the communications load for the entire facility. Those connections are channeled through redundant Cisco network hardware to which T2's Cisco network equipment connects.

Security

United States

The facility is protected by proximity card readers and biometric scanners as well as a 24-hour on-site monitoring staff and cameras in each hall and every room. The facility is less than two miles from the police headquarters for the city police department.

Canada

The facility is protected by proximity card readers and pin pads / finger print scanner, as well as a 24-hour monitoring and cameras in each hall and every room. The facility is less than five kilometers from the police headquarters for the city police department

Fire Protection

United States

The facility is protected by a non-water fire suppression system in each room.

The rooms are separated from each other by firewalls.

Canada

The facility is protected by a gaseous fire suppression system installed in all data suite areas. The data center is separated from the rest of the building by a 1-hour rated firewall.

T2 Equipment

United States

T2's hosting equipment consists of a Cisco Unified Computing Systems solution with Cisco Enterprise-Class networking hardware. All of it is covered by a 24x7 service agreement with a 4-hour response time guarantee from those vendors.

Within each system is substantial redundancy.

Canada

T2's equipment in the Primary Facility consists of HP ProLiant Gen 8 servers and a Cisco Unified Computing Systems solution with Cisco Enterprise-Class networking hardware . All servers have redundant spares and within each system is substantial redundancy.

Processing Staff

No T2 staff employees are present in the Hosting Facility on a regular or daily basis. All hosting functions are conducted remotely as a regular business practice. Physical access to the equipment is required only for the purposes of hardware maintenance or upgrades. All other forms of processing can be, and typically are, performed remotely.

FUNCTIONAL TEAMS AND RESPONSIBILITIES

The following subsections describe each functional team's role as well as its responsibilities in preparing for, and responding to, a disaster. In some cases, individual team members are also members of multiple teams.

NOTE: This section and other parts of the DRP reference the Leadership Team and the Management Team, but the DRP does not define those teams explicitly. They are long-standing and well-defined teams within T2 that extend far beyond the scope of this DRP. All of the members of those teams are well known to anyone that would execute this DRP.

Disaster Recovery Team

The Disaster Recovery Team is the list of employees that will be most directly responsible for executing the Disaster Recovery Plan. However, it is recognized that a disaster that destroys the T2 Hosting Facility would likely be one of the single largest negative events that T2 could ever experience. Therefore, most T2 employees will be involved in the execution of the Disaster Recovery Plan at some level. The Disaster Recovery Team will provide guidance and direction to the rest of the company as T2 recovers from the disaster.

The Disaster Recovery Team assesses the extent of the damage to the Hosting Facility, reports to the Executive Team, and makes a recommendation on declaring a disaster. Upon declaration of a disaster, the Disaster Recovery Team has the primary responsibility for the steps necessary to move operations to the Standby Facility. The team will bring the Standby Facility systems online by managing the relocation of services to the Standby Facility, initiating and managing the recovery procedures at the Standby Facility, and responding to operational problems at the Standby Facility.

The pre-disaster responsibilities are:

Establish and maintain the recovery procedures for moving from the Hosting Facility to the Standby Facility in the event of a disaster (this DRP).

Manage and maintain the backup procedures.

Ensure that appropriate backups are made on the prescribed, rotating basis and are ready to be replicated off-site.

Maintain current, up-to-date systems operations documentation, ensuring that this documentation is suitably stored off-site.

The post-disaster responsibilities and actions are:

Receive the first alert regarding the disaster.

Assess the damage to each area of the computer facility.

Notify the Standby Facility and the off-site storage facility of a possible disaster.

Notify the Leadership Team regarding the disaster scope and communicate recommendation(s).

Coordinate recovery procedures.

Manage and restore the backups that were replicated to the Standby Facility.

Establish the data communications between customers and the Standby Facility.

Restore the operating systems on the computers at the Standby Facility.

Install all system software on computers at the Standby Facility.

Verify the operating systems and all other system and communication software are working properly.

Restore the application files to the systems at the Standby Facility.

Restore the data to systems at the Standby Facility.

Implement and maintain a problem log.

Provide information to the Support Services Team regarding the status of the system, operations, and the customer applications.

Support Services Team

The Support Services Team provides assistance and communications to customers during the disaster from the time the disaster is declared until operations resume at the Hosting Facility (or a replacement permanent Hosting Facility).

The disaster responsibilities and actions are:

Notify affected customers that a disaster has been declared, the nature of the disaster, and of any other initial information that is available and relevant.

Throughout the disaster, keep customers apprised of the disaster recovery system status, availability, accessibility, and projected timelines.

Provide problem diagnosis and resolution guidance/assistance to customers as they switch to the Standby Facility.

Assist the Disaster Recovery Team with any technical issues relating to the applications.

DISASTER PREPARADNESS

Backups

Schedule

United States

A full backup of all production data in the hosting environment is made once per week. An incremental backup is then built upon that full backup each business day. Data is replicated from the Hosting facility to the Standby facility via a Data Domain (deduplication) appliance. That leaves one copy of the data at the Hosting Facility on disk for use in recoveries from non-disaster-level failures, and a copy of data that is located on the Data Domain appliance at both the Hosting and Standby facilities.

Canada

Data is replicated from the Primary Facility to the Standby facility via a deduplication appliance. That leaves one copy of the data at the Primary Facility on disk for use in recoveries from non-disaster-level failures, and a copy of data that is located on the deduplication appliance at both the Primary and Standby facilities.

Standby Facility

T2 has access to a Standby Facility available 24x7x365 with adequate power, cooling, space, and connectivity to resume operations on an extended basis while a replacement permanent facility is procured. The Standby Facility is sufficiently distant from the Hosting Facility to make the likelihood of a disaster destroying both facilities extremely low. Details on this facility are in the Key Vendors List.

Hardware

Network

The Standby Facility has adequate network equipment in place and standing by.

That networking equipment is available for use in the event of a disaster.

Connectivity

The Standby Facility has the same bandwidth available as the primary Hosting Facility. The contract with the Internet Service Provider allows for use of that full bandwidth, but charges for it only when it is used. That arrangement allows the facility to remain "hot" with full bandwidth available 24x7x365 without a delay for activation.

Servers

T2 has standard server configurations on file with its primary hardware vendor. That vendor is available 24x7x365 and can arrange for expedited shipment and overnight delivery of replacement servers. Those servers would be delivered to the Standby Facility and brought online. Additionally, warrantied servers with ample capacity and performance for a full recovery of all production data sit idle in the Standby Facility. Each Quarter, these servers are brought online to check operational status, apply necessary firmware and software updates, and to test Disaster Recovery.

Tape Subsystem

The Standby Facility has a tape drive of the same type as the primary Hosting Facility. That drive is connected to a backup server running the same version of software as the Hosting Facility. Upon receipt of the tapes from the tapes from the media storage facility, it can immediately begin to restore data from the tapes.

DISASTER RECOVERY ACTION PLAN

Detection

Because T2 has no staff physically present at the Hosting Facility, in all likelihood, T2 will learn of the disaster first through automated notification performed by servers that are not at the Hosting Facility. T2 has multiple systems actively checking on the health and status of the production equipment. In the event that the hosting systems stop responding, T2 IT staff begins receiving notifications within 1-2 minutes. If remote access

systems fail to provide a connection to our systems, T2 staff will immediately get in contact with the staff of the Hosting Facility. Failure to reach them concurrent with an inability to access T2's equipment remotely almost certainly signals a major disaster that will call for the execution of this plan. The staff of the Hosting Facility could also indicate that a disaster has occurred when T2's staff contacts them.

The staff of the Hosting Facility has the responsibility for notifying appropriate emergency agencies (Fire, Police, Ambulance, etc.) in the event of a facility-level event. The focus for T2 employees will be strictly on the T2 equipment housed within the Hosting Facility.

Evaluation

The first T2 employee to become aware of the disaster will immediately begin execution of this plan. The first step is to notify the Disaster Recovery Team as identified the Disaster Recovery Team List. That list contains the names of all team members and all of their contact information. It will be kept up to date and will be redistributed any time any changes occur. Because distribution of that list will be in the form of email, distribution can be frequent and immediate. Recipients are responsible for printing copies as appropriate.

As soon as reasonably possible (and physically safe), the Disaster Recovery Team will personally visit the Hosting Facility and make an initial determination of the extent of the damage. The first outcome of their visit will be a recommendation that the execution of all, some, or none of the Disaster Recovery Plan should immediately begin.

The Disaster Recovery Team will determine if:

- Regular operations can be continued or promptly restored at the Hosting Facility with minimal or no assistance from other teams within T2. In other words, T2's equipment suffered no damage or only minor damage and the Hosting Facility is capable of resuming operations in less time than it would take to move to the Standby Facility and processing can be restarted in a relatively short time with no special deployment of personnel.
- 2) Limited operations can be continued or restarted at the Hosting Facility and plans started to repair or replace unusable equipment can begin immediately. Anticipated completedowntime is less time than it would take to move to the Standby Facility and critical processing can be restarted in a relatively short time with the emergency assistance of some additional T2 personnel.
- 3) The Hosting Facility has been damaged or destroyed to the extent that the Standby Facility must be used and the full DRP must be initiated. The Hosting Facility cannot be repaired or restored in less time than it would take to move to the Disaster Recovery Facility and/or T2's equipment has been damaged such that restoration-in-place is not possible.

In the event of a disaster, the Disaster Response Team will evaluate the damage to the physical assets and functional capability of the Hosting Facility, and report its findings to the Leadership Team. Only the Leadership Team has the authority to declare a disaster.

Based on the recommendation of the Disaster Recovery Team, the Leadership Team will decide on and approve a plan of action. If the Disaster Recovery Team makes recommendation 1 or recommendation 2 (from the above list) and the Leadership Team concurs, this service interruption will be deemed to be a non-disaster and will be addressed using the normal (or slightly modified) service interruption procedures as appropriate.

Though the primary focus of the Disaster Recovery Team is expediting the resumption of normal operations for T2's customers, the Disaster Recovery Team also needs to take steps to protect T2's financial status. If it can be done safely and quickly, photograph the Hosting Facility. Those photographs may be valuable in the aftermath of the disaster as the Disaster Recovery Team works with the Finance department on filing insurance claims and follows up with insurance adjusters.

Notifications

Initial Internal Notifications

Notify the Leadership Team and the Management Team

Notify the rest of the T2 Staff

Initial External Notifications

Notify customers that a disaster has occurred and provide them a timeline and method for receiving further updates (via the Support Services Team.) Notify vendors of the disaster and prep them to begin providing emergency services on an expedited basis.

Notification Procedure

Following a disaster at the Hosting Facility, the Disaster Recovery Team will contact the head of the Support Services Team, or one of the other contacts in that team if the head of the team is unavailable. When a contact is reached, that person will contact the remaining staff on the team. In order to insure complete and consistent communication, a brief message will be dictated over the phone and the called person will write down the message. At the end of the message, the called person will read back the message to verify that all critical information is stated. This same procedure will be used for all calls.

NOTE: A complete and current list of customers is maintained in salesforce.com. The Support Services Team will be responsible for contacting customers in the event of a disaster at the Hosting Facility.

Establish Control Center

In the event of a disaster at the Hosting Facility, the T2 Main Office in either Vancouver or Indianapolis (depending on the location of the disaster) will serve as the control center for the execution of the Disaster

Recovery Plan. However, as this function is outside the normal usage of the T2 Main Office, it may be necessary to take special measures to make the facility more usable in this mode. Those measures will likely entail such things as using the board room or training room as a meeting center for the duration of the disaster recovery process.

Establish Disaster Recovery Log

As soon as the control center has been established, the leader of the Disaster Recovery Team (or a designated team member) will begin logging the events that occur during the disaster recovery process to the T2 SharePoint site. T2 SharePoint is a hosted Cloud Solution, so a disaster at the Hosting Facility will not interrupt the operation of the T2 SharePoint site. As the T2 SharePoint site is available to all T2 employees, it will serve as the primary source of updates during the disaster recovery process.

Establish Telecommunications

Make arrangements with the telephone company, and other communications vendors, for delivery and installation of temporary equipment. Vendors that specialize in used equipment can deliver their equipment in a very short time. A complete series of tests will be conducted to ensure full recovery of the communication network capabilities, and full restoration of service will be provided at the original or new alternate facility.

Provide Frequent Updates

During the disaster, it is imperative that the Disaster Recovery Team keep all parties (including customers) informed on the status of the recovery process and of projected timeline for resuming operations. Therefore, it is the responsibility of the Disaster Recovery Team to arrange for periodic status reports to all parties (though they may not be delivering them directly).

Restore Files from Deduplication Devices

Restores will begin on the Deduplication device at the appropriate Standby facility to the appropriate Storage Area Network.

Restore Data and Applications to Replacement Servers

Power on Servers

Upon notification of disaster, the disaster recovery servers are powered on and configurations and software is updated in preparations for data loads.

Load Database Servers

Using the data restored from the tapes or the deduplication device to the backup server, load the data into the database servers. This process will

take several hours. During the reload, begin working on the application servers.

Prepare Application Servers

Using the data restored from the tapes or the deduplication device to the backup server, load the application server configurations on to the application servers.

Activate Applications

Start each application and verify correct operation. This process can also be aided by the Support Services Team. Each client's site(s) will have to be verified as will the connection between their Flex, Iris or ParkinSoft site and any additional systems listed in FlexPort.

Notify Customers of Standby Facility Recovery Completion

Have the Support Services Team contact each customer and work with them to verify that they can get full access to the systems in the Standby Facility and that they can resume their work. Troubleshoot any problems and work with the Disaster Recovery Team to resolve them.

RESUMPTION OF NORMAL OPERATIONS

The Standby Facility is intended only for temporary operation in the immediate aftermath of a disaster at the Hosting Facility. Although it is capable of running the entire hosting operation indefinitely, it is not intended to be a permanent solution. The sections below detail the high-level plan for moving back to the original Hosting Facility if it can be repaired or rebuilt in a reasonable amount of time, or to a new Hosting Facility if it can't.

Personnel

The Disaster Recovery Team will also be responsible for orchestrating the move from the Standby Facility to the new/rebuilt Hosting Facility. They will research the options, costs, and timelines and then make a recommendation to the Leadership Team for approval. Only the Leadership Team can approve the move back to a permanent Hosting Facility.

Site Selection

Same Facility

The simplest move would be to return to the original Hosting Facility. That would minimize the number of changes to the environment, and would likely simplify the process for T2's customers as well.

Same Co-Location Company, Alternate Facility

In the event that the original Hosting Facility cannot be restored to full operation in a reasonable amount of time, the next option that will be

considered is to move to an alternate facility operated by the same Co-Location company.

New Co-Location Company and Facility

If it is determined that the original co-location company is unable to provide T2 with suitable space in an acceptable amount of time, the Disaster Recovery Team will solicit quotes from other facilities in the area. There are several other large, reputable, companies in the central Indiana area that provide co-location services. The Hosting Company List contains the details and contact information for those companies.

Strategy

Unlike the original disaster which was obviously unplanned and unpredicted, the return to the Hosting Facility will be scheduled in advance and performed such that it minimizes the additional impact on T2's clients. The move will be accomplished in phases either by physically moving servers (or drives) during a late-night move, or by transferring data during a late-night outage.

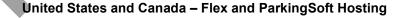
Care will be taken to make sure that all network changes and DNS changes are done in advance to minimize impact on T2's clients as the move is completed. All clients will receive communications about the timing of the move and any required changes well in advance of the move.

Timing

The return to a permanent Hosting Facility will be scheduled as soon as it is reasonably possible to perform without causing undue hardship for T2's clients. The plan will be constructed to minimize the risk of further downtime for T2's clients and thus minimize the impact on their day-to-day operations.

DISASTER RECOVERY TESTING

Methodology



The current methodology for testing the DR Strategy is a Quarterly Disaster Recovery Test. This test is performed by T2's IT Infrastructure Administrators and involves:

- 1) Powering on Disaster Recovery Servers.
- 2) Updating servers with latest hardware and software updates as necessary.
- Bringing online one standby FlexPort and Flex application under the "-DR" nomenclature. For example, "customerdr.t2flex.com" and "customer-dr.t2hosted.com."

- a. For ParkingSoft we will restore a copy of the primary database and validate with query that the data was restored
- 4) Restoring one customer's configuration and one database into the standby database and application servers.
- 5) Verifying connectivity through the standby facilities firewalls and routers from outside internet connectivity.
- 6) After completion of testing, including items such as running reports, tasks, etc., the database and application is removed from the standby facility and the standby facility is shutdown.
- 7) This document is updated to reflect the test and the results of the test by an IT Infrastructure Administrator.

Canada – Digital Iris

1)

2)

3)

The current methodology is daily database restore tests that restored to servers and deduplication appliances in the standby facility, and then tested by automated scripts which alert team members through our notification system of success or failures of the restore.

Additional testing methodology is completed after large infrastructure changes:

Powering on Disaster Recovery Servers.

Updating servers with latest hardware and software updates as necessary.

Bringing online an instance of Iris.

Verifying connectivity through the standby facilities firewalls and routers from outside internet connectivity.

After completion of testing, including items such as running reports, tasks, etc., the database and application is removed from the standby facility and the standby facility is shutdown.

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expedient

INDEPENDENT SERVICE AUDITORS' REPORT ON A DESCRIPTION OF A SERVICE ORGANIZATION'S SYSTEM

BASED ON CRITERIA SPECIFIED IN SERVICE ORGANIZATIONS CONTROLS NUMBER 3

SOC 3

For the period October 1, 2017 through September 30, 2018



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Consultants

Business

LHOM

PBCKER • T Certified Public Accountants & 1

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SECTION I - REPORT OF INDEPENDENT AUDITORS

CONTINENTAL BROADBAND/EXPEDIENT

Scope

We have examined Expedient's accompanying assertion tiled "Assertions By Management Of Expedient" (assertion) that the controls within Expedient's Data Center System ("the System") were effective throughout the period October 1, 2017 to September 30, 2018, to provide reasonable assurance that Expedient's service commitments and system requirements were achieved based on the trust services criteria relevant for security, availability and confidentiality (applicable trust services criteria) set forth TSP section 100, *Trust Services Principles and Criteria for Security, Availability, Processing Integrity, Confidentiality and Privacy (AICPA, Trust Services Criteria) (2017)*. We have also examined the suitability of the design and operating effectiveness of controls to meet the requirements set forth in the HITRUST Common Security Framework Version 9.1 Level 1 control specifications (HITRUST CSF requirements). Expedients' management is responsible for this assertion. Our responsibility is to express an opinion based on our examination.

Service Organization's Responsibilities

Expedient is responsible for its service commitments and system requirements and for designing, implementing, and operating effective controls within the system to provide reasonable assurance that Expedient's service commitments and system requirements were achieved. Expedient has also provided the accompanying assertion about the effectiveness of controls within the system. When preparing its assertion, Expedient is responsible for selecting, and identifying in its assertion, the applicable trust service criteria and for having a reasonable basis for its assertion by performing an assessment of the effectiveness of the controls within the system.

Service Auditor's Responsibilities

Our responsibility is to express an opinion, based on our examination, on whether management's assertion that controls within the system were effective throughout the period to provide reasonable assurance that the service organization's service commitments and system requirements were achieved based on the applicable trust services criteria. Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform our examination to obtain reasonable assurance about whether management's assertion is fairly stated, in all material respects. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

Our examination included:

- Obtaining an understanding of the system and the service organization's service commitments and system requirements
- Assessing the risks that controls were not effective to achieve Expedient's service commitments and system requirements based on the applicable trust services criteria
- Performing procedures to obtain evidence about whether controls within the system were effective to achieve Expedient's service commitments and system requirements based the applicable trust services criteria

Our examination also included performing such other procedures as we considered necessary in the circumstances.



Inherent limitations

There are inherent limitations in the effectiveness of any system of internal control, including the possibility of human error and the circumvention of controls.

Because of their nature, controls may not always operate effectively to provide reasonable assurance that the service organization's service commitments and system requirements were achieved based on the applicable trust services criteria. Also, the projection to the future of any conclusions about the effectiveness of controls is subject to the risk that controls may become inadequate because of changes in conditions or that the degree of compliance with the policies or procedures may deteriorate.

Opinion

In our opinion, management's assertion that the controls within Expedient's System were effective throughout the period October 1, 2017 to September 30, 2018, to provide reasonable assurance that Expedient's service commitments and system requirements were achieved based on the applicable trust services criteria and HITRUST CSF requirements is fairly stated, in all material respects.

Packer Thomas

Canfield, OH December 4, 2018

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ASSERTIONS BY MANAGEMENT OF EXPEDIENT

We have prepared the description of Expedient's system for providing colocation and managed services to customers during the period October 1, 2017 to September 30, 2018. The description is intended to provide users with information about the data center system for colocation and managed services particularly system controls intended to meet the criteria for the *Security, Availability, and Confidentiality* principles set forth in AICPA, TSP section 100, Trust Services Principles, Criteria, and Illustrations for Security, Availability, Processing Integrity, Confidentiality, and Privacy and the applicable requirements set forth in the HITRUST Common Security Framework Version 9.1 Level 1 (HITRUST CSF requirements) as noted in the description.

We confirm, to the best of our knowledge and belief, that the description fairly presents the data center system throughout the period October 1, 2017 to September 30, 2018, based on the requirements set forth in the HITRUST CSF:

The description contains the following information:

- 1. The types of services provided and the applicable HITRUST CSF requirements
- 2. The components of the system used to provide the services, which are the following:
 - a) Infrastructure The physical and hardware components of a system (facilities, equipment, and networks).
 - b) **Software** The programs and operating software of a system (systems, applications, and utilities).
 - c) **People** The personnel involved in the operation and use of a system (developers, operators, users, and managers).
 - d) **Procedures** The automated and manual procedures involved in the operation of a system.
 - e) Data The information used and supported by a system (transaction streams, files, databases, and tables).
- 3. The boundaries or aspects of the system covered by the description
- 4. How the system captures and addresses significant events and conditions
- 5. The process used to prepare and deliver reports and other information to user entities and other parties
- 6. If information is provided to, or received from, subservice organizations or other parties, how such information is provided or received; the role of the subservice organization and other parties; and the procedures performed to determine that such information and its processing, maintenance, and storage are subject to appropriate controls
- For each principle being reported on, the applicable trust services criteria and the related controls designed to meet those criteria, including, as applicable, complementary user-entity controls contemplated in the design of the Expedient's system
- 8. Other aspects of the service organization's control environment, risk assessment process, information and communication systems, and monitoring of controls that are relevant to the services provided and the applicable trust services criteria
- 9. Relevant details of changes to the service organization's system during the period covered by the description

The description does not omit or distort information relevant to the service organization's system while acknowledging that the description is prepared to meet the common needs of a broad range of users and may not, therefore, include every aspect of the system that each individual user may consider important to his or her own particular needs.

We further confirm that, to the best of our knowledge and belief, the controls stated in description were suitably designed and operated effectively throughout the specified period to meet the applicable trust services criteria.

Note: A signed original of this document is on file.

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SECTION II—DESCRIPTION OF THE SYSTEM PROVIDED BY EXPEDIENT

Introduction to Expedient

Continental Broadband dba Expedient is a cloud and data center infrastructure as a service (IaaS) provider with local operations in Pittsburgh, PA; Baltimore, MD; Boston, MA; Cleveland, OH; Columbus, OH; Indianapolis, IN and Memphis, TN. Ranked as one of the Top 10 managed services providers worldwide on the 2018 MSPmentor 501 list, Expedient's converged solutions enable clients to focus on strategic business innovation, while the Expedient team handles operation of the information technology needed to support it.

Expedient operations are headquartered in Pittsburgh, Pennsylvania where a staff of highly skilled network and system engineers provide oversight and support services to more than fifteen hundred core customers. The Cleveland, Boston, Baltimore, Columbus and Memphis offices staff according to operational demands, and are responsible for providing local market sales, service and engineering support. All data center locations are staffed 24 hours a day, 365 days per year so that Expedient customers have the peace of mind knowing that they can always receive immediate, hands on support should the need arise. Operations Support Centers (OSC) in each of the data centers are integrated and virtual, with a sophisticated suite of "high availability" device monitoring tools, customer relationship management (CRM) software programs, IP telecommunications systems and physical security packages to ensure a consistently high standard response and resolution protocol. The markets are connected by a diverse and fully redundant, multi-gigabit, Ethernet transport network, providing operational efficiencies and unique capabilities that most competitors cannot match. This structure creates a competitive differentiator for clients who are looking for multi-market hosting solution.

Operations

A complete overview of the capabilities and technical features of each of Expedient's locations as well as virtual tours can be found at:

https://www.expedient.com/the-data-centers/

OVERVIEW OF SERVICES

The Company provides client solutions in these categories:

Backups – recover data following its loss or revert files to a state prior to a recent change by leveraging a best-in-class solution for peace of mind from hardware failure, software defects, human error and other common causes

Compliance & Security – satisfy a variety of industry and government mandates including Health Insurance Portability and Accountability Act (HIPAA), Payment Card Industry Data Security Standard (PCI-DSS), Sarbanes-Oxley (SOX), EU-U.S. Privacy Shield Framework, Food and Drug Administration (FDA) Part 11 and more through the implementation of safeguards and the publication of third party attestations documenting process controls that are complementary to your own

Computing Infrastructure – reliably meet production or development availability and performance needs with tailored solutions that include the features your team needs to keep clients satisfied and grow your business

Disaster Recovery – continue critical technology infrastructure operations following the loss of function at a primary location through real-time replication and automatic failover responsiveness to maximize recovery time objectives

Storage – rely on the capacity and performance availability needed to safeguard critical data as your business grows

The Company offers these services as part of its solutions:

Cloud – our hardware infrastructure expertise ensures the continuous performance and availability of your applications

- Enterprise Cloud a scalable VMware software-defined data center (SDDC) with operational consistency to on premises workloads hosted at Expedient
- Public Cloud maximum cost effectiveness through shared infrastructure



- Private Cloud maximum segmentation for challenging compliance requirements through dedicated infrastructure
- On-Site Private Cloud an Expedient private cloud at any location
- Virtual Colocation for teams already familiar with managing virtual computing assets
- Virtual Instance for teams that want assistance managing virtual computing assets
- VMware Cloud on AWS a scalable VMware software-defined data center (SDDC) with operational consistency to on premises workloads hosted on AWS
- Disaster Recovery as a Service (DRaaS) failover application environments with the push of a button between two or more of our data centers or your location and one of our data centers

Colocation – our data centers provide the perfect environment for your own physical assets as you establish your cloud presence over time

- Cabinets lockable and dedicated to your equipment
- Cages encompassing multiple cabinets and providing greater segmentation for challenging compliance requirements
- SlimLine Cages encompassing multiple cabinets with maximum cost effectiveness to provide greater segmentation for challenging compliance requirements
- Power & Cooling tailored to the unique needs of your hardware configuration to ensure peak performance and maximum life expectancy
- Remote Hands our professionals are on-site 24x7x365 to provide assistance with physical requests so you can save travel time

Managed Services – our technology professionals deliver expert management and advice to enhance your team in the areas you need it

- Advanced Threat Prevention (ATP) detect and prevent cyberattacks with state-of-the-art machine learning that continuously analyzes threats like malware
- Backup consolidate heterogeneous systems and databases onto a standardized platform to enable recovery when you need it
- Cloud Storage ensure data availability and mitigate the risk of critical data loss with object, file, and data protection secondary storage options
- Data Encryption at Rest protect unstructured data from unauthorized access using a key management server (KMS)
- Distributed Denial of Service (DDOS) Mitigation real-time examination of network traffic to restrict suspicious flows and ensure a high quality of service
- Firewall enforce access control to protect your critical data; choose optional failover capability to establish the most efficient recovery time objectives
- Intrusion Detection Service (IDS) inspect network traffic to identify malicious packets for further analysis by clients
- Load Balancer scale applications by distributing user session workloads across multiple servers
- Microsoft Active Directory centralize authentication, group security policy, print services and other process standards
- Operating System let our team manage security patching, anti-virus and other tasks that distract you from your strategic priorities
- Push Button DR replicate workloads using software defined networking and dynamic routing protocols to move all workloads and public IP addresses seamlessly between different geographic locations
- Storage choose from a variety of options that match your needs for performance and cost
- Two-Factor Authentication protect your systems from unauthorized access with a one-time password
- Unified Log Management record and archive system events for remediation and forensic purposes
- Virtual Private Network protect your data in transit with encryption
- Vulnerability Scanning validate information technology infrastructure through analysis of known vulnerabilities

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Networking – our data centers are connected to each other, the world's largest networks and your locations to enable a converged infrastructure capable of serving your whole team

- Ethernet Anywhere connect external locations in the same city to Expedient
- Wide Area Network connect any external locations to Expedient, including through the use of software defined networking (SDN)
- Internet Access connect to public networks
- Inter-Data Center transport data between Expedient facilities
- Multi-Cloud Connection enable dedicated communication for hybrid workload use cases among Expedient and other clouds including Amazon Web Services, Microsoft Azure, Google Cloud, and more

Learn more about Expedient services at http://www.expedient.com.

DESCRIPTION OF THE SYSTEM

HITRUST controls that are part of the version 9.1 required controls but not applicable to Expedient.

HITRUST	HITRUST Requirement	Justification
Requirement	·	
Number		
06.c	Important records shall be protected from loss,	Expedient does not have access to or responsibilities
	destruction, and falsification, in accordance with	over clients' important records. Clients are responsible
	statutory, regulatory, contractual, and business	for ensuring their important records are protected from
	requirements	loss, destruction, etc. in accordance with 06.c.
06.d	Data protection and privacy shall be ensured as	Expedient provides managed services and colocation
	required in relevant legislation, regulations, and	services to a variety of clients, including those who
	contractual clauses.	process sensitive information through Expedient's
		infrastructure in use for health care, e-commerce and
		other related services. Expedient does not have any
		specific responsibilities or direct access to customer
		data.
09.e	It shall be ensured that the security controls, service	Expedient does not access sensitive information and
	definitions and delivery levels included in the third	does not use third party services for handling sensitive
	party service delivery agreement are implemented,	information.
	operated and maintained by the third party.	
09.k	Mobile code shall be authorized before its installation	PHI is not access by Expedient and Expedient does not
	and use, and the configuration shall ensure that the	manage customer's mobile code. This is a customer
	authorized mobile code operates according to a clearly	responsibility.
	defined security policy. All unauthorized mobile code	
	shall be prevented from executing.	
09.n	Security features, service levels, and management	Expedient is a network service provider. Customers can
	requirements of all network services shall be identified	purchase a variety of network configuration options at
	and included in any network services agreement,	their discretion to create a topology that meets their
	whether these services are provided in-house or outsourced.	own business requirements.
09.0	Formal procedures shall be documented and	Expedient does not use removable media to perform
	implemented for the management of removable media.	colocation and managed services. Customer data does
		not reside on removable media.
09.s	Formal exchange policies, procedures, and controls	Since Expedient is an infrastructure provider,
	shall be in place to protect the exchange of information	customers define policies, procedures and controls for
	through the use of all types of communication	exchanging information.
	mediums.	
09.v	Information involved in electronic messaging shall be	PHI is not access by Expedient and Expedient does not
	appropriately protected.	manage customer's messaging systems. This is a
		customer responsibility.
09.x	Information involved in electronic commerce passing	Expedient does not provide electronic commerce
	over public networks shall be protected from	services.
	fraudulent activity, contract dispute, and unauthorized	

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HITRUST	HITRUST Requirement	Justification
Requirement		
Number		
	disclosure or modification.	
09.y	Information involved in online transactions shall be protected to prevent incomplete transmission,	Expedient does not provide electronic commerce services and does not manage online transactions. This
	misrouting, unauthorized message alteration, unauthorized disclosure, unauthorized message duplication or replay.	is a customer responsibility.
09.aa	Audit logs recording user activities, exceptions, and information security events shall be produced and kept for an agreed period to assist in future investigations and access control monitoring.	While Expedient logs important information related to operating infrastructure, logging user activities related to accessing sensitive data is the responsibility of Expedient's customers. Customers may or may not purchase relevant services to facilitate such log auditing
10.b	Data input to applications and databases shall be validated to ensure that this data is correct and appropriate.	at their discretion. Expedient does not provide application or database entry services.
10.f	A policy on the use of cryptographic controls for protection of information shall be developed and implemented, and supported by formal procedures.	Expedient customers are responsible for cryptographic controls. Customers may or may not purchase relevant services to facilitate such cryptographic controls at their discretion.
10.h	There shall be procedures in place to control the installation of software on operational systems.	Expedient's customers are responsible for installation of software on their operational systems.
10.I	Outsourced software development shall be supervised and monitored by the organization.	Expedient does not outsource software development, nor does Expedient provide outsourced software development.

Organization and Administration

The governing structure promotes internal controls from the "top-down." Management communicates their aims to employees in a structured manner so that objectives are achieved.

Management has a clear division of responsibilities to help ensure that operations run smoothly and a system of internal controls and segregation of duties can be enforced. Segregation of duties is established through lines of reporting and enforced with logical and physical access controls. Specific areas of responsibility are clearly defined and access control is predicated on the employee position and job function. A formal organizational chart clearly identifies positions and responsibilities.

A core set of business values is established and documented to govern ethical behavior. A Code of Ethics formalizes the Company's business culture. The Code of Ethics covers topics including, but not limited to:

- Conflicts of interest
- Bribes and kickbacks
- Accurate and complete accounting and disclosure
- Anti-competitive conduct and fair pricing
- Confidentiality/Privacy of information of business partners and customers

The Code of Business Ethics also includes examples of items that should be disclosed and activities that are expressly prohibited. Expedient's Managers are responsible for familiarizing employees with this code. Managers are responsible for seeing that the employees and their supervisors are following this code in their business conduct and dealings. The Code of Ethics is incorporated into the Employee Handbook.

Policies and procedures and software solutions have been established to support Expedient's processing activities, customer support, and implementation of internal controls. Expedient has formal written policies, procedures and software to support business functions. Some additional detail on key processes is included at the end of this report for

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customer use. Policies, procedures, and software solutions include, but are not limited to:

- Policies and procedures for various functional areas
- Checklists to assist in implementing policy
- > Detailed descriptions of key systems and controls related to the systems
- Ticketing system software (Support Management Console (SMC)) for customer requests and problems, change control, and task management
- Disaster recovery information
- > Employee Handbook (contents include acceptable use guidelines)

Expedient has programs in place to help ensure that competent, ethical people are hired, and appropriately trained and evaluated. The Company facilitates third party criminal background and drug use screening as part of the hiring process. Pre-employment screening due diligence includes:

- Multiple Personal Interviews
- Work History Verification
- Personal Character References
- Street Drug Screen
- Criminal Background Conviction Screen
- Cognitive Ability and Job Skills Testing

Candidates applying for technical roles are required to demonstrate skills and competencies by responding to example questions and may be asked to complete assigned tasks in a lab environment simulating various conditions or circumstances. Further verification of education and certification achievement may also be pursued when necessary. Employees are trained on-site under the supervision of knowledgeable employees.

Expedient has a formal evaluation system. Expedient's performance objective and measurement tool, Partners in Performance, has three main components:

- 1. **Performance Planning:** The employee is asked to set personal performance objectives jointly with a team leader; the objectives are aligned with those of the employee's work team, department, the Company and Landmark (parent company).
- 2. **Coaching and Feedback:** The employee receives continuous feedback on performance from a variety of sources. These may include a team leader or supervisor, fellow team members and internal and external customers.
- 3. **Performance Review:** A formal review of an employee's performance is done at least once a year and should supplement ongoing feedback. During this process, the employee completes a self-assessment and discusses it with a team leader.

Project Management

To create a standard internal framework of products and services for operations personnel to implement, new customer requirements are translated by a project management process. A dedicated project manager is assigned to the implementation to be the single point of contact for the customer. The Company uses a traditional approach to project management:

- Initiation Expedient conducts an internal contract/project review within a week after contract signing so that the sales/sales engineering team can convey the unique requirements of the individual customer in relation to the standard products and services chosen to meet them.
- Planning The project manager will lead the process of establishing the chronology of events necessary to successfully complete the implementation. Consensus will be sought to finalize a definitive timeline to proceed to the execution phase.
- Execution The project manager will aggregate regular updates from the various subject matter experts and conduct weekly update calls/meetings with the key customer contact to report on progress.

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- Monitoring The delivery and sales engineering teams meet weekly to review project milestones and react to inevitable exceptions.
- Completion The project manager will verify that all services specified in the contract have been delivered and facilitate a transitional relationship with the Operations Support Center (OSC) for post-implementation support.
- Follow Up The project manager or a member of the OSC management team will check back with the customer after several weeks of production implementation to review their experience.

Risk Assessment

Management is responsible for identifying the risks that threaten achievement of the control objectives stated in the Description of the System. Management has implemented a process for identifying relevant risks. This process includes estimating the significance for identified risks, assessing the likelihood of their occurrence and deciding about actions to address them. However, because control objectives relate to risk that controls seek to mitigate, management thoughtfully identified control objectives when designing, implementing, and documenting the system.

Establishing Control Objectives

Expedient manages a variety of risks from external and internal sources, and a precondition to effective risk management is establishing basic controls and overall control objectives that align these internal and external conditions with our Company's tolerance of risk.

Risk Identification

Regardless of whether the objective is stated or implied, Expedient's risk-assessment process considers all risks that may occur - it is important that risk identification be comprehensive. Expedient considers significant interactions between itself and relevant external parties that could affect our ability to provide reliable services when establishing internal controls.

Expedient management considers both internal and external risks including:

External Risks

- Changing customer needs or expectations that could affect service offerings/development, operational processes and service, pricing or warranties.
- > Technological developments that could affect the nature and timing of various service offerings.
- > Competition that could alter marketing or service activities.
- > New legislation and regulations that could force changes in operating policies and strategies.
- > Acts of nature and catastrophes that could lead to changes in infrastructure, operations or information systems.
- Economic changes that could have an impact on decisions related to financial, capital expenditures and expansion.

Internal Risks

- > A disruption in information systems processing that could adversely affect our ability to operate.
- > The quality of personnel hired and methods of training and motivation that could influence the level of control consciousness within our organization.
- > A change in management responsibilities that could affect the way certain controls are affected.
- > The nature of Expedient's activities and employee accessibility to assets that could contribute to misappropriation of resources.

The risk management process focuses on supporting management's decisions and responding to potential threats by assessing risks and identifying important controlling factors. The risk management process provides assurance that Expedient's management decisions are implemented with predictable outcomes.

Risk Analysis

Expedient's methods for analyzing risks vary largely because our Company's risks are difficult to quantify. The process usually involves:

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- Estimating the significance of the risk, including severity of impact on operations.
- Assessing the likelihood of the risk occurring.
- Considering how the risk should be managed.

Once the significance and likelihood of the risk is assessed, management considers how the risk should be managed. This involves judgment based on assumptions about the risk and reasonable analysis of costs associated with reducing the level of risk. Necessary actions are taken to reduce the significance or likelihood that the risk occurs, including reviewing existing controls and establishing new controls.

Specific to the area of compliance risk, processes exist to monitor and assess current and new federal regulations. The Executive team of Expedient is on mailing lists and keyword search notices to stay in touch with any pending or recently passed regulations that may or may not affect the business. Expedient's parent company retains service of legal counsel, Wilcox & Savage, Norfolk, VA, to advise on any and all regulatory questions, requirements, filings and other compliance assistance. Expedient has adopted an Acceptable Use Policy, Expedient Terms and Conditions for Use of Service, which all users of Expedient services are bound. The Acceptable Use Policy requires lawful use of services and respect of rights of other parties. In addition, among other provisions, the policy covers web content and prohibited user activities.

Expedient Corporate Information Security

Expedient implements information security practices to protect the confidentiality and integrity of customer and company data systems. Expedient has instituted a Security Awareness Policy to communicate security expectations to the Expedient professionals through use of orientation for new employees and periodic Security Awareness bulletins for existing employees.

Before being granted access to Expedient facilities all visitors must sign in on the visitor log, which is reviewed and verified by authorized team members, and obtain visitor badges for identification purposes.

Controlled building access and secure access to specific areas are ensured through the administration of proximity cards and/or biometric devices at each location. Physical access restrictions for personnel are enforced with the use of an ID badge system, proximity access cards, and biometric access devices. Logical access to core networking equipment and customer resources is granted only to those personnel in roles that require such access by requiring passwords for access. To effectively manage security incidents, an Incident Response Process has been instituted, which outlines the procedures for responding to security incidents. This process is further defined below.

General Physical Security and Environmental Controls

Each data center is a single purpose facility engineered to address security and network redundancy, enabling Expedient to offer high availability to its customers. The below description of the data centers' environmental and physical access controls includes controls that are common to all data centers in scope; however, certain data centers have additional controls to supplement those described in this report.

Electrical and Mechanical System Controls

Data centers feature redundant HVAC (Heating Ventilation Air Conditioning) units which provide consistent temperature and humidity within the raised floor area. HVAC systems are inspected regularly and air filters are changed as needed.

Data centers are equipped with sensors to detect environmental hazards, including smoke detectors and water detectors. Data centers are equipped with fire detection and suppression systems and hand held fire extinguishers. Fire detection systems, sprinkler systems and chemical fire extinguishers are inspected at least annually.

Data center and office facilities are equipped with uninterruptible power supplies (UPS) to mitigate the risk of short term utility power failures and fluctuations. The UPS power system is redundant with instantaneous failover in the event of a primary UPS failure. The UPS systems are inspected on a monthly basis.

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Data center and office facilities are equipped with diesel generators to mitigate the risk of long term utility power failures and fluctuations. Generators are tested monthly and maintained to provide assurance of appropriate operability in the event of an emergency. Expedient personnel are on duty 24/7 at all Expedient's data center facilities.

Data Center Physical Access

The data centers are highly restricted areas which require a much greater level of security and access control than traditional office spaces. As such, only individuals with express authorization may enter these areas. Access privileges will only be granted to individuals who have a legitimate business need to be in a data center area. Facility access is unescorted in the case of employees and certain contractors who hold assigned electronic keys. Facility access is escorted for all other visitors including all customers who must check in and out, and wear a temporary identification badge.

The data center Access Control Log must be properly maintained at all times. The Log is maintained by Operations Support Center (OSC) staff and a self-service Visitor Access Management (VAM) kiosk system. All individuals with Controlling Access to the data center are responsible for maintaining the integrity of this log. The following procedures are followed:

- Each time an individual with Escorted Access to the data center is admitted to the area, he/she must properly "Check In" on the Access Control Log at the time of entrance. The person admitting the visitor must countersign and fill out the appropriate section of the form located within the Support Management Console (SMC).
- Each time an individual with Escorted Access leaves the area, he/she must properly log out on the Access Control Log at the time he leaves (even if only for a short time). The person with Controlling Access to the area who allows the visitor to leave must fill out the "Check Out" section of the Access Control Log.
- The VAM facilitates ingress and egress of all unescorted visitors including all customers, certain contractors and any other visitors who are not employees of the Company including but not limited to interviewees, business partners and family members.
- The primary components of the system are Visits, Scheduled Visits, and Visitors, as each visit is independent of Scheduled Visits and a scheduled visit could generate one or many visits.
 - Visitors a list of every person who has visited a facility or has a scheduled Visit
 - Visits a list of all check in, verify and check out activity
 - Scheduled Visits
- Authorized Visitors on distinct customer escalation lists in the SMC are authorized for entry into our facilities; Users with administrative privileges in the SMC have authorization to grant access to other Users or anyone else.
- Ad Hoc Visitors for which there is no SMC relationship and must be added to a scheduled visit via direct input. A Visitor who registers at the kiosk will appear on the 'Arrived' tab and in the 'All visitors' tab. Any person identified by a User with Visit Administrative privileges may be granted access.

All escorted visitors are required to present a valid photo identification card to verify their identity whether or not their visit is scheduled.

Shipping, Receiving & Limited Short Term Storage

This policy and its accompanying procedures are used to ensure that all shipping, receiving and limited short term storage requests from customers are processed and tracked in a consistent manner.

Scheduling Shipments

Inbound and outbound shipments may be scheduled by Customers through the Support Management Console (SMC) at <u>https://support.expedient.com/</u> or by calling the Expedient Operations Support Center (OSC).

All outbound shipping from Expedient facilities must be scheduled 24 hours in advance through the Support Management Console (SMC) or by phone through the Operations Support Center (OSC). Customer must communicate all specifics in writing and prepare parcels for shipment. Expedient does not provide packing material.

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All inbound receiving of shipments to an Expedient data center must be scheduled 24 hours in advance through the Expedient Support Management Console (SMC) or by phone through the Operations Support Center (OSC). Only scheduled shipments will be accepted for delivery.

Expedient shipping areas were designed for just-in-time shipping arrangements, meaning there is limited space for storage. Limited short term storage can only be provided for a maximum of 3 business days. Limited Short Term Storage of Received Customer Shipments at Expedient

Expedient will store a Customer's received deliveries for up to three business days after they've been notified of the delivery. If the delivery hasn't been retrieved after that time, Expedient will contact the Customer and attempt to make arrangements for retrieval. If no acceptable arrangements can be made, Expedient may have to return the delivery to the address of origination at the Customer's expense or begin charging storage fees at its discretion for each day beyond three. Expedient regrets that it cannot provide long term storage due to space constraints and security policies.

Removing Equipment from Expedient

Expedient requires that removal of equipment that was not brought in the same day must have a valid service request submitted at least one (1) business day (Monday – Friday) in advance and be notated with the quantity and description of the items to be removed. All items whether loaded to a truck from the dock or hand carried from the lobby must be verified with OSC personnel including, but not limited to documentation of quantity, make, type, model, serial number and any other identifiable information.

Digital video cameras monitor the data centers and points of ingress/egress. Digital video recordings are maintained for a minimum of 90 days.

Wireless Network Access

The Company maintains two separate wireless access zones for use by employees and visitors:

Employee Wireless Access Zone (wireless.expedient.com) – is facilitated by the corporate Microsoft Active Directory and requires valid credentials. PCs connected to the corporate Windows domain are automatically authenticated upon login while handheld devices (Smartphones, etc.) require a username and password to be entered manually. Employees have access to internal vLANs when connected to these access points similar to the wired network.

Visitor Wireless Access Zone (customer-wireless.expedient.com) – is open to anyone with the valid service set identifier (SSID) posted within common areas of Expedient facilities (e.g., lobby, conference room, break areas). Acceptance of the Company's terms and conditions of use of service (TCUS) is required by clicking a button in a web browser before access is granted. Access is limited to the public Internet and is provided as a professional courtesy to customers, vendors and other visitors. It is not possible to access internal vLANs from these access points.

Wireless access is monitored closely by the Company. The Operations Support Center audits wireless access points on a monthly basis using NetStumbler to scan for vulnerabilities and to assess the needed base level of security relevant to the affected network.

Network Security

Colocated customer servers and devices are located on separate VLANs, a switched network that is logically (not physically) segmented on common networking equipment. In VLAN technology, packets are switched between ports designated within the same VLAN; all broadcast traffic is contained within a particular VLAN. Every colocated customer has a separate VLAN. Typical customer implementations include a "public", or Internet-facing VLAN, and at least one "private" VLAN.

Across the Expedient network, the BGP exterior gateway protocol is utilized to exchange routing updates between peers, upstream transit providers, and the subset of Expedient customers who employ BGP within their own networks.

Customer-facing BGP sessions are subject to MD5 neighbor authentication at the customer's discretion. Additionally, access control lists are applied to these sessions on ingress, which include only those IP prefixes under a given customer's control. The customer's right to announce these prefixes is verified by ARIN records at the time of the

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customer's service activation. (The American Registry for Internet Numbers (ARIN) is a non-profit agency who handles registration and dispensation of Internet protocol addresses in North and South America.) Any announcement or routing update which falls outside the scope of these access lists is ignored by the Expedient network.

SERVICE DELIVERY

Operations Communication System High Availability

Communication is a critical component of the services that we provide. In order to ensure the reliability and availability of the systems required to keep in touch with key stakeholders, the Company made a significant investment to implement fault tolerance. By applying proven redundant routing and call/message flow techniques with carrier-class equipment and software, unified voice-over-IP and email communication system architectures were chosen.

The Company publishes both national toll-free customer service telephone numbers as well as local direct inward dialing (DID) numbers. The core system facilitates menu options, routed skill-based queues, pre-recorded messages, voicemail and many other functions that are relied upon to function normally, especially in emergency situations.

The core call processing hardware and circuitry functions of the system are mirrored between two of the Company's data center locations taking advantage of the inherent redundancies built into the physical plant.

Exchange 2013 is utilized to provide e-mail services for Expedient staff. E-mail is a critical function to our business. It is used to communicate internally to employees and externally to our clients. Additionally, it is integrated into the voicemail system and is the backend storage for voicemails in the enterprise.

The systems are tested from time to time when unplanned events occur that affect network connectivity. Planned disaster recovery testing is scheduled to occur once a year when more extensive failures can be simulated and validated at a time when business operations are least impacted.

Support Management Console

The Operations Support Center (OSC) is the focal point for management and monitoring of the Expedient infrastructure and customer services 24x7x365. With the assistance of cutting edge visualization software the OSC proactively ensures reliability of the network and reacts to unplanned events. It is primarily responsible for problem resolution and coordinates troubleshooting internally and with third parties. Customers utilize the Support Management Console (SMC) as a dashboard to take advantage of self-service so they can:

- > gain visibility to service related requests, create new ones, track updates (or add their own) and review history;
- > manage authorized users' contact information, permissions, facility access, notification preferences and more;
- view authorized visits including check in and check out dates and times;
- stay up-to-date with archived notifications that provide details about planned maintenance, unplanned event root cause analysis and other service related information;
- view managed device assets view alert history including follow up actions;
- Ieverage resources to share files, view usage patterns, edit service attributes like DNS and obtain escalation information and;
- view account information and subscription services.

High Availability Infrastructure

Expedient utilizes fully redundant enterprise-class Juniper routing and switching equipment for its core networking infrastructure. Shared infrastructure routers and switches feature redundant power and connectivity to the Internet is provided by redundant fiber and Internet backbone connectivity providers. Expedient utilizes advanced route optimization technology to provide efficient routing among the various backbone carriers.

Expedient provides customers with a stable infrastructure including servers with Anti-Virus tools to protect its network. Expedient has created a comprehensive virus management solution that works to prevent virus infections and automates the virus definition updating process. Tools are used to scan servers for viruses and infected files are

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automatically quarantined unless otherwise requested. Expedient maintains current virus signature updates to ensure networks are protected from newly developed threats. Expedient uses several tools that proactively detect and trace network-wide anomalies, including distributed denial of service (DDOS) attacks and worms. Through network-wide, router-based sampling, Expedient evaluates existing and potential threats by aggregating traffic from across the network using the Arbor Networks Peak Flow SP (service provider) appliances for detection and prevention. Expedient uses remotely triggering black hole (RTB) filtering technology on its border routers to automatically reject suspicious traffic as quickly as possible.

Multiple transit relationships guarantee that (1) a single failure in transit service will not make a site hosted from Expedient inaccessible, and (2) virtually all Internet customers can reach sites hosted on servers residing at Expedient's data center.

Connectivity is achieved through redundant dark fiber paths. Expedient owns the electronics which lights the fiber. Expedient connects to a diverse range of Tier 1 Internet providers. The contractual arrangements assure that all visitors can reach sites hosted at Expedient. In addition, IBM NETCOOL is used to monitor Internet connectivity.

Configurations of network infrastructure IP devices are regularly backed-up so a restore can be made to a current configuration at any time. Configuration snapshots are automatically archived nightly to the TACACS+ Server via SNMP-triggered TFTP uploads.

Multiple DNS servers provide for redundancy in resolution services. Expedient has five authoritative name servers and ten (10) resolving name servers located in different physical locations. Physical locations maintain at least one authoritative server and two resolving servers. Authoritative servers house primary (hosted) DNS data, and provide redundancy in that the data is replicated between the servers which are situated in geographically diverse locations. Authoritative servers use both the expedient.com and expedient.net domain names, which are served by distinct registrars, for domain name redundancy. Resolving servers host cached data, and they are used as DNS servers for all lookup requests from clients in a particular physical location; to provide redundancy, two resolving servers are located in every physical location. The location of the DNS servers creates fault tolerance in name resolution services.

Replacement parts and spare IP devices are available for quick replacements of faulty components. Expedient maintains an inventory of replacement parts and backup networking equipment to ensure rapid recovery in the event of hardware failure.

Capacity is monitored to meet operational and customer needs and to plan for growth. Internally, Expedient utilizes CACTI Application Performance Management software to monitor all links for capacity issues and line errors. CACTI provides network performance information to help pre-empt problems and optimize resources. Active SNMP polling of statistics relating to system resources (such as core switches, distribution layer switches, shared firewall cluster, and monitoring station) and link utilization is performed by the CACTI monitoring server.

CACTI is also made available to customers to monitor their individual resources, such as circuits, CPU and memory for capacity matters. Active SNMP polling of statistics relating to system resources and link utilization is performed by the CACTI monitoring server for customers who request the information.

INFRASTRUCTURE MAINTENANCE AND CHANGE MANAGEMENT

Overview of Shared Infrastructure

Expedient shared infrastructure represents any component of the communications network or physical environment that is not customer specific. Shared infrastructure is utilized by more than one Expedient customer to gain economies of scale for appropriate types of equipment.

Change Management Controls

The following change management policy applies to all changes -- including changes to infrastructure and managed services.

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Expedient has a formal policy that outlines procedures for change management; the procedures must be acknowledged with the employee's signature. Expedient requires absolute adherence to the policy; failure to use the process as described in the change management document or failure to involve others in the face of uncertainty results in disciplinary action.

Changes are approved prior to being put into production. For all changes governed by the Change Management Policy, the Engineer must complete a CMS Form that includes a project plan, a rollback plan and a monitoring plan. Approvals for each part of the change plan must be obtained.

Project Plan - The project plan includes the steps that must be completed to make the change in a checklist format. The Project plan must have at least one peer approval.

Rollback and Monitoring Plan - The rollback plan includes the list of steps that will be used if the change proves ineffective and must be reversed in a checklist form. The rollback plan must have at least one peer approval.

Regularly scheduled formal change control meetings are held to review change controls plans and to facilitate communication. Representatives from key operational areas attend the meetings. In these meetings, the change plans are reviewed, arrangements are made for customer service representatives to notify customers about planned outages, and previous changes are reviewed. At each change meeting, the change controller, an OSC representative for the change period, and the Single Point of Contact (SPOC) for each engineering organization are required to be present.

Changes are implemented during established timeframes to minimize disruption and facilitate communications. Standardized change periods are designated during each week so that change and communication of upcoming changes occurs in a structured manner. The change period is the interval between the time when a change is proposed and the time that it is scheduled to be implemented. This timeframe is established to allow the OSC adequate time to notify affected customers of upgrades. The change period generally starts at least 72 hours after the change meeting. This leaves enough time for customers to be contacted about upgrades and the possible loss of service.

That status of changes is tracked, monitored, and communicated throughout the organization. A change control log is maintained to track the status of all changes.

- > Date & Time date and time when change is scheduled to occur
- Purpose & Details a brief description of why the change is to be performed as well as a quick overview of the change itself
- > Performed by the engineer responsible for the change
- Rollback a brief description of what steps will be taken in the event of a rollback
- Monitoring a brief description of steps taken to confirm the change completed as planned
- Internal notification The internal notification is a yes/no answer. Depending on the change, an internal notification to employees may or may not be sent out.
- Customer notification This field will either be the name of the customer service person who is going to notify the customers of the change or an "n/a" if they decide not to notify customers of the change. The choice to notify (or not) is made by the appropriate customer service representative.
- Status and comments any relevant information to the change. This may be a status, more detail on the change, a reschedule date, or other necessary information.

Patching Deployment

Patch management procedures define lines of communication. All devices are subject to patch management deployment practices. Specific procedures are established for internal and external communication about patch installations, including who to send emails to, required email content, etc. Expedient has detailed written procedures that define the patch management process on a day by day basis. Expedient management has established methods to stay informed of security issues, potential vulnerabilities and patches. All Microsoft OS-based systems are tracked in a proprietary database with OS, Service Pack, Domain, Physical Location, and special instructions for patching. All Non-Microsoft OS-based systems are tracked in a proprietary database with OS, version and name. Microsoft patches are tested on non-critical and development servers before they are applied to production systems. Automation and orchestration is applied where practical to ensure consistent and accurate patching operations.

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Managed Hosting Services

Controls described in this section "Shared Managed Hosting Services" relate specifically to all facilities when purchased from Expedient and includes the following shared service offerings. Not all Expedient customers elect these services. Changes to Managed Hosting environments are made using the above change management process. Services include:

CONFIDE

- Managed Operating System Hosting
- Virtualization Services
- Data Protection Services
- Firewall Services

Managed Operating System Hosting

Logical access to resources by Expedient employees is granted or modified based on current job responsibilities. Only authorized Expedient employees have logical access to managed, dedicated servers. All users are assigned a unique ID and password.

For Windows, Active Directory (AD) group policy is used to define security on files and folders, set account policies and restrict access to resources through membership in groups. Users are granted rights to perform tasks and permissions to access resources by assignment to groups. Through group assignment, electronic segregation of duties is maintained. Access to resources is managed by Expedient Systems Engineering Group and Operations Support Center. Access control features within the platforms used to limit access to resources include:

- > Groups
- > Directories
- > File ownership rights
- Group policy (Windows systems only)
- Computers

Directory Service features are used to segregate customer servers from Expedient servers. Expedient uses Windows domains as security boundaries. Customer servers and Expedient internal servers are segregated into two different domains.

Encrypted channels are used for all systems administration. In LINUX and other UNIX based hosts, secure shell (SSH) is utilized, and in Windows encrypted RDP is utilized.

Customer/Expedient servers are secured by selecting services, eliminating unnecessary protocols, and following best practices about role-specific security requirements.

In LINUX and other UNIX based servers - Expedient Engineers have a defined methodology for installing new LINUX and UNIX based servers; two checklists, a general checklist and a security checklist, are used to guide the process. In order to harden the server, settings are modified to increase security and tools are used to assess security prior to deployment. Procedures include, but are not necessarily limited to, the following:

- Disabling root logins
- Turning off most services
- Turning off all extraneous daemons
- Using IP tables to block traffic or create a firewall
- Restricting SSH to specific IP addresses
- Turning on system monitoring

Windows - By default, Windows servers are deployed with the following native security controls which are left at default values, except where a customer may dictate otherwise. Some of the native controls include, but are not limited to:

- FTP service is not installed by default
- Telnet is turned off by default
- By default, security events are logged to the Windows security event log
- Monitoring is turned ON

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Anti-virus software is implemented and updated to help protect customer's programs, data, and other information resources from viruses. Expedient deploys Symantec End Point Protection with appropriate version control on all managed servers. Virus definitions are updated daily, and an automatic alarm is generated if the hosts do not receive updates.

Controls are in place to monitor use of account creation rights, to investigate suspicious activity and to maintain proper system availability through specific monitoring.

LINUX and UNIX Based Servers - Daily, alarms are created by entries to the messages log file. Based on the severity of the alarm, it is sent to the NETCOOL monitoring platform which is maintained by the OSC and reviewed upon generation.

Windows - Within the Windows Server environment, logs in the Event Viewer are reviewed for critical errors by the Systems Engineers.

Performance is monitored at the host level for high-availability systems. Expedient utilizes Microsoft's System Center Operations Manager (SCOM) for host monitoring for Windows. SCOM is used for both internal Windows servers and customers purchasing premium monitoring or OS Management in a Microsoft environment. Expedient utilizes SecretAgentMon (SAM) for internal UNIX/LINUX servers and customers purchasing premium monitoring or OS Management in a UNIX/LINUX environment. SCOM and SAM have interfaces into the NETCOOL system which is monitored by the OSC 24/7.

Cloud (Virtualization) Services

Expedient provides subscribing customers with a redundant virtualization cluster to ensure complete availability. Expedient utilizes VMware's vSphere Enterprise edition software, combined with servers to deliver highly reliable virtualization services. All virtualization points of delivery (PODs) are composed of redundant hardware, consisting of redundant disk drives, power supplies, etc. The PODs themselves are redundant, meaning that if a physical server were to fail, there is additional capacity to allow for the virtual environments to all continue to operate with minimal affect to availability. The PODs utilize redundant network switches to ensure network availability and redundant storage.

Customers have logically segmented access to only their environments. If subscribed, customers may access the virtual machine administration system, known as VMWare vCenter. Customers are provided with unique IDs to identify them, and are only granted access to their individual server(s). Expedient also provides a dedicated version of the same configuration for clients with Private Cloud requirements.

Data Protection Services

Expedient has implemented a strategy for cyclical backup of data and programs. Expedient utilizes various backup technologies for distributed backup and recovery operations. For customers subscribing to the backup service, unless otherwise directed by the customer, daily backups are made of all content on the systems. If the customer is subscribing to tape based backup, the media is LTO based removable tape; if the customer is subscribing to disk based backup, the data is housed on a redundant array of independent nodes within a storage area network (SAN).

For those customers subscribing to off-site backup services, they may have their data (in part or in total) transferred over Expedient's private network storage systems in other Expedient markets.

Encryption is provided for customers specifically requesting encryption.

Backup jobs are reviewed for successful completion. The OSC is responsible for reviewing reports that indicate successful completion of backup jobs. Expedient uses IBM's NETCOOL application to collect and consolidate alarms and events. If a backup (optionally, data duplication) job fails, an alarm is generated in the NETCOOL application. Expedient has written procedures for backup job failures and established escalation procedures for corrective action. If a backup job fails, the OSC is alerted and will follow procedures as listed on Expedient's documentation site. Should the OSC be unable to resolve the issue, a ticket may be opened with the underlying software vendor.

All customers have the ability to receive backup alerts and reporting information. Customers may receive errors or both errors and success messages specific for their hosts via email. Page 19

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Procedures are followed to periodically test the quality and effectiveness of backup/restore processes and the quality of backup media. In addition to the opportunity to review backup logs, customers are given the opportunity to test recovery. Instructions for using the back-up software Modules to restore files are available at customer request. Help is also available from OSC Analysts in performing restores.

Backup files stored on-site are in a secure location. Expedient deploys backup servers that are configured on the network with an attached tape silo for performing backups. Gigabit Ethernet switches make the connections. Backup tapes are locked in the tape silo. Physical controls include video monitoring and key-fob/card access to the floor. Expedient uses dedicated equipment for tape libraries. The tape library is locked, with the keys held in the Operations Support Center lockbox and in a locked drawer of the Primary Backup Engineer.

For data transferred electronically, the use of Expedient's private multi-gigabit network is utilized. Logical access controls to backups is provided. Managed Backup Services include the installation of the particular client on the customer's server(s) by either the customer or Expedient personnel. Administrative access to the server is required to install such a client. Where this is not possible, the client is provided to the customer for self-installation.

After client installation, configuration is done on the backup server. The server, based on IP, is put into a particular group. Groups are unique to a particular customer. No two customers may be in the same group, but customers may have multiple groups. Within the application, ACLs limit a customer's access to files and directories. Only the server which backed up the data may restore it. This control is based on the server's IP. This ACL restriction may be relaxed should a customer desire that a server restore data from another of their servers. Access is granted by written request.

Firewall Services

Redundancy is used to provide continuous service. Expedient utilizes the High Availability Feature set for seamless failover for critical services. The firewall cluster eliminates the firewall being a single point of failure in a network. The firewall is monitored for performance and effectiveness; management is alerted to problem conditions. SNMP traps and SYSLOG messages are sent from the firewalls to the NETCOOL monitoring server for archiving, processing, and display to the OSC.

Monitoring practices are described in the following paragraphs:

- The firewall's performance is monitored by the NETCOOL system sending traffic through to the hosts behind it. A firewall issue affecting throughput would be reflected by this and cause an alert to be created in NETCOOL. NETCOOL alerts are escalated to the appropriate engineering as needed. Active SNMP polling of statistics relating to system resources and link utilization is performed by the CACTI monitoring server.
- Rule Sets are established and changed in a structured manner to ensure accuracy. The rule database can be viewed but not modified by OSC personnel; changes to the configuration of these devices are restricted to engineering and related support staff. Changes follow the standard Change Control process described in the Change Management section of the report, using a change request procedure and requiring a corresponding Ticketing case.

Within the change request process, Expedient has a structured methodology for making changes to firewall policies that helps ensure that the correct policy is applied for the correct customer. This structured methodology includes:

- Saving old copies of the policy before any changes are made
- Using a standardized policy naming convention that includes the customer name and device. Expedient maintains an historical record of all rule changes. Configuration backups are made of the entire rule/object database any time a change is made to the rule database.

Expedient uses vendor-provided management tools for automation and orchestration of certain firewall changes including firmware updates, configuration backups and other administrative processes.

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Monitoring Internal Controls

Expedient performs monitoring activities in order to continuously assess the quality of internal controls over time. Monitoring activities are used to initiate corrective action through management meetings, conference calls, and informal notifications. Management performs monitoring activities on a continuous basis and necessary corrective actions are taken as required to correct deviations from company policy and procedures.

Examples of Expedient's ongoing monitoring activities are:

- > In carrying out its regular management activities, operating management obtains evidence that the system of internal control continues to function
- Communications from external parties and customers corroborate internally generated information and indicate possible problems.
- > Organizational processes, structure and supervisory activities provide oversight of control functions.
- > External auditors provide recommendations for how internal controls can be strengthened.
- > Training, formal and informal meetings with employees.
- > Specific monitoring controls are in place and part of the services offered by Expedient.

CLIENT/USER CONTROL CONSIDERATIONS

Each customer using Expedient services must consider their own control environment and use due diligence in assessing the level of risk that may be acceptable for any asset that is colocated with the data center. The following paragraphs outline some internal control responsibilities that must be evaluated by a customer in developing each customer's unique risk assessment. In addition to these items, other internal controls may be necessary which are not considered here.

- 1. Customers are responsible for reporting any problems to Expedient as soon as encountered. Customers are also responsible for assisting Expedient in responding to the problems.
- 2. Customers are responsible for carefully assessing and understanding their backup requirements and choosing backup plans in accordance with their internal risk assessments. Customers must work with Expedient representatives to ensure that they have chosen the right backup plan to balance the costs and the benefits of various backup strategies. There are risks that customers should consider, including but not limited to, the following:
 - Without choosing full archival (backup data kept forever) at periodic intervals, there is a possibility that there could be propagation of corrupted data.
 - When subscribing to "hot backup" database backup, transactions made between nightly full system backups may be lost (unrecoverable) if a database becomes corrupted.
- 3. Customers are responsible for testing restoration of files. Information regarding how to test restoration is available on-line or through the OSC.
- 4. Customers are responsible for reviewing backup logs which are made available upon request.
- 5. Customers are responsible for informing Expedient regarding any changes in the file system, operating system, or hardware platform that would require changes in backup processes.
- 6. Customers are responsible for assessing their need for daily duplicate data sets to be stored in two separate physical locations on a daily basis. Customers are also responsible for analyzing their need for off-site backup and encryption.
- 7. Customers should use effective (not easily guessed) passwords for all Expedient systems and customer-owned servers to which remote access is gained, and change passwords regularly. Customer is responsible for formulating an effective password policy.
- 8. Customers are responsible for promptly reporting any job position changes or terminations of employees who have remote access to data or programs maintained by Expedient as well as access to Expedient facilities.
- 9. Customers should never email confidential information, including passwords, to anyone saying that they are from Expedient without encryption and without verifying that the Expedient employee is authentic. Customers are responsible for educating themselves about social engineering attacks.

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- 10. Customer is responsible for security controls over their own applications, data used by their applications, and the operating systems. In addition, if data is highly sensitive, customer is responsible for determining the need for, and providing, data encryption, system hardening, and scanning for vulnerabilities.
- 11. Customer is responsible for identifying upgrades that must be made to their systems.
- 12. If data or programs are highly confidential or disclosure or loss would result in extreme hardship, customer is encouraged not to use shared application platforms.
- 13. Customers must evaluate the need for redundancy within their systems and network architecture. Expedient provides multiple layers of redundancy, however, customers must subscribe to additional services to take full benefit of all applicable amenities.
- 14. Customer takes full responsibility for any contractor granted access to their systems or networking equipment by them. This includes physical access to the equipment provided by Expedient as indicated by written communication by the customer on record.
- 15. Expedient holds no liability for damages to any system or network element in the event any customer requests the use of "Remote Hands" to perform services that are not contracted for.
- 16. Managed services customers are responsible to review and provide input into parameters of managed services. For example, Expedient default managed firewall rules do not restrict traffic. Auditors and customers can request a managed services 'workbook' that contains all configurable parameters.

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Payment Card Industry (PCI) Data Security Standard

Attestation of Compliance for Onsite Assessments – Service Providers

Version 3.2

April 2016



Section 1: Assessment Information

Instructions for Submission

This Attestation of Compliance must be completed as a declaration of the results of the service provider's assessment with the *Payment Card Industry Data Security Standard Requirements and Security Assessment Procedures (PCI DSS).* Complete all sections: The service provider is responsible for ensuring that each section is completed by the relevant parties, as applicable. Contact the requesting payment brand for reporting and submission procedures.

Part 1. Service Prov	ider and Qualifie	d Security As	sessor Inform	ation		
Part 1a. Service Prov	ider Organization	Information				
Company Name:	Parkmobile, I	LC	DBA (doing business as):	Not Appli	cable	
Contact Name:	Matt Ball		Title:	Chief Technology Officer		
Telephone:	(678) 954-33	72	E-mail:	matt.ball@parkmobile.io		
Business Address:	1100 Spring Suite 200	Street NW,	City:	Atlanta		
State/Province:	Georgia	Country:	USA	\$	Zip:	30309
URL:	https://parkm	obile.io	<u></u>			÷

Company Name:	Aprio, LLP					
Lead QSA Contact Name:	Dan Schroed	er	Title:	Partner		
Telephone:	770-353-8373	3	E-mail:	Dan.Schroeder@aprio.com		
Business Address:	5 Concourse Suite1000	Pkwy,	City:	Atlanta		
State/Province:	Georgia	Country:	USA Zip: 3032		30328	
URL:	www.aprio.co	m	L		- <i>i</i>	·



Part 2. Executive Summar	y	
Part 2a. Scope Verification		
Services that were INCLUDE	ED in the scope of the PCI DSS As	sessment (check all that apply)
Name of service(s) assessed:	Parkmobile and Parkmobile Reserva	ations
Type of service(s) assessed:		
Hosting Provider:	Managed Services (specify):	Payment Processing:
Applications / software	Systems security services	POS / card present
Hardware	IT support	Internet / e-commerce
Infrastructure / Network	Physical security	MOTO / Call Center
Physical space (co-location)	Terminal Management System	
Storage	Other services (specify):	Other processing (specify):
🛛 Web		
Security services		
3-D Secure Hosting Provider		
Shared Hosting Provider		
Other Hosting (specify):		
Account Management	Fraud and Chargeback	Payment Gateway/Switch
Back-Office Services	Ssuer Processing	Prepaid Services
Billing Management	Loyalty Programs	Records Management
Clearing and Settlement	Merchant Services	Tax/Government Payments
Network Provider		
Others (specify):		

Note: These categories are provided for assistance only, and are not intended to limit or predetermine an entity's service description. If you feel these categories don't apply to your service, complete "Others." If you're unsure whether a category could apply to your service, consult with the applicable payment brand.



Services that are provided by the service provider but were NOT INCLUDED in the scope of the PCI DSS Assessment (check all that apply): Name of service(s) not assessed: Not Applicable Type of service(s) not assessed: Managed Services (specify): Payment Processing: Applications / software Systems security services POS / card present Infrastructure / Network Physical space (co-location) Terminal Management System MOTO / Call Center Storage Other services (specify): Other processing (specify): Web Security services Other services (specify): Other processing (specify): Shared Hosting Provider Fraud and Chargeback Payment Gateway/Switch Back-Office Services Issuer Processing Prepaid Services Billing Management Loyalty Programs Records Management Clearing and Settlement Merchant Services Tax/Government Payments Network Provider Others (specify): Tax/Government Payments	Part 2a. Scope Verification (continued)							
Type of service(s) not assessed: Hosting Provider: Managed Services (specify): Payment Processing: Applications / software Systems security services POS / card present Hardware IT support Internet / e-commerce Infrastructure / Network Physical security MOTO / Call Center Physical space (co-location) Terminal Management System ATM Storage Other services (specify): Other processing (specify): Web Other services (specify): Other processing (specify): Shared Hosting Provider Fraud and Chargeback Payment Gateway/Switch Back-Office Services Issuer Processing Prepaid Services Billing Management Loyalty Programs Records Management Clearing and Settlement Merchant Services Tax/Government Payments	Services that are provided by the service provider but were NOT INCLUDED in the scope of the PCI DSS Assessment (check all that apply):							
Hosting Provider: Managed Services (specify): Payment Processing: Applications / software Systems security services POS / card present Hardware IT support Internet / e-commerce Infrastructure / Network Physical security Monot / Call Center Physical space (co-location) Terminal Management System ATM Storage Other services (specify): Other processing (specify): Web Security services Other services (specify): Other processing (specify): Other Hosting Provider Other Hosting (specify): Fraud and Chargeback Payment Gateway/Switch Account Management Issuer Processing Prepaid Services Billing Management Loyalty Programs Records Management Clearing and Settlement Merchant Services Tax/Government Payments	Name of service(s) not assessed: Not Applicable							
 Applications / software Applications / software Hardware Infrastructure / Network Physical security Physical space (co-location) Storage Other services (specify): Web Security services 3-D Secure Hosting Provider Other Hosting (specify): Fraud and Chargeback Payment Gateway/Switch Back-Office Services Issuer Processing Records Management Loyalty Programs Records Management Clearing and Settlement Merchant Services 	Type of service(s) not assessed:							
Back-Office Services Issuer Processing Prepaid Services Billing Management Loyalty Programs Records Management Clearing and Settlement Merchant Services Tax/Government Payments Network Provider Endote Services Endote Services	 Applications / software Hardware Infrastructure / Network Physical space (co-location) Storage Web Security services 3-D Secure Hosting Provider Shared Hosting Provider 	 Systems security services IT support Physical security Terminal Management System 	POS / card present Internet / e-commerce MOTO / Call Center ATM					
Provide a brief explanation why any checked services Not Applicable were not included in the assessment:	Back-Office Services Billing Management Clearing and Settlement Network Provider Others (specify): Provide a brief explanation why an	Issuer Processing Loyalty Programs Merchant Services y checked services Not Applicable	 Prepaid Services Records Management Tax/Government Payments 					



Describe how and in what capacity your business tores, processes, and/or transmits cardholder data.	Parkmobile provides integrated solutions for management of parking related functions. This includes the Parkmobile parking environmen including digital parking permits (Permixx), cashless payment method for on and off the street parking (Phonixx), an environment which is hosted and managed by Quality Technology Services (QTS) Data Centers in Dulles, Virginia with call center support a the the Parkmobile Corporate Office in Atlanta, GA Parkmobile also owns and supports Parkmobile Reservations, another cashless parking application hosted on Amazon Web Services (AWS) Cloud Data Centers.
Describe how and in what capacity your business is otherwise involved in or has the ability to impact the security of cardholder data.	Parkmobile accepts credit cards for their cashless payment applications in order to purchase a parking space. Card Holder Data (CHD) is stored for historica transaction purposes and to enhance custome experience by allow ease of use capabilities.

Part 2c. Locations

List types of facilities (for example, retail outlets, corporate offices, data centers, call centers, etc.) and a summary of locations included in the PCI DSS review.

Type of facility:	Number of facilities of this type	Location(s) of facility (city, country)
Example: Retail outlets	3	Boston, MA, USA
Corporate Offices	1	Atlanta, Georgia, USA
QTS Data Center	1	Dulles, Virginia, USA
AWS Data Center	1	Cloud Service Provider

Part 2d. Payment Applications

Does the organization use one or more Payment Applications? X Yes No

Provide the following information regarding the Payment Applications your organization uses:

Payment Application Name	Version Number	Application Vendor	Is application PA-DSS Listed?	PA-DSS Listing Expiry date (if applicable)
Parkmobile US Phonixx	N/A	Internally Developed	🗌 Yes 🛛 No	Not Applicable
Parkmobile US IOS	N/A	Internally Developed	🗋 Yes 🛛 No	Not Applicable
Parkmobile US Android	N/A	Internally Developed	🗌 Yes 🖾 No	Not Applicable

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Parkmobile US Phonixx	N/A	Internally Developed	🗌 Yes 🛛 No	Not Applicable
Parkmobile US Phonixx Mobile Web	N/A	Internally Developed	🗌 Yes 🛛 No	Not Applicable
PM Reservations	N/A	Internally Developed	🗌 Yes 🛛 No	Not Applicable
Parkmobile Permixx	N/A	Internally Developed	🗌 Yes 🛛 No	Not Applicable
			Yes No	

 Provide a <u>high-level</u> description of the environment covered by this assessment. For example: Connections into and out of the cardholder data environment (CDE). Critical system components within the CDE, such as POS devices, databases, web servers, etc., and any other necessary payment components, as applicable. 	Customers access Parkmobile solutions to reserve and pay fe under one of Parkmobile's var Customers may access throug developed and maintained app credit cards to complete trans- applications are hosted at a da maintained by Quality Techno Amazon Web Services. Syste include web servers, database systems, network devices and systems.	or auto parking rious brands. gh internally plications using actions. These ata center logy Services or ms within scope es, security
Does your business use network segmentation to affect the s	Yes 🗆 N	

(Refer to "Network Segmentation" section of PCI DSS for guidance on network segmentation)



Part 2f. Third-Party Service Providers		
Does your company have a relationship with a Qualified Integrator & Reseller (QIR) for the purpose of the services being validated?	Yes	🛛 No
If Yes:		
Name of QIR Company: Not Applicable		
QIR Individual Name: Not Applicable		
Description of services provided by QIR: Not Applicable		
Does your company have a relationship with one or more third-party service providers (for example, Qualified Integrator Resellers (QIR), gateways, payment processors, payment service providers (PSP), web-hosting companies, airline booking agents, loyalty program agents, etc.) for the purpose of the services being validated?	🛛 Yes	□ No

If Yes:

Name of service provider:	Description of services provided:
Offsite Data Storage (QTS and AWS)	Data Centers and MSP
Payment Processors (Chase Paymentech	Credit Card Payment Processor

Note: Requirement 12.8 applies to all entities in this list.



Part 2g. Summary of Requirements Tested

For each PCI DSS Requirement, select one of the following:

- Full The requirement and all sub-requirements of that requirement were assessed, and no subrequirements were marked as "Not Tested" or "Not Applicable" in the ROC.
- Partial One or more sub-requirements of that requirement were marked as "Not Tested" or "Not Applicable" in the ROC.
- None All sub-requirements of that requirement were marked as "Not Tested" and/or "Not Applicable" in the ROC.

For all requirements identified as either "Partial" or "None," provide details in the "Justification for Approach" column, including:

- Details of specific sub-requirements that were marked as either "Not Tested" and/or "Not Applicable" in the ROC
- Reason why sub-requirement(s) were not tested or not applicable

Note: One table to be completed for each service covered by this AOC. Additional copies of this section are available on the PCI SSC website.

Name of Service Assessed:		Parkmobile and Parkmobile Reservations				
		Details of Requirements Assessed				
PCI DSS Requirement	Fuli	Partial	None	Justification for Approach (Required for all "Partial" and "None" responses. Identify which sub-requirements were not tested and the reason.)		
Requirement 1:	\boxtimes					
Requirement 2:				2.1.1.a - 2.1.1.e - N/A - No Wireless networks connected to the CDE 2.6 - N/A - Entity is not a shared hosting provider		
Requirement 3:				 3.2.a - N/A Entity is not an Issuer 3.4.1 - N/A - Column level database encryption 3.6 - N/A - Entity does not shares encryption keys with their customers 3.6.6 - N/A - No clear-text cryptographic keys are used 		
Requirement 4:				 4.1.1 - N/A - No Wireless networks connected to the CDE 4.2 - N/A - End user messaging technologies are not used to send PAN 		
Requirement 5:						
Requirement 6:				6.4.6 - N/A - No significant change occurred within the past 12 months		
Requirement 7:						
Requirement 8:				8.5.1 - N/A - Entity does not have access to other customer premises.		



Requirement 9:			9.9, 9.9.1, 9.9.2, 9.9.3 - N/A - Entity does not use POS devices
Requirement 10:	⊠	D	
Requirement 11:	\boxtimes		
Requirement 12:			
Appendix A1:			Not a shared hosting provider
Appendix A2:			A2.2 - In Place with CCW



Section 2: Report on Compliance

This Attestation of Compliance reflects the results of an onsite assessment, which is documented in an accompanying Report on Compliance (ROC).

The assessment documented in this attestation and in the ROC was completed on:	December 14, 2018	
Have compensating controls been used to meet any requirement in the ROC?	🛛 Yes	□ No
Were any requirements in the ROC identified as being not applicable (N/A)?	🛛 Yes	□ No
Were any requirements not tested?	🗌 Yes	No No
Were any requirements in the ROC unable to be met due to a legal constraint?	🗌 Yes	No No



Section 3: Validation and Attestation Details

Part 3. PCI DSS Validation

This AOC is based on results noted in the ROC dated December 14, 2018.

Based on the results documented in the ROC noted above, the signatories identified in Parts 3b-3d, as applicable, assert(s) the following compliance status for the entity identified in Part 2 of this document (check one):

Compliant: All sections of the PCI DSS ROC are complete, all questions answered affirmatively, resulting in an overall COMPLIANT rating; thereby <i>Parkmobile, LLC</i> has demonstrated full compliance with the PCI DSS.				
Non-Compliant: Not all sections of the PCI DSS ROC are complete, or not all questions are answered affirmatively, resulting in an overall NON-COMPLIANT rating, thereby <i>(Service Provider Company Name)</i> has not demonstrated full compliance with the PCI DSS.				
Target Date for Compliance:				
An entity submitting this form with a status of Non-Compliant may be required to complete the Action Plan in Part 4 of this document. <i>Check with the payment brand(s) before completing Part 4.</i>				
Compliant but with Legal exception: One or more requirements are marked "Not in Place" due to legal restriction that prevents the requirement from being met. This option requires additional review from acquirer or payment brand.				
Affected Requirement	Details of how legal constraint prevents requirement being met			

Part 3a. Acknowledgement of Status

Signatory(s) confirms:

(Check all that apply)

\boxtimes	The ROC was completed according to the PCI DSS Requirements and Security Assessment Procedures, Version 3.2, and was completed according to the instructions therein.
	All information within the above-referenced ROC and in this attestation fairly represents the results of my assessment in all material respects.
	I have confirmed with my payment application vendor that my payment system does not store sensitive authentication data after authorization.
	I have read the PCI DSS and I recognize that I must maintain PCI DSS compliance, as applicable to my environment, at all times.
	If my environment changes, I recognize I must reassess my environment and implement any additional PCI DSS requirements that apply.



Part 3a. Acknowledgement of Status (continued)

No evidence of full track data¹, CAV2, CVC2, CID, or CVV2 data², or PIN data³ storage after transaction authorization was found on ANY system reviewed during this assessment.

ASV scans are being completed by the PCI SSC Approved Scanning Vendor Qualys

Part 3b. Service Provider Attestation

Matt Bell

Signature of Service Provider Executive Officer $ eq$
Service Provider Executive Officer Name: Matt Ball

Title: Chief Technology Officer

Date: 12-12-18

Part 3c. Qualified Security Assessor (QSA) Acknowledgement (if applicable)

If a QSA was involved or assisted with this assessment, describe the role performed:	The QSA performed PCI-DSS Assessment services including -Interviews with Parkmobile internal team, VerSprite, and QTS teams.		
	-Reviewed network and application architecture diagrams provided by Parkmobile and VerSprite PCI Staff.		
	-Conducted testing of sampled systems based on the following:		
	a)Observation, including of system settings, configuration files, processes, action, and state as indicated during the period of onsite assessment.		
	b)Inspection of prepared by client (Parkmobile) such as policies and procedures, lists, inventories, configuration, screen captures and security settings.		
	c)Inquiry was corroborated by observation and inspection of the system state, security settings, policies, management organization, and business and IT process.		

Bruce Edwards

Signature of Duly Authorized Officer of QSA Company ↑	Date: 12/12/2018
Duly Authorized Officer Name: Bruce Edwards	QSA Company: Aprio, LLP

Part 3d. Internal Security Assessor (ISA) Involvement (if applicable)

If an ISA(s) was involved or assisted with this assessment, identify the ISA personnel	Not Applicable
and describe the role performed:	

¹ Data encoded in the magnetic stripe or equivalent data on a chip used for authorization during a card-present transaction. Entities may not retain full track data after transaction authorization. The only elements of track data that may be retained are primary account number (PAN), expiration date, and cardholder name.

² The three- or four-digit value printed by the signature panel or on the face of a payment card used to verify card-not-present transactions.

³ Personal identification number entered by cardholder during a card-present transaction, and/or encrypted PIN block present within the transaction message.

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Part 4. Action Plan for Non-Compliant Requirements

Select the appropriate response for "Compliant to PCI DSS Requirements" for each requirement. If you answer "No" to any of the requirements, you may be required to provide the date your Company expects to be compliant with the requirement and a brief description of the actions being taken to meet the requirement.

Check with the applicable payment brand(s) before completing Part 4.

PCI DSS Requirement	Description of Requirement	Compliant to PCI DSS Requirements (Select One)		Remediation Date and Actions (If "NO" selected for any
•		YES	NO	Requirement)
1	Install and maintain a firewall configuration to protect cardholder data			Not Applicable
2	Do not use vendor-supplied defaults for system passwords and other security parameters	⊠		Not Applicable
3	Protect stored cardholder data			Not Applicable
4	Encrypt transmission of cardholder data across open, public networks	⊠		Not Applicable
5	Protect all systems against malware and regularly update anti-virus software or programs			Not Applicable
6	Develop and maintain secure systems and applications			Not Applicable
7	Restrict access to cardholder data by business need to know		D	Not Applicable
8	Identify and authenticate access to system components			Not Applicable
9	Restrict physical access to cardholder data			Not Applicable
10	Track and monitor all access to network resources and cardholder data	⊠		Not Applicable
11	Regularly test security systems and processes		D	Not Applicable
12	Maintain a policy that addresses information security for all personnel			Not Applicable
Appendix A1	Additional PCI DSS Requirements for Shared Hosting Providers			Not Applicable
Appendix A2	Additional PCI DSS Requirements for Entities using SSL/early TLS	\boxtimes		Not Applicable











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T2 UNIFI™ Master Customer Agreement

This Master Customer Agreement (the "Agreement") is made by and between T2 Systems, Inc. ("**T2 Systems**") and ______ ("**Customer**") as of the Effective Date set forth below.

1. **BACKGROUND.** The Agreement establishes a Customer's overall contractual framework and the applicable terms and conditions. Under the Agreement, Customer may acquire or license Products and procure Services by entering into Addenda. Each Addendum may be entered into and will be executed by Customer and T2 Systems or one of its Affiliates (T2 Systems and its Affiliates collectively "T2") and will be incorporated herein. Each Addenda shall incorporate in total the Agreement. In the event of any conflicts in the terms of the applicable Addenda and the Agreement, the terms of the Addenda shall control.

2. **DEFINITIONS**. In this Agreement:

- (a) **"Addenda**" or "**Addendum**" means the document, which may include a Quote or Order Form, executed by Customer and T2 Systems or one of its Affiliates under this Agreement to place orders for Products and Services.
- (b) "Affiliate" means, in respect of an entity, any entity which directly or indirectly controls, is controlled by, or is under common control with such entity. "Control" for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of an entity.
- (c) "Confidential Information" means and includes any written or orally or visually disclosed information relating to the disclosing party's business identified as "confidential" or "proprietary" or which the receiving party should reasonably know is confidential or not generally known to the public, including, without limitation:
 - (i) all know-how, technology, Documentation and other proprietary information owned, licensed, used or developed by the disclosing party, including proprietary rights protected by trade secret and other intellectual property rights, and
 - (ii) all information relating to the disclosing party's business, the source code for the Software, the Services, and to all other aspects of the disclosing party's structure, personnel, operations, financial matters, marketing, commercial strategies, customer lists, customer data, contractual records, correspondence, products, programs, devices, concepts, inventions, designs, methods, data, and items provided to the disclosing party by third parties subject to restrictions on use or disclosure.
- (d) **"Customer Data**" means the data provided to T2 by Customer and Customer's authorized end users who access or use Software as permitted in an Addendum.
- (e) **"Documentation**" means the documentation, help files, user manuals, handbooks and any other written or electronic material relating to the Products and Services provided by T2 to its customers from time to time.
- (f) **"Effective Date**" means the date on which this Agreement is executed by both Customer and T2 Systems as indicated below.
- (g) **"Hardware**" means the T2 hardware sold and provided by T2 to Customer under an Addendum.
- (h) "Products" means the T2 products licensed or sold by T2 to Customer under an Addendum including Software and Hardware.
- (i) "Quote" or "Order Form" means the sales quote provided by T2 to Customer related to the ordering of Products and/or Services as set forth in the applicable Addendum. Unless otherwise stated in the Quote, each Quote is incorporated and made part of the applicable Addendum.



- (j) "**Representatives**" means, in respect of a party, the directors, officers, employees, agents and contractors of such party.
- (k) "Services" means the T2 services provided by T2 to Customer under an Addendum.
- (I) **"Software**" means the T2 Software licensed by T2 to Customer under an Addendum.

All other terms defined in this Agreement shall have the meanings ascribed thereto.

3. **TERM**. This Agreement shall commence on the Effective Date and remain in full force and effect until terminated in accordance with its terms.

4. **FEES AND PAYMENT**.

- (a) Customer agrees to pay to T2 the fees plus all applicable taxes as set forth in the applicable Addendum.
- (b) All fees are exclusive of all taxes, duties and levies of any kind, including any sales, use, excise, value-added and other applicable taxes, withholdings, and governmental charges (collectively, "Taxes"). Customer shall pay all applicable Taxes, other than taxes on T2's income. If T2 pays any such amounts on behalf of Customer, Customer shall reimburse T2 upon presentation of proof of payment. If Customer claims an exemption from any such taxes, Customer shall provide to T2 an appropriate exemption certificate. If Customer challenges the applicability of any tax, Customer shall nevertheless pay the same to T2 and Customer may thereafter challenge the tax and seek a refund thereof. Customer agrees to indemnify and hold harmless T2 from any cost, fee, penalty or expense (including counsel fees) in connection with any assertion by any taxing authority that T2 has failed to collect and remit their sales or use tax on transactions hereunder or to pay any property taxes on the copies of the Software in Customer's possession but shall have no such obligation to T2 with respect to any amount paid by Customer to T2 and not remitted to the relevant taxing authority.

5. OWNERSHIP.

- (a) Customer acknowledges that T2 has developed and uses valuable technical and non-technical information, trade secrets, know-how and the like in the supply of the Products and Services. Customer agrees that, except for the limited right to use the Products or Services as set out in this Addendum, all rights, title and interest in and to the Products and Services, Documentation, and any other hardware, software, equipment and materials used by T2 in conjunction with the delivery of the Products and Services, shall remain vested in T2 or its third party suppliers. Any Software provided under an Addendum will be licensed not sold to Customer.
- (b) Customer agrees that any copies made of the Software, Documentation, any other T2 Confidential Information and any other material obtained from T2 shall preserve unaltered patent, trademark, copyright, proprietary or confidentiality notices contained therein.
- (c) Each party recognizes and acknowledges the great value of the goodwill associated with the name and trademarks of the other party, and the identification of the proprietary party's goods or services therewith. Each party agrees that it obtains no rights, title or interest of any kind in or to any of the trademarks, tradenames, logos, service marks or other markings belonging to the other party or its suppliers.

6. **CONFIDENTIALITY**.

(a) Each party agrees to hold all Confidential Information of the other party in strictest confidence, not to make use thereof other than for the performance of this Agreement, to disclose such Confidential Information only to its Representatives who are under an obligation of confidentiality with respect thereto and who require such information for the performance of their duties, and



not to disclose such Confidential Information to any third parties, except with the disclosing party's prior written consent; provided, however, that the foregoing restrictions shall not apply to Confidential Information of the other party:

- (i) that is now or hereafter in the public domain through no action or failure to act on the part of the receiving party or its Representatives;
- (ii) that was received by or was available to the receiving party from a third party without any obligation of confidentiality to the disclosing party;
- (iii) that is independently developed by or for the receiving party by persons who have not had access to the Confidential Information of the disclosing party;
- (iv) that is disclosed with the written consent of the disclosing party; or
- (v) that is disclosed pursuant to the requirement of a governmental agency or is required by operation of law, regulation or court order, provided that whenever possible prompt notice is given by the receiving party to the disclosing party prior to such disclosure so that the disclosing party may seek a protective order or other remedy.
- (b) Each party agrees to protect and safeguard Confidential Information of the other party from loss, theft, destruction and inadvertent disclosure using the same degree of care as it uses to protect its own confidential information of a like nature, but in no event less than a reasonable standard of care.
- (c) Each party shall hold the other party's Confidential Information in trust for the other party and all right, title and interest in and to such Confidential Information shall remain with the disclosing party.
- (d) Upon termination of the Agreement or an applicable Addendum, or otherwise upon the request of a disclosing party, the receiving party will promptly destroy all full and partial copies of the disclosing party's Confidential Information in its possession or control, or in the event of termination of an Addendum such information provided under the applicable terminated Addendum, and certify such destruction in writing; provided, however, that the receiving party may retain one (1) copy for its internal archival purposes only, which copy shall remain subject to the obligations of confidentiality set out in this Section 6.
- (e) Notwithstanding the foregoing, if Customer enters into the Pathfinder Addendum, T2 may use and share with third parties aggregated and anonymized data that it derives from Customer Data under this Agreement excluding any personally identifiable information, for benchmarking, and business analysis, as well as to enhance the quality of the Services provided by T2.

7. CUSTOMER DATA.

- (a) Customer shall be solely responsible for, and shall hold T2, its third party suppliers, and their respective Representatives harmless from any loss, damage or liability arising in connection with Customer's inputs, selection and use of the Services, and all data (including Customer Data), reports, statements and other content transmitted, posted, received or created on the T2 System through Customer's account, even if transmitted, posted, received or created by a third party.
- (b) The Software may create and store databases of personal information of end-users and data relating to Customer on the computer system on which the Software is accessed or installed. Customer agrees to take all steps which it deems are appropriate to provide adequate security for that information.
- (c) The parties acknowledge that at all times Customer will remain the owner of Customer Data. Except as otherwise set forth herein or in the applicable Addenda, T2 shall not at any time use Customer Data or disclose Customer's data to any third parties, except that T2 may use Customer





Data for the purpose of meeting its obligations under an Addendum and providing the Services, and may store, back-up and archive Customer Data.

(d) T2 will comply with all applicable laws governing the collection, access, use, disclosure of Customer Data. All Customer Data which is submitted by Customer to T2 pursuant to this Agreement will be safeguarded by T2 to the same extent that T2 safeguards data relating to its own business; provided, however, if Customer Data is publicly available, is already in T2's' possession from a source other than Customer or otherwise known to it, or was rightfully obtained by T2 from third parties, T2 shall bear no responsibility for its disclosure, inadvertent or otherwise. T2 has implemented and will maintain administrative, physical and technical safeguards to protect Customer Data from unauthorized access, acquisition or disclosure, destruction, alteration, accidental loss, misuse or damage that are no less rigorous than accepted industry practices. In the event of unauthorized access to Customer Data which has been verified by T2, T2 shall promptly i) take action to stop the unauthorized access, and ii) notify Customer, provide Customer with relevant details of the unauthorized access and an explanation of steps that T2 took or is taking to stop the unauthorized access. T2 maintains Payment Card Industry (PCI) Level One compliance and upon request (no more than once annually), T2 will provide Customer with a copy of its third-party audit certification demonstrating that appropriate information security standards to protect Customer Data are in place.

8. INDEMNITY.

(a) T2 Indemnification. T2 shall indemnify, defend and hold harmless Customer from and against any and all direct losses, damages, costs, expenses (including reasonable attorneys' fees), that arise directly from any act(s) of gross negligence or willful misconduct by T2 or any of its officers, directors, employees, contractors, agents or other representatives, giving rise to an accident or other occurrence resulting in bodily injury or death, to any person(s).

Subject to the limitation of liability set out in Section 11, T2 shall indemnify, defend (at its expense) and hold the Indemnitees harmless in respect of any action, claim, demand, cost, charge, losses, and expenses, ("Losses") brought against or suffered by Customer and its officers, directors and employees (the "Indemnitees") arising out of or related to:claims for loss or damage to tangible property, and claims asserted by third parties for loss or damage to tangible property; except to the extent that such Losses were not caused by T2.

(b) Intellectual Property Indemnification. Subject to the limitation of liability set out in Section 11, T2 shall indemnify, defend (at its expense) and hold the Indemnitees harmless in respect of any Losses brought against or suffered by the Indemnitees arising out of or related to a determination by a court that the operation or use of any Software, or any part thereof, infringes any third party's copyright, trade mark or trade secret or any Hardware, or any part thereof, infringes any third-party's copyright, trademark or trade secret.

T2's obligations pursuant to this Section 8(b) shall not apply to any infringement caused by or resulting from Customer modifications or attempted modifications to any relevant system, or from Customer's failure to implement changes or updates furnished by T2 to Customer during the term of this Agreement.

In the event that an injunction or order is obtained against the Customer's use of any Product or Software or if, in T2's opinion, any Product or Software is likely to become the subject of a claim of infringement or violation of any rights in connection with any rights as noted above, T2 shall, at its expense:

(i) procure for the Customer the right to continue using the affected Product or Software; or



(ii) modify or replace the affected Product or Software so that such Product or Software becomes non-infringing; or

if neither Section 8(b)(i) nor Section 8(b)(ii) are commercially practicable, remove the affected Product or Software from the Customer and refund to the Customer all amounts paid to T2 by the Customer in respect of such Product, less a reasonable amount for depreciation. The remedies in and the indemnification rights of the Customer stated in Section 8(b) are the exclusive remedies available to the Customer at law or in equity.

- (c) Customer Indemnification. Customer agrees to indemnify, defend and hold T2 and its respective directors, managers, members, officers, employees, owners and agents harmless from and against any and all liabilities, obligations, damages, claims, suits, proceedings, costs, fees and expenses, including reasonable attorneys' fees and costs, arising out of the gross negligence or willful misconduct of Customer or any of its Affiliates, or breach of the Agreement by Customer, or any claim by Customer End User related to use of end user personally identifiable information.
- (d) Defense. If a party is alleged to be obligated to indemnify the other party hereunder, the party alleged to be obligated to provide indemnification shall have the right to appoint counsel and in all other respects control any litigation and/or settlement thereof, provided, however, that any such settlement shall not bind the non-indemnifying party or obligate it to pay any monies without its express prior written consent. The indemnifying party shall cooperate in the defense of any indemnified claim. If one party is notified of any potential or actual claim or liability against the other party or named in any suit or proceeding of any kind that could give rise to an indemnification claim under this Agreement or otherwise subject the other party to a suit, proceeding or claim (or threat thereof), the notified party shall immediately inform the other party.

9. INSURANCE.

- (a) During the Term of this Agreement, T2 shall maintain, at its own expense, insurance which it deems reasonable and necessary for its business and the performance of its obligations hereunder. T2 will, upon reasonable advanced notice, provide Customer with a copy of its certificate(s) of insurance.
- (b) If Customer enters into any of the following Addenda: PARCS or Auto Count during the term of this Agreement, T2 will maintain at its own expense the following insurance, with companies authorized to do insurance business in the any states where work is performed or eligible surplus lines insurers having an A.M. Best Rating of A-:VII or better, and in amounts not less than the following limits of coverage:
 - (i) Workers' Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than \$1,000,000:

(A)	Employers Liability - Each Accident	\$1,000,000
(B)	Employers Liability - Each Employee	\$1,000,000
(C)	Employers Liability - Policy Limit	\$1,000,000

T2 Workers' Compensation policy will include states appropriate for T2 employees and operations.

(ii) Commercial General Liability Insurance with limits of not less than:

(A)	Each Occurrence Limit	\$1,000,000
(B)	Personal & Advertising Injury	\$1,000,000
(C)	General Aggregate	\$2,000,000

Products - Completed Operations Aggregate

\$2,000,000

T2's Commercial General Liability policy will be issued on a form that, subject to its terms, conditions and exclusions insures T2's liability for damages on account of bodily injury (including death), property damage, and personal and advertising injury.

- Business Auto Liability Insurance covering, for liability purposes, all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 combined single limit of liability per accident for Bodily Injury and Property Damage;
- (iv) Customer shall be named as an additional insured under each policy, except for Workers Compensation and hired and non-owned auto liability policies.
- (c) The insurance coverage carried by T2 as set forth herein shall not in any way expand T2's liability or modify or affect the limitations of liability set forth in the Agreement or any Addenda.

10. **EXCLUSION OF WARRANTIES.**

(D)

- (a) EXCEPT AS EXPRESSLY PROVIDED IN THE ADDENDUM APPLICABLE TO THE PRODUCTS AND/OR SERVICES AS OTHERWISE EXPRESSLY CONFIRMED IN WRITING BY T2, THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, T2 AND ITS THIRD PARTY SUPPLIERS HEREBY DISCLAIM ALL OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, WHETHER ARISING UNDER STATUTE, FROM A COURSE OF DEALING, USAGE, CUSTOM OF THE TRADE OR OTHERWISE, REGARDING THE PRODUCTS OR SERVICES, THE DOCUMENTATION, OR ANY OTHER PRODUCTS OR SERVICES PROVIDED OR FAILED TO BE PROVIDED UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABLE QUALITY, MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCESSIBILITY, PRIVACY OF FILES OR SECURITY.
- (b) T2 DOES NOT WARRANT THAT ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER WILL BE UNAFFECTED BY BUGS, VIRUSES, ERRORS OR OTHER PROGRAM LIMITATIONS, NOR DOES T2 WARRANT THAT CUSTOMER'S USE THEREOF WILL BE UNINTERRUPTED, ERROR-FREE OR WILL MEET ALL OF THE CUSTOMER'S REQUIREMENTS. FURTHER, T2 DOES NOT WARRANT THAT ANY SOFTWARE WILL OPERATE ON ANY PARTICULAR CONFIGURATION OF SOFTWARE, OPERATING SYSTEM OR COMPUTER SYSTEM. ANY HARDWARE PURCHASED FROM SOURCES OUTSIDE OF T2 WILL BE THE SOLE RESPONSIBILITY OF THE CUSTOMER. T2 WILL NOT BE RESPONSIBLE FOR THE FAILURE OF THE SOFTWARE TO PERFORM TO THE EXTENT THAT SUCH FAILURE TO PERFORM IS DUE TO THE FAILURE OF A THIRD PARTY FUNCTION, SUCH AS INTERNET AVAILABILITY REQUIRED FOR THE CONNECTION BETWEEN THE HARDWARE AND SOFTWARE OR THE WIRELESS NETWORK AVAILABILITY REQUIRED FOR THE T2 SOFTWARE TO BE ABLE TO SEND AND RECEIVE DATA. IN NO EVENT SHALL T2 BE LIABLE FOR THE FAILURE OF THE SOFTWARE TO PERFORM IF SUCH FAILURE ARISES DUE TO THE COMBINATION OF THE SOFTWARE WITH THIRD PARTY HARDWARE OR SOFTWARE. T2 SHALL NOT COVER REPAIR, LABOR OR REPLACEMENT OF PARTS THAT ARE BY NATURE EXPENDABLE. IN ADDITION, IF APPLICABLE, THE WIRELESS DATA SERVICES ARE NOT GUARANTEED AGAINST EAVESDROPPERS, HACKERS, DENIAL OF SERVICE ATTACKS OR INTERCEPTORS AND NEITHER T2 NOR THE UNDERLYING WIRELESS DATA SERVICES CARRIER CAN GUARANTEE THE PRIVACY OR SECURITY OF WIRELESS TRANSMISSIONS.
- (c) THIS LIMITED WARRANTY GIVES THE CUSTOMER SPECIFIC LEGAL RIGHTS. THE CUSTOMER MAY HAVE OTHER RIGHTS, WHICH VARY FROM LOCATION TO LOCATION, DEPENDING UPON THE APPLICABLE LAW OF SUCH LOCATION.

11. LIMITATION OF LIABILITY AND DAMAGES.



- TO THE MAXIMUM EXTENT PERMITTED BY LAW: EXCEPT FOR CLAIMS FOR DEATH OR BODILY (a) INJURY, T2'S, ITS THIRD PARTY SUPPLIERS' AND THEIR RESPECTIVE RESPRESENTATIVES' TOTAL COLLECTIVE LIABILITY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, AND/OR ANY PRODUCTS OR SERVICES DELIVERED OR FAILED TO BE DELIVERED UNDER THIS AGREEMENT, SHALL BE LIMITED TO THE ACTUAL DIRECT DAMAGES SUFFERED BY CUSTOMER, NOT TO EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE PRODUCT OR SERVICE GIVING RISE TO THE CLAIM DURING THE SIX MONTHS IMMEDIATELY PRECEDING THE CLAIM. TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE TOTAL FEES ACTUALLY PAID BY CUSTOMER TO T2 FOR THE PRODUCTS OR SERVICES DURING THE SIX MONTHS IMMEDIATELY PRECEDING THE MOST RECENT CLAIM. IN NO EVENT WILL T2 OR ITS THIRD PARTY SUPPLIERS BE LIABLE IN ANY WAY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR AGGRAVATED DAMAGES OF ANY KIND WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF USE, DATA, INCOME, BUSINESS, PROFIT, GOODWILL, ANTICIPATED REVENUE, FAILURE TO REALIZE EXPECTED SAVINGS, OR OTHERWISE, HOWEVER CAUSED, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY, STATUTORY RIGHTS OR ANY OTHER BASIS ARISING OUT OF CUSTOMER'S USE OF THE PRODUCTS, OR OTHERWISE ARISING PURSUANT TO THIS AGREEMENT.
- (b) WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, DUE TO THE NATURE OF INTERNET AND WIRELESS TRANSMISSIONS, CUSTOMER AGREES THAT NEITHER T2 NOR THE UNDERLYING WIRELESS DATA SERVICES CARRIER SHALL BE LIABLE FOR ANY LOSS, COSTS OR DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH: ANY LACK OF PRIVACY OR SECURITY OF WIRELESS TRANSMISSIONS; SERVICES INTEROPERATIBILITY, ACCESS OR INTERCONNECTIONS WITH THE T2 SERVICES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR INTERRUPTIONS; ANY INTERRUPTION OR ERROR IN ROUTING OR COMPLETING CALLS OR OTHER TRANSMISSIONS; LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S CONTENT, DATA, PROGRAMS CONFIDENTIAL INFORMATION OR SYSTEMS.
- (c) NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THIS AGREEMENT MAY BE BROUGHT BY CUSTOMER MORE THAN TWELVE (12) MONTHS AFTER THE FACTS GIVING RISE TO THE CAUSE OF ACTION HAVE OCCURRED, REGARDLESS OF WHETHER THOSE FACTS BY THAT TIME ARE KNOWN TO, OR OUGHT REASONABLY TO HAVE BEEN DISCOVERED BY, CUSTOMER.
- (d) THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF THE CAUSE OF ACTION, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND REGARDLESS OF WHETHER T2, ITS THIRD PARTY SUPPLIERS AND/OR THEIR REPRESENTATIVES KNEW, OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF SUCH DAMAGES.
- (e) CUSTOMER AGREES THAT THE LIMITATIONS OF LIABILITY SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THIS AGREEMENT, WITHOUT WHICH T2 WOULD NOT HAVE ENTERED INTO THIS AGREEMENT AND/OR AGREED TO PROVIDE THE PRODUCTS AND/OR SERVICES UNDER THE CURRENT TERMS (INCLUDING FEES).
- (f) THIS SECTION SHALL APPLY TO ANY ACTION OR ARBITRATION HEREUNDER. BECAUSE THE LAWS OF SOME LOCATIONS DO NOT ALLOW THE LIMITATION AND/OR EXCLUSION OF LIABILITY, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO ALL CUSTOMERS.

12. **TERMINATION**.

- (a) Each Addendum may be terminated according to its terms.
- (b) In the event that there are no Addenda in effect, either party may terminate this Agreement without cause by written notice to the other party, which termination shall be effective as of the last day of the calendar month following the month in which notice of termination is received.



- (c) Either party may terminate this Agreement if the other party breaches any of its representations or warranties, or any other material obligation under this Agreement, and fails to remedy such breach with thirty (30) days of receipt of notice from the non-breaching party. T2 shall also have the right to suspend performance of all or any of the Services under an Addendum, without liability, pending the rectification of any breach by Customer.
- (d) Either party may terminate this Agreement or any Addendum, immediately upon written notice, if the other party makes an assignment for the benefit of its creditors or becomes bankrupt or makes an application for relief under the provisions of any statute now or hereafter in force concerning bankrupt or insolvent debtors, or if a receiving order or receivership order is made against the other party, or any action whatsoever, legislative or otherwise be taken to effect the winding up, dissolution, suspension of operations or liquidation of the other party. Notwithstanding the foregoing, the Customer shall not be entitled to terminate this Agreement under this Section if T2, or its creditors, or some other party makes suitable provisions for the performance of its obligations hereunder.
- (e) Without limiting any other remedies available under this Agreement, at law or in equity, in the event of the termination of this Agreement or any applicable Addendum for any reason:
 - (i) T2's obligation to provide the affected Products and Services will terminate;
 - (ii) All unpaid amounts due in respect of the terminated Services up to and including the effective date of termination shall, at T2's option, become immediately due and payable;
 - (iii) Customer must destroy any copies of the Documentation in Customer's possession in any form and on any media, and certify to T2 in writing that it has done so;
 - (iv) Sections 4, 5, 6, 7, 8, 9, 10, 11, 12(e), 13 and 14 shall survive the expiration or termination of this Agreement until such time as the parties may agree to the release of the obligations contained therein.
- (f) No Limitation of Remedies. Any termination of the Agreement shall not in any respect limit any of either party's rights or remedies either in law or in equity or relieve either party of any obligation incurred prior to the effective date of such termination.

13. **DISPUTE RESOLUTION.**

- (a) Dispute Resolution. In the event of any dispute arising out of this Agreement (including all Addenda), the parties shall use commercially reasonable efforts to negotiate a settlement in good faith satisfactory to both parties. If they do not reach a solution within a period of 60 days (or such other longer period as the parties may agree), then either party may, on written notice to the other party, refer the dispute for settlement by arbitration before a single arbitrator in accordance with the rules of the American Arbitration Association. The costs of the arbitrator will be borne equally by the parties, but they will otherwise bear their respective costs incurred in connection with the arbitration. The parties shall select the arbitrator promptly and use commercially reasonable efforts to conduct the arbitration hearing no later than three (3) months after the arbitrator is selected. The arbitrator may not award punitive or exemplary damages against either party or any other relief in excess of the limitations set forth herein. The judgment and award of the arbitrator will be final and binding on each party. Judgment upon the award may be entered in any court having jurisdiction, or application may be made to such court for judicial acceptance of the award and/or an order of enforcement as the case may be.
- (b) Injunctive Relief. Each party acknowledges and agrees that a breach of the obligations under Section 5 ("Ownership") and Section 6 ("Confidentiality") would cause irreparable harm and significant injury to the affected party that would not be adequately compensated by an award of money damages and, in addition to any other remedy available at law or in equity, and



notwithstanding the provisions of Section 13(a), the affected party will be entitled to seek and obtain temporary and permanent injunctive relief from any court of competent jurisdiction to prevent breaches hereunder, without showing or proving any actual or threatened damage.

(c) Choice of Law. This Agreement and all Addenda are governed by the laws of the state of Indiana.

14. **GENERAL PROVISIONS**.

- (a) <u>Assignment</u>. T2 may assign its rights and obligations under this Agreement. Customer may not assign or transfer any of its rights or obligations under this Agreement to any person without the express prior written consent of T2.
- (b) Entire Agreement. Customer acknowledges that this Agreement and all including the Addenda and Quotes comprise the entire understanding and agreement between parties regarding the Products and Services and supersedes all prior written and oral agreements, purchase orders, representations, understandings, promises, descriptions or other communications between the parties regarding the same including all prior agreements between T2 and Customer. If Customer submits an order form with contrary terms or conditions, such order form shall be considered only as confirmation of the order and shall in no way amend, prevail over, supplement, or supersede any of the provisions of this Agreement or any Addenda.
- (c) <u>Enurement</u>. This Agreement shall be binding upon and enure to the benefit of T2, Customer and their respective successors and permitted assigns.
- (d) Force Majeure. Neither party shall be liable for delay or failure in performance (other than the making of payments) resulting from acts beyond the control of such party, including, but not limited to acts of God, acts of war or terrorism, civil commotion, riot, fire, flood, or other disaster, acts of government, strike, work stoppages, lockout, power failures, inability to secure or delay in securing transportation, inability to obtain or delays in obtaining goods, materials, or qualified labor, or the inability to use or the failure of any third party telecommunications carrier or other services, which events or conditions prevent in whole or in part the performance by such party of its obligations hereunder or which renders the performance of such obligations so difficult or costly as to make performance commercially unreasonable. In such event, the party affected shall be excused from performance on a day-to-day basis to the extent of the delay, and the other party shall likewise be excused from the performance of its obligations on a day-to-day basis to the extent such party's obligations related to the performance are so delayed. Where an Event of Force Majeure occurs, the party who is delayed or fails to perform shall give prompt notice to the other party. In the event such inability to perform shall continue longer than 60 Days, the party which has received or which was entitled to receive notice may terminate the Agreement by notice to the other party without further liability, expense, or cost of any kind.
- (e) <u>Independent Contractors</u>. The parties are independent contractors. Nothing herein shall be construed to create any legal partnership, joint venture, agency or any other relationship between the parties.
- (f) <u>Notices</u>. All communications and notices provided for herein shall be in writing and shall be deemed to have been given when delivered personally to the recipient, by email, or by registered or certified mail with return receipt requested, postage prepaid, and addressed to the applicable signatory at the address appearing on the Addenda or Quote(s), as applicable, or at such other address as either party may designate by notice to the other.
- (g) <u>No Waiver</u>. No delay or failure to take any action or exercise any rights under this Agreement shall constitute a waiver or consent unless expressly waived or consented to in writing. A waiver of any event does not apply to any other or subsequent event, even if in relation to the same subject-matter.



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- (h) <u>Publicity</u>. Except as expressly agreed in writing, neither party shall issue any press release, or otherwise publicly identify the other as a customer or supplier, in any marketing materials or otherwise, without the express prior authorization of the other party.
- (i) <u>Severability</u>. If any provision contained in this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, it shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall not be in any way affected or impaired thereby and shall continue in full force and effect.
- (j) <u>Amendment</u>. This Agreement may be modified or amended only if the amendment is made in writing and is signed by both parties.
- (k) <u>Counterparts</u>. This Agreement and each Addenda may be executed by the parties in counterparts with the same effect as if they had signed the same document and all counterparts shall be construed together and shall constitute one and the same agreement. This Agreement and any Addenda may be executed by the parties and transmitted by electronic transmission, with the same effect as if the parties had delivered an executed original.
- (I) <u>International</u>. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement or any Products or Services ordered or provided under this Agreement.
- (m) <u>Compliance with Laws</u>. Each party agrees to comply with all applicable federal, state, provincial and local laws, regulations, and orders in fulfilling its obligations under the Agreement, including as applicable laws relating to anticorruption of public officials and antibribery laws and regulations and the Federal Fair Debt Collection Practices Act.
- (n) <u>Authorization</u>. Both parties represent and warrant that they have the authority to bind their respective agency, institution, or company, and that they are authorized to sign this Agreement and any Addenda hereto.
- (o) <u>Captions</u>. The captions and section headings included in this Agreement and any Addenda are for convenience only and shall not affect the scope, intent, meaning or function of any provision of this Agreement or the applicable Addenda.

IN WITNESS WHEREOF, the parties have executed this Agreement by a duly authorized representative thereof on the ____ day of _____, ____.

T2 SYSTEMS, INC.

CUSTOMER

Per:	Per:
Name:	Name:
Title:	Title:



Flex Software Subscription Addendum

THIS FLEX SOFTWARE SUBSCRIPTION ADDENDUM GOVERNS THE PROVISION AND USE OF THE FLEX SOLUTION AND SERVICES PURCHASED BY __________("CUSTOMER") FROM T2 SYSTEMS, INC. ("T2 SYSTEMS").

- 1. **BACKGROUND**. The parties have entered into a Master Customer Agreement. This Addendum is incorporated into and subject to the terms of the Agreement and the terms of the Agreement are incorporated herein. To the extent of any conflict between the terms of this Addendum and the Agreement, the terms of the Addendum shall control.
- 2. **DEFINITIONS**. In this Addendum:
 - (a) "Addendum" means this Addendum between T2 Systems and Customer and the *Quote*.
 - (b) "Agreement" means the Master Customer Agreement.
 - (c) "Authorized Hosting Provider" means T2 Systems or its subcontractors.
 - (d) **"Authorized Purposes"** means Customer's use of the Software for the Customer's internal parking business operations.
 - (e) "Authorized Concurrent Users" is set forth in the *Quote*.
 - (f) "Client Components" means components of the Software, which T2 Systems makes available for downloading by Authorized Concurrent Users onto a personal computer or other personal electronic storage device solely for Authorized Purposes.
 - (g) "Effective Date" means the date set forth below as the executed date.
 - (h) "Technical Support" includes:

 Assistance with upgrading T2 Flex Software
 Assistance with upgrades to Oracle database releases
 Assistance with installation of Oracle patches
 Access to Crystal Reports library of 400+/- reports
 Authorized Concurrent Users may participate in on-line T2 Systems training on Software
 upgrades
 Database rebuilds or repairs
 - (i) **"Guaranteed Minimum Commitment**" means the remainder of the current annual subscription fee once each annual term commences.
 - (j) **"Hardware Error**" means a defect in the Hardware that prevents Customer and its Authorized Concurrent Users from accessing the Software through the Hardware.
 - (k) **"Hardware Fee"** means the fee set forth in the **Quote** for the initial term of. The Hardware Fee is subject to change as provided in 8(b).
 - (I) **"Hosting Error**" shall mean a defect in the Hosting System that prevents Customer and its Authorized Concurrent Users from accessing the Software through the Hosting Services.
 - (m) **"Hosting Services Fee**" means the fee set forth in the **Quote** for the initial term of the Hosting Services. The Hosting Fee is subject to change as provided in 8(b).
 - (n) "Hosting Services" means that T2 Systems will install, operate, and maintain the Software on T2 systems' application server, and provide to Customer access to T2 Systems' Application Server sufficient for Customer to exercise its subscription rights granted herein and for the Authorized Concurrent Users to communicate with, access and use the Software by way of the Internet.





- (o) "Hosting System" means the computer and network equipment owned and maintained by T2 Systems or its designated third party and the operating software licensed by T2 Systems or its designated third party.
- (p) **"Installation Date**" means the date the Software goes into production mode or the date a Software application is downloaded for use by the Customer.
- (q) "Production Copy" means an executable code copy of the Software which is used on a computer system to process live data. Copies of all or a portion of the Software whether on multiple computers or on a computer system will constitute a single Production Copy so long as a single database is used by all of the copies of the Software. The number of Production Copies authorized under this Addendum is one, unless otherwise set forth in the *Quote*.
- (r) **"Professional Services Fee**" means the fee set forth in the Quote for the initial term of the Professional Services. The Professional Fee is subject to change as provided in 8(b).
- (s) **"Remote Access Equipment**" means the equipment necessary for Customer to access the services on the Internet. The Remote Access Equipment is to be provided by Customer.
- (t) **"Subscription Fee**" for the initial Subscription Term is set forth in the **Quote**. The Subscription Fee for the terms after the initial Subscription Term may be changed as provided in 8(b).
- (u) "Subscription Term" means the Initial Term and all renewal terms.
- (v) **"Software**" consists of T2 Flex[®] and all related T2 Flex[®] software applications and components as specified in the *Quote*.
- (w) "Target Response Time" means the time period during support hours in which T2 Systems will strive to communicate with the Customer acknowledging a support request by the Customer.
- (x) "Quote" means the document executed by T2 Systems and Customer which is referenced herein.
- (y) "Standard Technical Support" means responses to questions of error by email or telephone.
- (z) **"Time and Materials Basis"** means an hourly basis at the rate specified in the **Quote**, together with reimbursement of expenses.
- (aa) **"Web Site**" means the Web Site prototype provided by T2 Systems, and subsequently customized at Customer's request.
- (bb) "Web Site Fee" is identified in the *Quote*.

All other terms defined in this Addendum shall have the meanings ascribed thereto. Capitalized terms used in this Addendum that are not otherwise defined in this Addendum have the meaning set forth in the Agreement.

3. SOFTWARE SUBSCRIPTION

(a) Software Subscription. T2 Systems grants to Customer a non-exclusive right to use the Software for its Authorized Concurrent Users, or as set out on the Quote, if applicable. T2 Systems grants the Subscription(s) for the Authorized Purposes and no other purposes. At no time may the number of user accounts for the Software exceed the number specified on the Quote. T2 Systems has the right to monitor the number of Authorized Concurrent Users. Customer may increase the number of Authorized Concurrent Users upon payment of the applicable fees.



- (b) Term. The Subscriptions granted in this Addendum are for the term specified in 9.(a).
- (c) Warranty of Functionality. T2 Systems warrants to Customer beginning from the date T2 Systems installs or the Customer downloads the T2 Flex® Software, for the term of the Agreement, the Software will provide at least the functionality contained in the then-current product literature as posted on T2 Systems' corporate website, and will perform without errors which would significantly affect its ability to provide that functionality. This warranty is contingent upon Customer advising T2 Systems of any failure of the T2 Flex® Software to perform within ninety (90) days after the Installation Date or download date. The notice to T2 Systems shall specifically identify the error or errors. T2 Systems' services in connection with the correction of the errors shall be provided without charge to Customer. The Software will remain in compliance with current Payment Card Industry security standards at all times.
- (d) Installation. T2 Systems shall install the Software and confirm that the Software is working properly. Once the Software is installed, the Customer shall verify that the installation is complete and the Software is working properly. Any T2 Flex[®] Software applications purchased by Customer will be available for download from the T2 HUB or as specified on the Quote.

4. HARDWARE

- (a) Applicability. The provisions of this Section 4 apply only if *Quote* states that T2 Systems or an authorized T2 Systems distributor will sell hardware (the "Hardware") and related software. In addition, the provisions of Section 4 only apply to Hardware purchased through T2 Systems or an authorized T2 Systems distributor.
- (b) Hardware Warranty. T2 Systems warrants to the Customer that the Hardware will be free from defects in workmanship and materials, under normal use, for one year (365) days from the date the Hardware is delivered.
- (c) Exclusive Remedy. Should a Hardware Error occur during the warranty period and you notify T2 Systems, Customer's sole and exclusive remedy shall be, at T2 Systems' sole option and expense, to repair or replace the Hardware parts which have been found to be defective. At T2 Systems' sole discretion, parts may be repaired as opposed to being replaced. T2 Systems may replace parts with others of like kind and quality. T2 Systems will provide service at any T2 Systems service center or at such other location as may be designated by T2 Systems. Customer agrees to follow the Return Materials Authorization Process as set forth in 4(g).
- (d) Hardware Repair Limitations. T2 Systems' liability for Hardware repairs under this Addendum shall be limited to the actual cash value of the Hardware in operating condition at the time of the claim. Except as otherwise expressly agreed by T2 Systems, nothing herein shall obligate T2 Systems to repair or replace aesthetic or structural items including, but not limited to, damage to the case or screen from dropping, warping of any kind to housing, case or frame of the Hardware. Customer agrees that it is responsible for repair costs associated with worn out or damaged touch screens or LCD modules. This Addendum only applies to the operation of the Hardware under the conditions for which it was designed, and does not cover damage resulting from external causes such as, but not limited to, damage resulting from a collision with any object or from fire, flooding, sand, dirt, windstorm, hail, earthquake, , damage from exposure to weather conditions not anticipated or contemplated by the manufacturer's specifications, battery leakage, theft, misuse, abuse, damage from failure of, or improper use of, any electrical sources or connection to other products not recommended for interconnection by the Hardware manufacturer. Customer shall perform all preventative maintenance recommended by the Hardware manufacturer to maintain the Hardware in operating condition and Customer



agrees that any loss or damage resulting from the failure to provide the Hardware manufacturer's recommended maintenance is not covered by this Addendum.

- (e) Obsolete Hardware. While it is T2 Systems' intention to support Hardware for as long as is technically and financially feasible, T2 Systems reserves the right to discontinue maintenance and support of obsolete Hardware six (6) months after providing written notice to Customer. After that time, T2 Systems will offer repair services on the thencurrent standard rates for time and materials for the obsolete Hardware so long as parts and labor are reasonably available.
- (f) Engineering Modifications. All products of T2 Systems are subject to design and/or appearance modifications which are production standards at the time of shipment. T2 Systems may, but shall not be required, to, modify, or update products shipped prior to a current production standard.
- (g) Return Materials Authorization (RMA) Process. In the event that Customer experiences a malfunction with respect to the Hardware, Customer shall call T2 Systems technical support in order to determine the cause of the malfunction. If T2 Systems technical support determines that the Hardware does require service, the technician will instruct Customer as to the proper return procedure. A Return Material Authorization Number (RMA) must be obtained before product is returned. Customer shall return the damaged Hardware, together with a description of the malfunction, to T2 Systems or other service location as directed by the T2 Systems technician. Customer shall remove the Flash ROM or RAM cards prior to shipping the Hardware to the appropriate T2 Systems service center. T2 Systems is responsible for all freight and insurance charges outbound from the service center. T2 Systems is not responsible for removal, installation, or any incidental expenses incurred in replacing the defective item or shipping the product to or from the distributor or customer.
- (h) Restocking Fee for Returned Hardware. The Customer may return Hardware within thirty 30 days of delivery if the goods are in an unsoiled, undamaged, new, and re-saleable condition. T2 Systems charges a minimum of 25% restocking fee on all equipment that is returned unless the delivered goods were damaged or found malfunctioning upon arrival by purchaser. The credit will be issued only after the equipment is inspected and determined by an Employee of T2 Systems to be in unsoiled, undamaged, new and resaleable condition. The Customer will pay for all freight charges to T2 Systems' plant unless the delivered goods were damaged or found malfunctioning upon arrival, in which case the seller shall pay all return freight charges. Customer and/or the distributor agree to inspect all delivered pieces of ARC hardware immediately and report any visible damage within 48 hours to T2 Systems. Failure to report damage in this time frame will result in the inability to replace damaged goods. Hidden damage (i.e. electrical issues, board malfunctions, etc.) must be reported within seven (7) days.
- (i) The remedies set forth in this Section 4 are Customer's exclusive remedies related to the Hardware. T2 Systems' entire liability shall be limited to replacement, repair, or refund of the purchase price paid, at T2 Systems' option.

5. HOSTING SERVICES

- (a) Software Installation. T2 Systems shall install the Software on the Hosting System.
- (b) Access. In consideration of the payment of the Hosting Fee, T2 Systems will provide Customer access to the Software via the Hosting Services and Hosting System. Customer may access the Hosting System using Customer's Remote Access Equipment. T2 Systems shall undertake commercially reasonable efforts to provide Customer with consistent service in a shared hardware environment sufficient to access the Software on T2 Systems





Application Server through the Internet twenty-four (24) hours per day, seven (7) days per week, except for routine maintenance performed pursuant to notice to Customer. T2 Systems shall monitor T2 Systems' Application Server and undertake commercially reasonable efforts to restore promptly all failures of service at no additional charge to Customer. Customer shall be solely responsible for (i) providing Internet devices and supported browsers, and (ii) Internet connections, at Customer's sole cost and expense.

- (c) Hours of Operation. Generally, connectivity will be available seven (7) days per week, twenty-four (24) hours per day. Customer's access is subject to outages for scheduled maintenance activities and outages attributable to failure of the Customer's telecommunications provider to provide an Internet connection. Whenever practical, scheduled maintenance activities will be performed [*outside*] the hours of 8:00 a.m. and 8:00 p.m. ET. Notice of scheduled maintenance shall posted the T2 Knowledge Base at https://t2systems.force.com/Customer/s/
- (d) Maintenance and Updates. T2 Systems shall provide maintenance for the Hosting System, including updates and patches and shall install any updates or enhancements for the Software that are released by T2 Systems to its Customers.
- (e) Passwords and Security. Customer will control the issuance of passwords and user IDs for the use of the Software by Customer's Authorized Concurrent Users. Customer shall be responsible for the confidentiality of all those passwords. Customer acknowledges that it will be responsible for all liabilities incurred through use of any password assigned to Customer, and that any transactions under Customer's password will be deemed to have been performed by Customer.

6. **PROFESSIONAL SERVICES**.

- (a) Applicability. The provisions of this Section 6 apply if the Quote states that T2 Systems will provide additional technical, development or installation services in association with this Agreement (collectively, the "Professional Services") a description of which shall be set out in a Statement of Work attached hereto. Subject to payment by Customer of any Web Site Fee which is due, T2 Systems grants to Customer a non-exclusive right to use the Web Site prototype and any additional enhancements or customization in connection with the use of the Software.
- (b) Web Site Development. If the Customer determines that the Web Site requires additional enhancements or customization, T2 Systems shall provide development services relating to the Web Site. T2 Systems' services in assisting Customer in this regard shall be provided on a Time and Materials Basis.

7. TECHNICAL SUPPORT

- (a) Technical Support Services. T2 Systems offers the Customer technical support as described in Section 2(h).
- (b) Technical Support Hours. T2 Systems offers Technical Support from 8:00 a.m. EST to 8:00 p.m. EST Monday through Friday excluding holidays. The Target Response Time is two (2) hours.
- (c) Updates and Enhancements. To the extent that T2 Systems releases an updated or enhanced version of the Software during the Subscription Term, T2 Systems will make the updated version available for download by Customer at no additional charge.
- (d) Technical Support Exclusions. T2 Systems will not be responsible for failure to correct a problem to the extent that T2 Systems is unable to replicate the problem, or if the problem is caused by: (i) misuse of the Software, (ii) failure by Customer to utilize compatible



computer and networking hardware and software, (iii) interaction with software or firmware not provided by T2 Systems, (iv) any change in applicable operating system software, or(v) the failure of Customer to install updates to the Software provided by T2 Systems. A Customer who is not current with their account will not be eligible for technical support. In any such event, T2 Systems will advise Customer and, upon request, will provide such assistance as Customer may reasonably request with respect to such problem at T2 Systems' then-current standard rates for time and materials.

- (e) Cooperation. Customer acknowledges (i) that certain services or obligations of T2 Systems hereunder may be dependent on Customer providing certain data, information, assistance, or access to Customer's systems, (collectively, "Cooperation"), and (ii) that Cooperation may be essential to the performance of such services by T2 Systems. The parties agree that any delay or failure by T2 Systems to provide services hereunder which is caused by Customer's failure to provide timely Cooperation reasonably requested by T2 Systems shall not be deemed to be a breach of T2 Systems' performance obligations under this Addendum.
- (f) Supported Versions of Software. T2 Systems requires all T2 Flex Software and applications to be the current or next most recently released versions. T2 Systems reserves the right to upgrade any T2 Systems hosted T2 Flex instance with 24 hour notice to the Customer. Notice may be provided via email or phone.

8. PAYMENT

- (a) Fees. The Subscription Fee, Hosting Services Fee, Professional Services Fee, Hardware Fee and any additional agreed upon fees (collectively, the "Fees") shall be payable according to the terms set forth in the *Quote*. Partial periods shall be prorated. Notwithstanding anything to the contrary contained herein, if this Addendum is terminated by T2 Systems for cause or by Customer for convenience prior to the expiration of the Guaranteed Minimum Commitment (as set forth in the *Quote*), the unpaid balance for the Guaranteed Minimum Commitment shall accelerate and be due and payable in full immediately upon acceleration.
- (b) Change in Fees. T2 Systems will increase the Fees by five (5) percent per year, provided T2 Systems notifies Customer in writing at least sixty (60) days prior to a renewal period. If T2 Systems fails to provide a sixty (60) day notice, then the increase in Fees will not become effective until the beginning of the first month following the sixty (60) day period after T2 Systems notified Customer of the increase.
- (c) Invoices. Invoices for payment of amounts due to T2 Systems under this Addendum shall be itemized in reasonable detail. If Customer does not dispute any part of an invoice, Customer shall pay the amounts due within thirty (30) days of receipt. If Customer disputes one or more items of an invoice, Customer shall: (i) pay T2 Systems within thirty (30) days of receipt of the invoice the amounts for items not disputed; and (ii) notify the Finance Department of T2 Systems within those thirty (30) days in writing of its dispute of one or more items of the invoice, identifying the item or items in dispute and setting forth in reasonable detail the basis for each dispute. Failure to so notify the Finance Department of T2 Systems of each item in dispute and the basis therefore shall be deemed acceptance of those items, and Customer shall forthwith pay T2 Systems therefore.
- (d) Failure to Make Payment. If Customer fails to make any payments within thirty (30) days after the amount is due pursuant to this Addendum, then the amount, without the necessity of any notice or action by T2 Systems shall become due and payable together with interest thereon from the date of nonpayment at twelve percent (12%) per annum [or the highest rate permitted by law if less than twelve percent (12%)] and with reasonable attorneys' fees and other costs of collection. The non-exclusive subscription





granted pursuant to this Addendum may be terminated by T2 Systems with thirty (30) days prior written notice in the event Customer fails to make any payments when due under this Agreement.

(e) Payment by Automated Clearing House. If applicable, Customer agrees that the Subscription Fee and Web Site Fee (if applicable) shall be paid by Automated Clearing House debit. Customer agrees to complete the ACH Authorization Agreement accompanying this Addendum. If Customer is unable to execute an ACH Authorization Agreement, Customer shall make payment to T2 Systems by check, credit card or debit card in the amount payable hereunder. Furthermore, Customer agrees to submit such payment to T2 Systems so that payment is received by T2 Systems on or before the Subscription Fee due date.

Payment Options

- 1. Annual Subscription paid in advance
- 2. ACH (see above)

9. TERM AND TERMINATION

- (a) Term. The term of the Subscriptions granted in Section 3 and the provision of support under Section 7 shall commence on the Installation Date or three (3) months from the Effective Date of the Addendum, whichever is earlier, and shall continue for the period set forth in the **Quote** ("Initial Term"), provided however if Customer has an existing **Quote** the term of the subscription will be as set forth in the Quote and the terms of this Addendum shall be applicable to the **Quote** as of the Effective Date. If the Customer delays installation beyond the timeline in the Quote, the Customer may incur additional installation fees. If a delay in installation is caused by T2 Systems, the initial term of this Addendum shall commence at the date the Software is installed and the Customer executes the installation verification acknowledgement. Except as may be otherwise provided in the **Quote**, the term of the Subscriptions and support shall be automatically renewed for an additional term of one (1) year effective immediately after the expiration of any then-current term, unless either T2 Systems or Customer gives notice of nonrenewal to the other at least sixty (60) days in advance of the expiration of the then-current term.
- (b) Reengagement When a project does not stay on the agreed upon schedule as defined in a mutually agreed upon project plan because the Customer did not meet its deliverables, or if the Customer requests a new date after a committed date has been scheduled, the Customer will be responsible for:
- 1. Acceleration of payment for all Professional Services completed to date (i.e., I&T, project management costs, eBiz, interfaces, etc.).
- 2. All hard costs, including travel
- 3. Rebooking fees
- 4. Any necessary rework (repeat of training, additional data sample, additional PM hours) would be billed at restart.
- 5. A reengagement fee of 20% of the total professional services plus travel expenses associated with the reengagement.
- (c) Termination. Customer may terminate the Subscriptions granted in this Addendum, any support under Section 7, any Professional Services, and any Hosting Services by notice of non-renewal given in accordance with Section 9(a) or by notice given in accordance with the provisions of the Agreement. T2 Systems may terminate the Subscriptions granted in



the Agreement and any support under Section 7 by notice of non-renewal given in accordance with Section 9(a), by termination as provided in Section 8(d) or upon fifteen (15) days prior written notice in the event Customer uses the Software in a manner not permitted under the Addendum. Nothing in this Addendum or any other agreement between the parties shall prohibit T2 Systems from contracting with, or providing goods (including software) or services to, any other party to service the same end users contemplated by this Addendum.

- (d) Return of Materials. Upon termination of the Subscription of the Software for any reason, Customer shall destroy all copies of the Software and any other materials received from T2 Systems and furnish T2 Systems a written statement certifying that through Customer's best efforts, and to the best of Customer's knowledge, all copies of the Software including all copies of Client Components, and any other materials received from T2 Systems, have been destroyed.
- (e) Return of Customer Data. Upon termination of the Subscription of the Software, T2 Systems shall, at Customer's request, return Customer's data in an Oracle standard database export format. To accommodate special requests to receive data in any other format, Customer will be responsible for additional time and materials required to accommodate this request. All special requests will be scoped by T2 Systems and then an initial estimate provided to the Customer.
- (f) Outstanding and Future Payment Obligations. All payment obligations between the parties that are outstanding as of the effective date of termination, or which accrue hereunder prior to the effective date of termination or which accrue for services that are completed after the effective date of termination shall survive the termination of this Addendum.

10. **RESTRICTIONS ON USE OF THE SOFTWARE**

- (a) No Distribution. Customer may not distribute or sublicense the Software to any person.
- (b) No Sublicense; Persons Authorized to Use. Customer may not resell accounts or sublicense persons to use the Software other than Authorized Concurrent Users.
- (c) No Reverse Engineering. Customer agrees that it will not create or attempt to create or permit others to create or attempt to create, by reverse engineering or otherwise, the source programs for the Software or any part thereof from the object program or from other information made available under the Agreement (whether oral, written, tangible or intangible). The Addendum does not give Customer the right to have access to any source code for the Software.
- (d) Passwords. Customer shall not: (i) transmit or share identification and/or password codes to persons other than the Authorized Concurrent Users for whom such codes were generated; (ii) permit Authorized Concurrent Users to share identification and/or password codes with others; or (iii) permit the identification and/or password codes to be cached in proxy servers and accessed by individuals who are not Authorized Concurrent Users.

11. CORRECTION OF ERRORS

(a) Correction of Functionality of the Software. The liability of T2 Systems for the functionality of the Software is limited, except as provided below in this Section, to the warranty provided in Section 3(c). If, thirty (30) days after the giving of the required notice described in Section 3(c), the Software fails to so conform, and the failure to conform is occasioned by T2 Systems' error and not operator error, faulty data or hardware failures, then, Customer may, at its election at any time thereafter while the failure remains uncured, send T2 Systems a written notice that: (i) T2 Systems has continued to fail to correct the



failure; and (ii) Customer has elected to terminate the subscription of the Software. Upon the continuance of that failure for a period of thirty (30) days after such written notice of the continuance of such failure to correct and Customer's election to terminate has been given to T2 Systems by the Customer, Customer may, and its exclusive remedy shall be to, terminate the subscription granted pursuant to the Addendum within sixty (60) days after the expiration of the cure period by the destruction of the materials described in 9(d), and have returned to it, (to the extent the amounts have not been previously refunded) the Subscription Fee, under 8(a) of this Addendum theretofore paid to T2 Systems for the initial Subscription Term. If Customer fails to return the materials within thirty (30) days after the expiration of the cure period, Customer shall have waived its right to terminate the subscription and to receive a refund of the Subscription Fee.

- Correction of Support Errors. T2 Systems' liability under Section 7 is limited as provided in (b) this Section 12(b). T2 Systems commits to use commercially reasonable efforts repair "minor" bugs, which are errors that support a "work around" solution (a "Minor Error"), in the next production release of the Software, which would typically occur in ninety (90) days or less. New production releases (beta releases) are heavily tested by T2 Systems' technical staff and, typically, by beta site Customers, meaning that "critical" bugs, which are errors that would stop a Customer from processing (a "Critical Error") and together with a Minor Error, an "Error") rarely make it into a production release. Nevertheless, if a Critical Error makes it into a production release, T2 Systems commits to use commercially reasonable efforts to distribute a software patch within forty-eight (48) hours of T2 Systems' receipt of notice of the Critical Error. If an Error continues for a period of sixty (60) days after that detailed written notice has been given to T2 Systems by Customer, Customer may, and its exclusive remedy shall be to terminate the subscription of the Software by certifying destruction of the Software and other materials in the manner provided in Section 9(d) within thirty (30) days after the expiration of the cure period and, upon such certification, have returned to it the prorated consideration representing Customer's payment of the Subscription Fee for the days remaining in the then current Subscription Term computed from the date of T2 Systems' receipt of the termination notice.
- (c) Correction of Hardware Errors. T2 Systems' liability under Section 4 is limited as provided in this Section 12(c). If after giving T2 Systems notice of the Hardware Error, T2 Systems fails to repair or replace the faulty Hardware, then, Customer may, at its election at any time thereafter while the Hardware Error remains uncured, send T2 Systems written notice that (i) T2 Systems has continued to fail to correct the Hardware Error and (ii) Customer has elected to terminate the Hardware Support services. If the Hardware Error continues for a period of sixty (60) days after that detailed written notice has been given to T2 Systems by Customer, Customer may, and its exclusive remedy shall be to the Hardware to T2 Systems and have returned to it the prorated consideration representing Customer's payment for the Hardware repair and support.
- (d) Correction of Professional Services Errors. Customer shall notify T2 Systems within thirty (30) days' time after T2 Systems advises Customer of its completion of the work in question when the Professional Services do not execute in accordance with the Customer's specifications. The notification shall include the detailed variances and the information necessary for T2 Systems to verify the variances. T2 Systems, upon actual receipt of the notification and verification of the detailed variances, shall modify the work so that it shall conform to the Customer specifications. The passage of the thirty (30) day period after T2 Systems advises the Customer that the work is completed without the notification described herein shall constitute final satisfaction of the express warranty and the warranty period described above.



12. MISCELLANEOUS

- (a) **Survival**. The provisions of Sections 5(e), 8(c), 9(d), 9(f), 10, 11, 12(b) and all obligations of Customer to pay or reimburse T2 Systems for any amounts arising under this Addendum, shall survive any termination of either this Addendum or the non-exclusive subscription granted hereunder.
- (b) **Entire Agreement**. The Addendum (including the *Quote*) and the Agreement constitute the entire agreement between the parties hereto with regard to the Software, the Hosting Services, any Development Services, and any support of the Software.

Executed this ___ day of _____, ____.

T2 SYSTEMS, INC.	CUSTOMER
Per:	Per:
Name:	Name:
Title:	Title:



T2 Analytics

Dashboard

Dashboard is a powerful business intelligence product that turns your parking data into informative dashboards and widgets. It provides dozens of pre-built, interactive dashboards that show financial and operational data. They are easy to read, easy to share, and easy to work with.

Dashboard is a web-based tool giving you complete access to all of your parking data. It allows you to use engaging dashboards and widgets to easily work with analytics to drive insights and support better decisions.

Included With Your Dashboards & Widgets:

- Access to dozens of pre-built, interactive dashboards
- Dashboard will show your operation's financials and operational efficiency in a new way, with both historical and current views
- Your dashboards with be automatically populated with bullets explaining your data. These narratives will help build your own Executive Summaries – just cut and paste
- Monitor your performance with "Pulse" notifications

 a feature that watches your data for trends and
 inconsistencies
- Dashboards will be updated regularly based upon customer feedback and requests

"We get good information we can look at quickly and holistically. We can view our data and operations in a much more effective and efficient way to allocate resources accordingly. This makes us more responsive to the public and more responsive to elected officials. It means we can manage more analytically, rather than anecdotally. "

-Parking Director, T2 Customer





T2 ANALYTICS—E	ASY TO READ, EASY TO SHARE, EASY TO WORK WITH
FEATURES	 Responsive design allows access via desktop, mobile or tablet Aggregated data from all T2 platforms for centralized data visualization Access to dynamically view your actionable business intelligence dashboards Compare year-over-year and month-over-month performance Identify patterns/outliers and investigate to determine the cause Use heat maps to easily identify high and low frequencies Visualize your data on geographic maps Drill-down to see additional layers Ability to filter, sort, zoom Narratives provide plain English explanations for the visualizations that can serve as executive summaries on periodic reports
KPI'S INCLUDED	 Citation Issuance - Volume / Value Citation Payment Rate Citation Discount Value Enforcement Officer Performance Permit Issuance - Volume / Value Product Financial Performance Platform Financial Performance Year-over-Year Financial Performance Permit Selling Price Permit Holder Geolocation Point-of-Sale Performance Permit Control Group Performance Parking Session Duration Space Utilization

Think Technology. Think Solutions. Think T2.



Since 1994, T2 Systems has been providing the parking industry with solutions that meet the ever-changing needs of parking managers and parkers alike. T2's unified parking management platform combines quality products and services with a commitment to thought leadership and strong customer relationships. T2's intelligent platform of Solutions-as-a-Service (SaaS)—including enforcement, permits, payments, PARCS, event parking and real-time parking availability—is trusted by over 1,650 organizations in the United States and Canada, including universities, cities, towns, private operators, and airports.

For additional information about T2 Systems, Inc. products and services, visit www.T2systems.com.

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#180776F Gainesville. Citizen centered People empowered

ADDENDUM NO. 1

Date:	January 11, 2019	Bid Due Date:	January 30, 2019 at 3:00 P.M. (Local Time)
Bid Name:	Integrated Parking Management & Mobile Ticketing Solution	Bid No.:	DOMX-190023-DS

NOTE: This Addendum has been issued only to the holders of record of the specifications and attendees of the nonmandatory pre-proposal meeting held on January 10, 2019.

The original Specifications remain in full force and effect except as revised by the following changes which shall take precedence over anything to the contrary:

1. Final questions shall be submitted in writing to the City of Gainesville Procurement Division by January 17, 2019. Questions may be submitted as follows:

Email: sescoda@cityofgainesville.org or Faxed (352) 334-3163, Attention: Daphyne Sesco

- 2. Please find attached:
 - a) Copy of the blackout period information (Financial Procedures Manual Section 41-423 Prohibition of lobbying in procurement matters)) distributed during non-mandatory pre-proposal meeting.
 - b) Copy of the non-mandatory pre-proposal sign-in sheet for your information.
 - c) Sample of City's Contract
- 3. Daphyne Sesco, Purchasing Division, discussed bid requirements.
 - Sign-in Sheet is circulating; this is not a mandatory meeting.
 - The Blackout period began once the bid was released and continues until contract award by the City Commission. No lobbying or discussions can occur between bidder and any representative of the City, except the designated purchasing staff contact; otherwise your bid will be disqualified.
 - Verbal instruction does not change the terms of the solicitation changes can only be made via a written addenda. Questions/Answers and topics of discussion addressed at this pre-proposal meeting will be available in an addendum for download through Onvia DemandStar (www.demandstar.com).
 - Send final questions in writing to Daphyne Sesco by no later than January 17, 2019.
 - Return one original and *four copies* (total of five) and a CD or flash drive with a pdf of your response.
 Sign, date and return all Addenda.
 - Responses are to be received by the Purchasing office no later than 3:00 p.m. (local time) on January 30, 2019. Any bids received after 3:00 p.m. on that date will not be accepted. Bids must be physically received in the City's Purchasing Department. Only hand-delivered responses are acceptable (i.e., in person or through a delivery service such as FedEx, UPS).

- If claiming Local Preference, then mark the box on page 34 and submit a copy of Business tax receipt and Zoning Compliance Permit
- If you choose to not bid, then please complete the form at the end of RFP document to let us know why you are not bidding.
- 4. Debbie Leistner, Planning Manager for Department of Mobility, gave a brief overview of the project.
- 5. The following additional questions are required to be answered in your proposal:
 - a) What is the vendor support (or integration) with roving LIDAR systems such as Vigilant Solutions?
 - b) Data questions
 - Import-Can new system import historical data, customer information, payment and transactions?
 - Export-Can historical data be exported. If yes, what are the supported export formats?
 - Maintenance–What integrations are available to keep the system updated with ongoing changes such as parcels and city zoning?
 - Costs-Are any fees associated with these data import and export processes? What thresholds in size and cost exist for data storage?
 - DMV connection/integration for parking citations?
 - c) Access/Support:
 - Does system support single sign-on (SSO) with our existing AD system?
 - d) Reports
 - Can current T2 reports be converted to work with the new system or will they need to be rebuilt?
 - What is the support level/process/cost for the creation of new reports?
 - e) Payments
 - How will the system align with current City payment processors?
 - Is it compatible with iNovah cashiering system?
- 6. Questions received to date:
 - Question1: May I ask if the City is open to multiple vendors, since you are looking for parking and transit system payment options?
 - Answer1: Yes, multiple vendors would be considered, however it would be expected that the systems would offer an open platform that could be integrated for efficiency and ease of use by potential customers, as well as provide one data set for the City to access for analysis and reporting.
 - Question2: Is the RFP requiring pay stations? If not, does the City already have some installed and if so, what manufacturer are they?

Answer2: No; the City recently acquired one pay station for the parking garage - Luke/T2 Systems.

- Question3: Does the City already have an LPR System in place (Genetec reference)?
- Answer3: Yes, Genetec.
- Question4:Who is your current Parking Management & Mobile Ticketing Vendor?Answer4:T2 Systems.
- Question5:Who is your current Parking Enforcement vendor?Answer5:T2 Systems.

• •	page 16, item $\#2$ – Parking Enforcement for the following nine (9) questions:
Question6: Answer6:	What is your current annual parking citation ticket volume? FY18 (10/1/2017 – 9/30/18) was 10,189; FY19 to (10/1/2018 to 1/2/2019) was 2,977.
Question7: Answer7:	What is your current annual parking citation revenue? The FY18 actual was \$281,475.90.
Question8: Answer8:	What is your approximate parking citation collection rate? 86% of citations issued in FY18 were paid. The most common citation is at a rate of \$33.75.
Question9: Answer9:	What is the estimated unpaid citation revenue? In FY18 10,197 citations were issued; approximately 14% unpaid with a balance of approximately \$50,000.
Question10: Answer10:	Will the new vendor be required to attempt to collect these unpaid citations? Currently the City does not have a process for collection of outstanding parking fines; this may be an option to be considered in the future.
Question11: Answer11:	How many full time Parking Enforcement Officers? Three enforcement officers. This excludes police officers and police service technicians who can also issue citations.
Question12: Answer12:	How many hand held ticket writers are required? None; City would like to continue to use the existing system based on mobile application for Android smartphones with Apex3 printers.
Question13: Answer13:	Do you issue hand written parking citations? If so, how many a month will require data entry? Enforcement officers do not issue hand written citations (police officers do and the police department manually enters them into the system).
Question14:	Do you have pay by plate smart meters installed? If so, who is the vendor and what is meter model type?
Answer14:	No. Current pay by plate system is virtual.
Question15:	<i>Reference page 17, Item 17: Additional Integrated Services for the following question:</i> How many annual parking permits are issued for residential, visitor, commercial, event, and visitors?
Answer15:	In FY18 the City issued 1,931 residential permits; 408 visitor permits; 22 service permits; and 454 commercial permits.
Question16: Answer16:	Which individuals/departments will be involved in the evaluation process? The departments involved in the evaluation process are Mobility, Technology, and Billing & Collections. Be aware that the City has a prohibition of lobbying policy, which means that you will be disqualified if you contact these, or any other, department regarding this RFP.
Question17:	If the vendor does not include contract exceptions with its proposal, will that vendor still have the opportunity to negotiate terms later in the process?
Answer17:	In accordance with Paragraph K under Section I, if the Vendor does not provide exceptions to the contract language, and the Vendor is selected, then the City may require the Vendor to execute the contract without negotiations. Thus, the Vendor is advised to include any exceptions with the submitted proposal.

Question18:	Does the City intend on absorbing the convenience fee of the mobile application to create more parity between meters and the mobile application or will the City be passing the cost on to the parkers?	
Answer18:	The cost of convenience fees will be passed on to users of the system.	
Question19: Answer19:	Who is the City's current enforcement provider? T2 Systems.	
Question20: Answer20:	How many citations does the City issue each year? In FY18 the City issued 10,197 citations.	
Question21: Answer21:	What percentage of citations go uncollected each year? In FY18 approximately 14% citations were uncollected.	
Question22: Answer22:	What is the escalation schedule for citations? \$16.00 after 30 days.	
Question23: Answer23:	What is the average fine for each citation and the penalty fine for each escalation period? Most fines at \$33.75 with a \$16.00 escalation after 30 days.	
Question24: Answer24:	Does the current provider charge a convenience fee for online payments? Yes; for mobile pay there is a convenience fee of \$0.35 per transaction (City retains \$0.10); the fee does not apply to time extensions. There is a convenience fee of \$1.00 for parking permits.	
Question25: Answer25:	What type of handheld units is the City currently using? Android smartphones with Apex3 printers.	
Question26:	Does the City have a preference of a single unit issuance device to smart phone and Bluetooth printer combination?	
Answer26:	City would like to continue to use the existing system as mentioned in Answer 25.	
Question27: Answer27:	When does the City intend on launching the system? Implementation can be phased. The parking portion must be in place by June. The timeline for the implementation of the mobile ticketing solution for transit can be the last phase as it is not time sensitive.	
Question28: Answer28:	What is the Agency's annual fixed fare revenue? FY18 Fare and Passes revenue = \$772,201 (\$465,131 cash, \$307,070 passes). Other fare revenue is pre-paid \$13.9 million (UF/SF IDs).	
Question29: Answer29:	What is the annual ridership of the system? FY18 ridership = 9,350,030.	
Question30:	Is it required that pricing is sent in a separate sealed envelope? Or can it be a part of the technical bid.	
Answer30:	No, there is no requirement to separate the pricing out from the rest of your proposal package.	

Question31: How many electronic validators are desired by the Agency?

- Answer31: It is unclear how validators would be used in a virtual system. Additional information is needed to evaluate this option and to provide a definite response. Please be prepared to include this in your response to the RFP as applicable.
- Question 32: Does the Agency intend for the Vendor to include merchant processing costs in their proposal?
- Answer32: This would be considered. Please provide information regarding available options.
- Question33: Does the City have a scoring rubric? If so, are we able to obtain a copy? We are interested in how much is put into each of the Evaluation Criteria.
- Answer33: The City's *Professional & Other Services Evaluation Handbook* is available on our website at: <u>http://www.cityofgainesville.org/Portals/0/bf/PROFESSIONAL%20SERVICES%20EVALUATI</u> <u>ON%20HANDBOOK-2016-01-21.pdf</u>. Evaluation points are stated therein. Price will be 25% of the total of Technical and Written portions.

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 1 by his or her signature below, and a copy of this Addendum to be returned with proposal.

CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 1 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER:	T2 Systems, Inc.	
BY:	Joe Weiler	Joe Weiler
	7BC8DADB5C874BF	
DATE:	1/28/19	

CITY OFFINANCIAL SERVICESGAINESVILLEPROCEDURES MANUAL

41-423 <u>Prohibition of lobbying in procurement matters</u>

Except as expressly set forth in Resolution 060732, Section 10, during the blackout period as defined herein no person may lobby, on behalf of a competing party in a particular procurement process, City Officials or employees except the purchasing division, the purchasing designated staff contact. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

Black out period means the period between the issue date which allows for immediate submittals to the City of Gainesville Purchasing Department for an invitation for bid or the request for proposal, or qualifications, or information, or the invitation to negotiate, as applicable, and the time the City Officials and Employee awards the contract.

Lobbying means when any natural person for compensation, seeks to influence the governmental decision making, to encourage the passage, defeat, or modification of any proposal, recommendation or decision by City Officials and Employees, except as authorized by procurement documents.

CITY OF GAINESVILLE GENERAL GOVERNMENT PURCHASING DIVISION NON-MANDATORY PRE-PROPOSAL MEETING **Integrated Parking Management & Mobile Ticketing Solution**

DATE: January 10, 2019 at 11:00 am Local Time

RFP #DOMX-190023-DS

DUE DATE: January 30, 2019 at 3:00PM

YOUR SIGNATURE, PRINTED NAME,

YOUR COMPANY'S NAME, ADDRESS & PHONE NUMBER

PHONE NUMBER	EMAIL ADDRESS & FAX NUMBER
1) YOWNT LOPEZ TO SYSTEMS IN 8900 KEYSTONE CROSSING, SUITE	SIGNATURE
INDIANAPOUS, IN 45240	
PHONE # (317) 524 - 7441	
2) Phyllis Plummer Billing & Collection	Phylles Plemmer SIGNATURE
)	PRINTED NAME
PHONE # ()	
3) MOBILITY DEPARTMENT	SIGNATURE Deborgh Leistnen PRINTED NAME
PHONE # ()	FAX # ()
4)	
	SIGNATURE
	PRINTED NAME
PHONE # ()	
5)	
	SIGNATURE
	PRINTED NAME E-MAIL:
PHONE # ()	

CONTRACT FOR INTEGRATED PARKING MANAGEMENT AND MOBILE TICKETING SOLUTION

THIS CONTRACT is entered into this _____ day of ______, 2019, by the CITY OF GAINESVILLE, FLORIDA, a municipal corporation ("CITY"), and [Name of company], a [state] corporation ("CONTRACTOR").

The parties in consideration of the mutual covenants recited below agree as follows:

1. The CONTRACTOR shall furnish the labor, materials, and equipment to perform the contract, the scope of which is for a pay by phone parking system for City metered parking, as provided by the following enumerated Specifications and Documents ("Contract Documents"), attached hereto and made a part of this contract:

- a. This Contract
- b. [Addendum #____ dated _____]
- c. City of Gainesville Request for Proposal dated December 21, 2019 Bid # DOMX-190023-DS
- d. Proposal of [Company] dated _

The Contract Documents constitute the entire agreement between the CITY and CONTRACTOR. In the event of conflict or inconsistency between in the Contract Documents, the order of precedence for interpretation shall be the order in which the Contract Documents are listed above. Conflict or inconsistency within a particular contract document shall be resolved by having the more specific reference to the matter prevail.

2. The CITY shall pay to the CONTRACTOR for the faithful performance of user fees (credit card holders) in this Contract and the sums due upon verified invoice within 30 days of receipt. Parking meter revenue shall be collected 100% by the CITY. If fees are not subtracted by the gateway, then CITY is required to pay CONTRACTOR for the actual user fees they incur by the gateway. The per transaction convenience fee that the CITY will remit to the CONTRACTOR each month is \$____ per transaction.

3. The term of the Contract shall commence upon execution by the parties and continue for three (3) years. However, upon satisfactory and faithful performance of this Contract by the CONTRACTOR, the parties may extend the term of this Contract for a 12-month period with a maximum of two (2) such extensions.

4. Florida has a very broad public records law and certain records of a

contractor may be considered public records. Accordingly, by entering into an agreement

with the CITY, CONTRACTOR must:

- a. Keep and maintain public records required by the CITY to perform the service.
- b. 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, F.S., or as otherwise provided by law.
- c. 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 contract if the CONTRACTOR does not transfer the records to the CITY.
- d. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR 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.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (352) 393-8412, LEISTNERDL@CITYOFGAINESVILLE.ORG, DEBORAH LEISTNER, PO BOX 490, STATION _, GAINESVILLE, FL, 32627.

6. This Contract shall be governed by and construed in accordance with the laws of the State of Florida, except for its conflict of laws provisions.

7. CONTRACTOR shall be considered an independent contractor and as such shall not be entitled to any right or benefit to which CITY employees are or may be entitled to by reason of employment. Except as specifically noted in the Contract Documents, CONTRACTOR shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by the CONTRACTOR in the full performance of the Contract Documents.

8. The obligations of the CITY as to any funding required pursuant to this Contract shall be limited to an obligation in any given year to budget and appropriate from legally available funds, after monies for essential CITY services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the CITY shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the CITY pursuant to this Contract.

9. Nothing in this Contract shall be interpreted as a waiver of the City's sovereign immunity as granted under Section 768.28, Florida Statutes.

10. The parties hereto designated the following persons to be contacted regarding the performance of this Contract and to receive all notices: CONTRACTOR: [Name, address, phone]

CITY:

Parking Operations Supervisor SW Downtown Parking Garage 105 SW 3rd ST Gainesville, FL 32601 352-334-2569

11. City shall have the right to terminate this Contract, in whole or in part, without cause, upon seven (7) calendar days' written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against City shall be limited to that portion of the contract price earned through the date of termination.

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#180776F

IN WITNESS WHEREOF the parties have executed this Contract on the day first above written in two counterparts, each of which shall without proof or accounting for the other counterparts be deemed an original contract.

WITNESS:	(Seal If Corporation) [Company Name]
Print Name:	Print Name
Title	Title
WITNESS:	CITY OF GAINESVILLE
Print Name:	[Name, Title]
APPROVED AS TO FORM AND LEGAL	ITY

Gainesville. Citizen centered People empowered

ADDENDUM NO. 2

Date:	January 18, 2019	Bid Due Date:	January 30, 2019 at 3:00 P.M. (Local Time)
Bid Name:	Integrated Parking Management & Mobile Ticketing Solution	Bid No.:	DOMX-190023-DS

NOTE: This Addendum has been issued only to the holders of record of the specifications and attendees of the nonmandatory pre-proposal meeting held on January 10, 2019.

The original Specifications remain in full force and effect except as revised by the following changes which shall take precedence over anything to the contrary:

1. The following additional requirements have been added and are to be answered in your proposal:

- Provide a listing of all reports available in your system and samples of the reports associated with deposits and invoicing for reconciliation purposes.
- Provide information about the typical turn around and costs associated with the production on new reports.
- 2. The question submittal deadline has passed. No additional questions will be answered.
- 3. Final questions received and the City's response follow below:
- Question1: Does the current citation vendor pass a convenience fee along to violators? If so, what is that fee?
- Answer1: The current online payment vendor does not pass the convenience/transaction fee to the customer. The citation vendor currently doesn't accept payment within its current configuration. This could be an option for the new system under this RFP.
- Question2:The website states there is a fee if a citation is not paid after 7 days, what is that fee?Answer2:There was an ordinance change. The former penalties were assessed on day 8 and day 15 after a
citation was issued. The current penalty is \$16.00 and it is assessed on day 31 after the citation was
issued.
- Question3: We would like to request an extension to this RFP due on January 30, 2019.
- Answer3: The City is not able to offer an extension due to the pressing needs and tight timelines associated with this project.

Question4:	Question #31 within Addendum 1 states the Agency is interested in more information around validators in order to properly ask the question. Referring to Section I: Mobile Ticketing Solution (bullet 8) within the RFP, the Agency requests that the vendor provide electronic validators for the purposes of validating the electronic mobile ticketing fare. What quantity of validators is being requested by the Agency?	
Answer4:	The intent is for the use of a mobile application that does not require additional equipment/hardware to be installed on buses. The intent is for the implementation of a 'flash pass' / 'visual verification' ticketing solution.	
Question5:	Page 18 of the RFP details a mobile ticketing solution. Can the City provide ridership details on your transit system?	
Answer5:	The Regional Transit System (RTS) ridership for FY18 (October 1, 2017 -September 30, 2018) was 9,350,030. Revenue associated with daily fare and passes was \$772,201 for the same period. RTS offers daily, monthly and semester passes as follows: (1) daily passes at \$3.00/pass; approximately 15 daily passes sold per month; (2) monthly passes at \$35.00/pass; approximately 15 passes sold per month; (3) monthly passes at \$17.50 for disabled/veterans/student passes; approximately 300 passes sold per month; and (4) semester passes at \$60.00/pass; approximately 1 sold per month.	
	Fees for users associated with UF, Santa Fe and other major employers would not be handled through the mobile application.	
Question6: Answer6:	What quantity of electronic validators do you require to support the mobile ticketing solution? The intent is for the use of a mobile application that does not require additional equipment/hardware to be installed on buses. The intent is for the implementation of a 'flash pass' / 'visual verification' ticketing solution. Therefore City envisions that no validators would be required.	
Question7: Answer7:	How many concurrent, back end users would the City expect to be logged in at one time? (How many Parking Services employees would be logged in at the same time?) Approximately 12 users.	
Question8: Answer8:	How many enforcement devices are used at one time? There may be a minimum of 10 at one time when considering use by staff in the Mobility Department and the Police Department.	
Question9:	Page 14, iii Pay by phone (IVR); Does the City currently use an IVR system that can be integrated with for this project? Is IVR on absolute requirement?	
Answer9:	this project? Is IVR an absolute requirement? Yes, IVR is a requirement associated with equitable use of the system. If there is an alternative that would reach the same objectives and/or provide similar access for those that do not have or prefer not to use a smartphone due to lack of familiarity with the devices, the City would be willing to consider it. The City does not have an IVR.	
Question10: Answer10:	Page 15, b) Account Management; Is IVR required or preferred for purposes of this project? IVR is a requirement associated with equitable use of the system. If there is an alternative that would reach the same objectives and/or provide similar access for those that do not have or prefer not to use a smartphone due to lack of familiarity with the devices, the City would be willing to consider it.	
Question11:	Page 17, b) System availability; is IVR required? Will the City provide front line customer service representatives to handle calls/complaints with their citizens/customers?	
Answer11:	Yes, IVR is a requirement associated with equitable use of the system. If there is a similar alternative that would reach the same objectives/provide same access for those that do not have or prefer not to	

use a smartphone due to lack of familiarity with the devices, the City would be willing to consider it. The City has front line customer service representatives to handle calls and complaints.

- Question12: Page 17, 5 Customer Service; Will the City provide front line customer service representatives to handle calls/complaints with their citizens/customers?
- Answer12: Yes, the City has front line customer service representatives to handle calls and complaints.
- Question13: Please explain the details of the pilot program that is referenced in the RFP.
- Answer13: The City implemented a pilot program for virtual/mobile pay for parking; our current contract for services is with Passport Parking and it includes short-term and long-term parking options, covering on-street and off-street parking lots. The contract for parking services expires on August 3, 2019.
- Question14: Please explain "second level cash count and recount review" in Sales and Cashiering requirements on pg. 19.
- Answer14: The payment/cashiering system should provide check and balances or separation of duty capabilities. One individual cannot perform each function of the start to finish transaction. The cashiering system should include reporting and reconciliations at the cashier level (shift start/end) and higher (e.g. supervisor, audit) for overall count, verification and reconciliation.

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 2 by his or her signature below, **and a copy of this Addendum to be returned with proposal**.

CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 2 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER:	T2 Systems, Inc.	
BY:	Joe Weiler 7BC8DADB5C874BF	Joe Weiler
DATE:	1/28/19	

PROPOSAL RESPONSE FORM – SIGNATURE PAGE (submit this form with your proposal)

TO:	City of Gainesville, Florida 200 East University Avenue Gainesville, Florida 32601
PROJECT:	Integrated Parking Management & Mobile Ticketing Solution
RFP#:	DOMX-190023-DS
RFP DUE DATE:	January 30, 2019 @ 3:00 p.m. (local time)
Proposer's Legal Name:	Γ2 Systems, Inc
Proposer's Alias/DBA:	
Proposer's Address:	3900 Keystone Crossing, Suite 700
<u> </u>	ndianapolis, IN 46240
PROPOSER'S REPRESENT	CATIVE (to be contacted for additional information on this proposal):
Name: Lynn Braddoc	k Telephone Number: <u>630.200.1116</u>
Date:	Fax Number: 317.524.5500
ADDENDA	Email Address: Lbraddock@t2systems.com

The Proposer hereby acknowledges receipt of Addenda No.'s <u>1</u>, <u>2</u>, to these Specifications.

TAXES

The Proposer agrees that any applicable Federal, State and Local sales and use taxes, which are to be paid by City of Gainesville, are included in the stated bid prices. Since often the City of Gainesville is exempt from taxes for equipment, materials and services, it is the responsibility of the Contractor to determine whether sales taxes are applicable. The Contractor is liable for any applicable taxes which are not included in the stated bid prices.

LOCAL PREFERENCE (check one)

Local Preference requested: YES X<u>NO</u>

A copy of your Business tax receipt and Zoning Compliance Permit should be submitted with your bid if a local preference is requested.

QUALIFIED LOCAL SMALL AND/OR DISABLED VETERAN BUSINESS STATUS (check one)

Is your business qualified as a Local Small Business in accordance with the City of Gainesville Small Business Procurement Program? (Refer to Definitions)

Is your business qualified as a Local Service-Disabled Veteran Business in accordance with the City of Gainesville Small and Service-Disabled Veteran Business Procurement Program? (Refer to Definitions)

SERVICE-DISABLED VETERANS' BUSINESS (check one)

Is your business certified as a service-disabled veterans' business?

LIVING WAGE COMPLIANCE

See Living Wage Decision Tree (Exhibit C hereto)

Check One:

ATTEST:

Signature

By:

Title:

DocuSigned by:

Laren Hartley

Karen Hartley

Sales Administrator

x Living Wage Ordinance does not apply

(check all that apply)

Not a covered service X

Contract does not exceed \$100,000

Not a for-profit individual, business entity, corporation, partnership, limited liability company, joint venture, or similar business, who or which employees 50 or more persons, but not including employees of any subsidiaries, affiliates or parent businesses.

Located within the City of Gainesville enterprise zone.

Living Wage Ordinance applies and the completed Certification of Compliance with Living Wage is included with this bid.

If Contractor has stated Living Wage Ordinance does not apply and it is later determined Living Wage Ordinance does apply, NOTE: Contractor will be required to comply with the provision of the City of Gainesville's living wage requirements, as applicable, without any adjustment to the bid price.

SIGNATURE ACKNOWLEDGES THAT: (check one)

- Proposal is in full compliance with the Specifications.
- Х Proposal is in full compliance with specifications except as specifically stated and attached hereto.

Signature also acknowledges that Proposer has read the current City of Gainesville Debarment/Suspension/Termination Procedures and agrees that the provisions thereof shall apply to this RFP.

(CORPORATE SEAL)

PROPOSER:

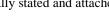
DocuSigned by: The Weiler

7BC8DADB5C874B Signature

Joe Weiler By:

VP, Sales Operations Title:





#180776F

Living Wage Impact Survey

The Gainesville City Commission has asked City staff to investigate the possibility of implementing a program that would ensure that all businesses providing services to the City are paying their employees who are working on City Projects a Living Wage*. While the City currently has a limited Living Wage program in place, the City Commission's intention is to expand the program to cover all forms of services, regardless of the dollar amount involved.

Before an expanded Living Wage Program can be considered, the City needs to assess the financial impact that such an expansion would have to the City's bottom line.

The following survey questions will help the City Commission understand the difference between what these services currently cost and what the cost of these services would be if the business the City is engaging paid each of their employees a Living Wage. We are seeking your help in gathering this information.

Please complete and submit the survey below with your quote or bid documents.

This is an information gathering exercise only, the information will be culled together to provide an overall picture of the impact to the city - no company will be singled out or identified in the data.

If you have any questions about this project, please contact: City of Gainesville Procurement Division, 352 334 5021

The answers to these questions will in no way impact your company's ability to do business with the City of Gainesville.

1. What type of services does your company provide? Parking Systems, Equipment, Services and Technology

2. What is the <u>total</u> price of your current bid? <u>\$173,866.44</u>

3. What is the total price of your bid if your company paid its employees the Living Wage as defined above? <u>\$_____173,866.44</u>

Check this box if there is no impact to your quote or bid as a result of this request.

* As of March 1, 2018: \$12.0673/hr. with Health Insurance Coverage provided; \$13.3173/hr. if Health Insurance is not provided

Thank you for your participation!

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

T2 Systems, Inc	does:
(Name of Business)	

- 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for the drug abuse violations.
- 3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

DocuSigned by:					
Joe	Weiler				

Bidder's Signature Joe Weiler

1/28/19	

Date

FINANCIAL REPORTS

Basic Voucher

This report generates a voucher for a receipt and provides a customer and office copy. There is only one parameter to specify: receipt ID.

Note: This report generates a standard layout that can also be customized.

Sample Report

Print Date: Pay to the order of: Account #:	Parking Services 7835 Woodland Drive Suite 250 Indianapolis, IN 46280 01/10/2007
Voucher Amount:	
Transaction #. Transation Date:	
Authorized Signature:	Customer Copy

Cash Drawer Session Tax - Detail by GL Account

Similar to Cash Drawer Sessions by GL Account, this report lists receipts by drawer, each tax, and GL account. Only receipts with tax amount are listed.

Parameters

Step 1 Step	2
Set Report Parameters.	
Start date/time for drawer closing End date/time for drawer closing	
[Cancel]	[Previous] [Finish]

Sample Report

	C	ash Drawer S	Session - Tax Deta	ail	
	Closing	dates: 1/	1/2007 through	6/30/2007	
ash Drawer: Drav	ver 3				
Closed: 6/12	2007 1:31:14	PM			
Tax 1					
Sample	e GL Account				
	Receipt		imestamp		Amoun
	2359		9:47:27AM		3.23
	2360		9:47:44AM		52.19
	2361	1/5/2006	9:49:10AM		3.23
	Total for Sa	mple GL Acc	ount:		58.65
Total fo	or Tax 1:				58.65
Drawer recei	ots: 51	_			58.65
irand Total - All Draw	ers:	_			58.65

Cash Drawer Reconciliation Report - Cash Drawer UID

This report lists all register payment transactions by payment method. Total amount tendered, change back, total receipts, open balance, short/over amounts and closing balance appear at the bottom of the report. The opening and closing date of the session ID (register tape) is also displayed. You must know the Cash Drawer Session ID in order to run this report.

Note: Both cash and non-cash transactions will need to be considered against balances. It may be easiest to create separate cash drawers to use with non-cash transactions.

Best practice tip: Run a Cash Drawer Reconciliation Report for your web drawer each day and check it against the reconciliation report from the credit card vendor that receives those payments online.

Parameter

Cash drawer session ID -- You can find the Cash Drawer Session ID on any receipt from that session. You can locate receipts using the Finder tool in T2 Flex.

Sample Report

Cash Drawer Reconciliation Report - Session UID 1/16/2007 Register Receipt Payments for Cash Drawer Session #2001 Drawer 1 as of 01/16/2007 at 12:23 PM

Date & Time	Cashier	Pay Code	Rec #	Reference	Amount Tendered	Change Back	Total Amount
1/14/2005 10:02:12AM	FLXAdmin	CA	2004		\$15.00		\$15.00
1/14/2005 10:11:11AM	FLXAdmin	CA	2006		\$20.00		\$20.00
				Total for 2 Cash	\$35.00		\$35.00
1/14/2005 10:03:46AM	FLXAdmin	сн	2005		\$100.00		\$100.00
1/31/2005 4:25:15PM	FLXAdmin	СН	2013		\$72.50		\$72.50
				Total for 2 Check	\$172.50		\$172.50

Cash Drawer Session - Closing Report

This report lists the cash drawer session total after the session has been closed. The cash drawer session must be closed for this report to work.

Parameters

Cash Drawer Closing Start Date	
Cash Drawer Closing End Date	

Sample Report

1/9/2007

Cash Drawer Closing Report Closed Between 1/1/2001 and 1/1/2007

Cash Drawer Session ID: Drawer Name:			
Opened by:			
Opened on: Opening Balance:	10/26/2005 0.00	9:24:57AM	
Closed by:	FLEXADMIN		
Closed on:	10/26/2005	9:34:29AM	
Actual Ba	alance at Clos	se:	0.00
Expected Ba	alance at Clos	se:	0.00
	Differenc	e:	0.00

Closing Notes:			

Cash Drawer Session Details by Item Type - Session UID

This report lists all receipt items in a cash drawer session. The report is grouped by transaction type. Data is sorted in ascending order by receipt date and time. The amount subtotals and count is listed for each transaction type. A grand total is also printed.

Parameter

Cash drawer session ID -- You can find the Cash Drawer Session ID on any receipt from that session. You can locate receipts using the Finder tool in T2 Flex.

Sample Report

1/9/20 Cash Drawer Session Details By Item Type - Session UID Detailed report for register tapes on cash drawer session 2001					
Date	Time	Receipt	Item Description		Amount
Item Type: Citation	n				
JAN 14 2005	10:02 AM	2004	Citation(MV001) Expired Meter		\$15.00
Record Count = 1				Sub-total =	\$15.00
Item Type: Miscella	aneous				
JAN 14 2005	10:03 AM	2005			\$-100.00
JAN 14 2005	10:11 AM	2006	05T300 - 05T350 : 05T		\$20.00
JAN 31 2005	03:52 PM	2012	Bus Tickets		\$3.75
JAN 31 2005	04:25 PM	2013	05VS100 - 05VS399 : 05VS		\$72.50
Record Count = 3				Sub-total =	\$(3.75)

Cash Drawer Session Receipts List

This report lists all receipts grouped by cash drawer session. Data is sorted by receipt date.

Parameter

Cash drawer session ID -- You can find the Cash Drawer Session ID on any receipt from that session. You can locate receipts using the Finder tool in T2 Flex.

Sample Report

1/11/2007 Cash Drawer Session Receipts								
Cash Drawer	Session	2001						
Receipt	Date Paid		Method	Amount	Tax 1	Tax 2	Tax 3	Receipt Total
2001	1/13/2005	5:04:34PM	External Payment	725.00	0.00	0.00	0.00	725.00
2007	1/14/2005	1:26:50PM	Third Party	1,171.00	0.00	0.00	0.00	1,171.00
2008	1/14/2005	3:34:01PM	MasterCard	391.00	0.00	0.00	0.00	391.00
2002	1/14/2005	9:54:45AM	Third Party	64.00	0.00	0.00	0.00	64.00
2003	1/14/2005	9:58:29AM	Third Party	120.00	0.00	0.00	0.00	120.00
2004	1/14/2005	10:02:12AM	Cash	15.00	0.00	0.00	0.00	15.00
2005	1/14/2005	10:03:46AM	Check	100.00	0.00	0.00	0.00	100.00

Cash Drawer Session Tax - Detail

This report list all transactions grouped by cash drawer session. The tax amounts for each transaction displays and their tax group subtotals and grand totals display. Data is sorted by Receipt date.

Parameters

Start date for drawer closing	01/01/05
End date for drawer closing	12/31/06

Sample Report

1/11/2007

		Closing dates:	1/1/2005 through	12/31/200	
Cash Drawer: Closed:	Drawer 1 8/28/2006 4:13:53	DM			
Closed.					
	Receipt	Receipt Timestamp	<u>Tax 1 Ar</u>	mount Tax 2 Amount	Tax 3 Amount
	2025	12/29/2005 1:45:23PM		0.00 0.00	0.00
	2026	12/29/2005 1:54:55PM		0.00 0.00	0.00
	2023	12/29/2005 8:49:09AM		0.00 0.00	0.00
	2015	10/26/2005 11:36:25AM		0.00 0.00	0.00
	2014	10/26/2005 9:37:37AM		0.00 0.00	0.00
	2024	12/29/2005 10:51:15AM		0.00 0.00	0.00

Cash Drawer Session - Tax Detail

Cash Drawer Session Transactions by GL Account - Detail

This report lists the cash drawer session ID and the transactions associated with a GL account number. The list is sorted by cash drawer session ID and GL Account number

Parameters

Enter the starting session ID for this report

Enter the ending session ID for this report

2000	
5000	

	Cash Drawer Session - Trans Detailed Ro	-	int		
	Session IDs 2000 t	nrough 5000			
Session: 2000					
GL Account: Boot/Tows					
	Receipt Number 2000	Amount S10.00	Tax 1 Yes	Tax 2 No	Tax 3 No
Boot/Tows Totals	1	\$10.00			
2000 Totals	1	\$10.00			
Session: 2001					
GL Account: Citations					
	Receipt Number 2004	Amount \$15.00	Tax 1 No	Tax 2 No	Tax 3 No
Citations Totals	2	\$15.00			

Cash Drawer Session Transactions by GL Account - Summary

This report lists General Ledger account summaries per cash drawer session ID. The list is sorted by cash drawer session ID and GL Account number.

Parameters

Enter the starting session ID for this report	2000
Enter the ending session ID for this report	5000

1/11/2007	Cash Drawer Session - Transactions by GL Account Summary Report				
	Session ID Start: End:	2000 5000			
Consider 2020	GL Account	Amount			
Session 2000	Boot/Tows	10.00			

Cash Drawer Session Summary Listing

This report lists a summary of each cash drawer session ID. The list is sorted by the cash drawer session ID number.

Parameters

- Start date
- End date

Sample Report

1/11/2007		Cash Drawer Sess	ions - Summary Listing			
			005 10:10:00AM //2006 10:10:00AM			
Session	Drawer	Opened	Closed	Expected Balance	Actual Balance	Over (Under)
2000	Drawer 1	1/5/2005 5:54:53PM	1/13/2005 2:59:08PM	121.37	121.37	0.00
2001 2002	Drawer 1 Drawer 1	1/13/2005 4:59:18PM 10/26/2005 9:24:57AM	10/25/2005 3:54:09PM 10/26/2005 9:34:29AM	6,266.25 0.00	6,266.35 0.00	0.10
2002	Drawer 1	10/26/2005 9:34:47AM		148.00	148.00	0.00
2004	Drawer 1	10/26/2005 11:29:05AM		1,948.25	1,948.25	0.00
2005	Drawer 2	5/19/2006 11:05:34AM	5/22/2006 10:37:50AM	325.00	325.00	0.00

Cash Drawer Sessions Open

This report lists all open cash drawer sessions.

Parameters

None.

		Open Cash Drawer Sessions - D	etailed Listing		1/9/2007
	Drawer Name Drawer 1	Drawer Open Date/Time 11/28/2006 12:46:32PM	Opened By New_User	Current User	
Sessions listed:	1				

Citation Payments

This report lists all citation payments for a date range. Data is sorted by citation number and totals are listed in the report footer.

Parameters

- Start date
- End date

Sample Report

01/11/2007			ansactions - Citation 01/01/2005 through 12			
Citation #	Vehicle	Issued	Citation Status		Total Cost	Amount Due
MV001	NY-SRC353-PC	01/02/2005	Zero Balance		\$15.00	\$0.00
Payment D: 01/14/2005 01/14/2005	Payment	 Citation (MV001) Escalation - Citation 	on (MV001) 'otal =	Payment Amount \$10.00 \$5.00 \$15.00		
MV002V	CT-UYE564-TK	01/02/2005	Inactive		\$5.00	\$0.00
Payment D: 12/29/2005		- Citation (MV002)	'otal =	Payment Amount \$5.00 \$5.00		
MV003	PA-THE565-PC	01/02/2005	Unpaid		\$20.00	\$20.00
MV004	NY-CWX407-PC	01/05/2005	Unpaid		\$40.00	\$40.00

Credit Card Detail Transaction

This report displays a list of credit card transactions performed via the Selection Basket within a given date range. (A <u>Credit Card Summary Transaction report</u> is also available in the Financial category. See also the Credit Card Reversal/Refund report in the <u>Credit Card Transactions</u> report category.)

St	ep 1 Step 2	
Set Report Parameters.		
Credit Card Transaction Start Date/Time Credit Card Transaction End Date/Time	[1: 00 AM 1: 00 AM
Cancel		Previous Finish

	Credit Card Detail Transaction Report 10/4/2010 12:12:28					/2010 12:12:28PM
		9/26/1	0 1:00 am throug	gh 10/2/10 1:00 am		
Cash Drawer	Session: 25	68				
Clerk: De	ь					
Receipt	Туре	Payment Method	Card	Transaction Date	Confirmation #	Amoun
8962	Charge	Diners Club	XXXX-0016	9/27/2010 2:23:58PM	094052	\$20.00
Cash Drawer Session: 2594						
Clerk: De	bHealy					
Receipt	Туре	Payment Method	Card	Transaction Date	Confirmation #	Amoun
8941	Charge	MasterCard	XXXX-5454	9/27/2010 1:27:49PM	192213	\$16.35
8942	Charge	MasterCard	XXXX-5454	9/27/2010 1:45:43PM	192540	\$7.00
	Charge	MasterCard	XXXX-5454	9/27/2010 1:53:05PM	192686	\$8.00
8943	en Be					

Credit Card Summary Transaction

This report displays credit card transactions performed via the Selection Basket in amounts per card type rolled up by day for each clerk in each cash drawer session.

St	ep 1 Step 2
Set Report Parameters.	
Credit Card Transaction Start Date/Time Credit Card Transaction End Date/Time	I: ✓ 00 ✓ AM ✓ I: ✓ 00 ✓ AM ✓
Cancel	1: V 00 V AM V

	Cree	dit Card Summary Transaction Re	port 10/4/2010 12:15:34PM
	9/26/2010	1:00:00AM through 10/2/2010	1:00:00AM
ash Drawer Session: 2	568		
Clerk: Deb			
Transaction Date	Payment Method		Amount
09/27/2010	Diners Club		\$20.00
			Sub-Total (Session - 2568):\$20.00
Cash Drawer Session: 2	594		
Clerk: DebHealy			
Transaction Date	Payment Method		Amount
09/27/2010	American Express		\$-28.00
09/27/2010	MasterCard		\$48.35
09/27/2010	Visa		\$32.00
09/29/2010	MasterCard		\$11.00
09/30/2010	American Express		\$173.00
09/30/2010	MasterCard		\$29.00
09/30/2010	Visa		\$35.00
10/01/2010	MasterCard		\$60.00
			Sub-Total (Session - 2594):\$360.35
			Grand Total: \$3\$0.35

Miscellaneous Adjustment

Displays all miscellaneous adjustment transactions that occurred during cash drawer sessions that were closed between the specified date range. You can generate this report either for a specific cash drawer (by UID) or for all cash drawers. The report groups transactions by cash drawer then by GL account for each drawer.

Note: You must have the <u>Execute and View Financial (Protected)</u> user privilege for reports in order to run this report.

Step 1 Step 2	
Set Report Parameters.	
Cash Drawer Close Out Start Date	
Cash Drawer Close Out End Date	
Enter 'All' or a specific CashDrawer Uid	
Cancel	Previous Finish

			Mi	iscellaneous Adjı	ustment Re	port			11/22/2010 1:40:45P/
				All Cash D	rawers				
			Clo	sed from 7/1/20	10 to 11/1	/2010			
Cash Drawer	GL Account	Clerk	Misc. Adjustment	Amount	Receipt	Date Paid	Reference	Supervisor	Override Comments
Cash Drawer 1	0								
Ad	just drawer ove	rages							
		FLEXADMIN	Balance Overages	(10.00)	2177	08/26/2010			
		FLEXADMIN	Balance Overages	(2.00)	2179	08/26/2010			
		FLEXADMIN	Balance Overages	(10.00)	2180	08/26/2010			
		FLEXADMIN	Balance Overages	(10.00)	2183	08/26/2010			
				(32.00)					
Ad	just Drawer Sho	ortages		(32.00)					
		FLEXADMIN	Balance Shortage	50.00	2182	08/26/2010			
			-	50.00					

Overdue Financial Transactions

This report lists all transactions that are overdue. The data is grouped by transaction type. Data is sorted in ascending order by due date.

Parameters

Enter a starting Enter an ending

due date	01/01/06
due date	12/31/06

Sample Report

01/11/2007

Financial Transactions - Overdue For due dates beginning 01/01/2006 to 12/31/2006

Boot/Tows

Boot/Tows UID 2001				
Item Description	Due Date	Orig. Amt.	Payments	Overdue Amt.
Boot (8/2/2006)	08/02/2006	\$50.00	\$0.00	\$50.00
	Total Overdue =			\$50.00
	Total amount overdue for Boot/Town			\$50.00

Total amount overdue for Boot/Tows =

\$50.00

Payments Received by Month, Summary

This report lists all payments received over a given period of time by month.

Parameters

- Start date
- End date

Sample Report

01/09/2007	Payments Received by Month, Summary For payment dates beginning 01/01/2001 through 01/01/2007				
January 2005					
Category		Amount			
Citations		\$15.00			
Misc. Sales Items		\$106.25			
Permits		\$6,055.00			
	Total for January 2005	\$6,176.25			
October 2005	,				
Category		Amount			
Permits		\$1,476.00			
	Total for October 2005	\$1,476.00			
December 2005					

Receipts per Cash Drawer Session by Date

This report lists the receipts associated with a cash drawer session for a particular date range.

Parameters

Enter the session starting date	
Enter the session ending date	

		Cash Dr.	awer Session	Receipts			1/9/20
		Sessions from:	1/1/2001 th	ough 1/1/2007			
Cash Drawer Ses	ision 2000						
Closed:	1/13/2005 2:59:08PM						
Receipt	Date Paid	Method	Amount	Tax 1	Tax 2	Tax 3	Receipt Total
2000	1/5/2005 5:55:02PM	Cash	10.00	0.26	0.00	0.00	10.26
1		Total:	10.00	0.26	0.00	0.00	10.26
Cash Drawer Ses Closed:	ision 2001 10/25/2005 3:54:09PM						
Receipt	Date Paid	Method	Amount	Tax 1	Tax 2	Tax 3	Receipt Total
2001 2002	1/13/2005 5:04:34PM 1/14/2005 9:54:45AM	External Payment Pl Third Party	725.00 64.00	0.00	0.00	0.00	725.00 64.00

Receipts per Cash Drawer Session by Payment

This reports lists the cash drawer session and subtotals by payment method.

Parameters

Enter the session starting date	
Enter the session ending date	

Sample Report

	Cash Drawer Sess Session Date	sion Receipts by l es 1/1/2001 throug	-	thod		1/9/2007
Cash Drawer Session Closed: 1/13/05	2000 2:59 pm					
Closed. 1713703	2.57 pm					
	Method	Amount	Tax 1	Tax 2	Tax 3	Receipt
	Cash	10.00	0.26	0.00	0.00	10.26
	Total:	10.00	0.26	0.00	0.00	10.26
Cash Drawer Session	2001					
Closed: 10/25/05	3:54 pm					
	Method	Amount	Tax 1	Tax 2	Tax 3	Receipt
	Cash	35.00	0.00	0.00	0.00	35.00
	Check	172.50	0.00	0.00	0.00	172.50
	Discover	1105.75	0.00	0.00	0.00	1105.75

Recurring Credit Cards by Card Type

This report lists all of the active credit card profiles (i.e. profiles that are linked to active permits), organized by the card type (e.g. American Express, Visa, etc.). This lets you see at a glance every card that's currently being billed on a recurring basis. No parameters are needed for this report.

For the purpose of this report, the expiration date is always the first of the month. Also recall that a single credit card profile can be linked to multiple renewable permits — a corporate card scenario for instance — so the account holder is not necessarily the same person as the parker.

Parameters

None.

Recurring Credit Cards By Card Type						
Card Number	Exp. Date	Account Holder	Parker	Permission Number	Billing Amount	Next Payment Due Date
American Express						
***************************************	Jan-2011	Leslie Hutchinson	Leslie Hutchinson	RC503	\$30.00	10/10/2010
*************8431	Jan-2011	Robin Ray	Robin Ray	RC013	\$30.00	11/22/2010
***************************************	Jan-2011	Rose Joseph	Rose Joseph	JP063	\$30.00	09/29/2010
Diners Club						
0016	Jan-2011	Nita Carr	Nita Carr	JP068	\$30.00	11/06/2010
***********0016	Jan-2011	Susan Bauer-Wu	Susan Bauer-Wu	RC004	\$30.00	10/15/2010
Discover						
*****************00000	Jan-2011	Tiffany Kady	Tiffany Kady	RC001	\$30.00	12/14/2010
MasterCard						
********5454	Jan-2011	Lindreth Dubois	Lindreth Dubois	RC005	\$30.00	10/15/2010
********5454	Jan-2011	Poul Olson	Poul Olson	RC006	\$30.00	10/15/2010

Rejected or Failed Recurring Credit Card Transaction Authorizations

This report lists recurring credit card transactions that have failed for any reason. On this report, Transaction Amount represents the amount that would have been charged but was not.

Parameters

- Authorization start date
- Authorization end date

Rejected or Failed Credit Card Transaction Authorizations From			10/7/2010
	10/4/2010 - 10	/5/2010	
Payment Method	Card Number	Transaction Date	Transaction Amount
American Express	***************************************	10/4/2010 1:35:35PM	\$30.00
Viisa	1881	10/4/2010 2:24:16PM	\$30.00
MasterCard	5454	10/5/2010 2:04:08PM	\$30.00
on(s)	3		
ue: \$9	0.00		
	Payment Method American Express Visa MasterCard	Payment Method Card Number American Express ************************************	Payment Method Card Number Transaction Date American Express ************************************

Sales by Clerk - Detail

This report lists all receipts by clerk over a date range. The report is grouped by the cashier.

Parameters

Enter a starting paid date	
Enter an ending paid date	

Sample Report

1/11/2007	Fo	Sales by Clerk Detail Report or dates paid beginning 01/01/2005 through 12/3	1/2006	
Clerk	Payment Type	Item(s)	Trans. Date	Amount
FLEXADMIN	Cash	test	5-Jan-05	\$10.26
FLEXADMIN	Cash	Citation(MV001) Expired Meter Citation(MV001) Expired Meter	14-Jan-05	\$15.00
FLEXADMIN	Cash	05T300 - 05T350 : 05T	14-Jan-05	\$20.00
FLEXADMIN	Cash	Permit (05S003)	26-Oct-05	\$76.00

Sales by Clerk - Summary

This report lists the total sales per cashier.

Parameters

Enter a starting sale date	
Enter an ending sale dale	

1/11/2007	Sales by Clerk Summary Report Beginning from sale date 01/01/2005 through 12/31/2006	
Clerk	Sales	
New_User	\$12,663.00	_
FLEXADMIN	\$8,372.76	
Total Sales:	\$21,035.76	

MISCELLANEOUS REPORTS

Activity History over Date Range - Activity Type

This report lists all activity history for a specific activity type for all objects and users. For example, all history for the activity type of "voiding citations." Data is sorted in descending order by Date.

Parameters

Start Date	01/01/05		
End Date	12/31/06		
Select Activity Types	Alarm Acknowledgementn Inse Alarm Insert Alarm Notification Insert Alarm Notification Method Inse Alarm Notification MethodRem Alarm Notification Remove Appeal Adjust Fee	•	Address Delete Address Edit Address Insert Address Prioritize

Sample Report

1/11/2007		Activity his For period beginning	lory for activity type 01/01/2005 thru 12/31/2006
Address Edit			
Activity Date 01/14/2005 01/14/2005 01/14/2005 01/31/2005 10/26/2005	<u>User</u> FLXAdmin FLXAdmin FLXAdmin FLXAdmin FLXAdmin	Address Edit Address Edit Address Edit Address Edit Address Edit Address Edit	Activity Description Primary Street: New='4924 E Posh Drive', Previous='49, Primary Street: New='4924 E POSH DRIVE', Previous='. City: New='BEVERLY HILLS', Previous='Beverty Hills' City: New='BOSTON', Previous='BOSTUON' Primary Street: New='214 N BROADWAY, APT 214', Pri
Address Inser	rt		
Activity Date 01/13/2005	<u>User</u> FLXAdmin	Address Insert	Activity Description COR_ADDRESS Inserted

Activity History over Date Range - User Accounts

This report lists all activity history for a user. Data is sorted in descending order by date.

- Start date
- End date

1/11/2007	Activity history for user account For period beginning 01/01/2005 thru 12/31/2006		
FLXAdmin			
Activity Date User 01/05/2005 FLXAdmin 01/05/2005 FLXAdmin	Activity Type User Login Drawer Open	Activity Description Logged in from web application. IP: 192.168.0.159 Login: Cash Drawer Session 2000	
01/05/2005 FLXAdmin 01/05/2005 FLXAdmin 01/05/2005 FLXAdmin	User Waive Fee Note Insert Note Add Attachment	Fee Waived: test NOTE Inserted Attachment Added: defaultreceipt.pdf	

View Scheduler Task Log

This report lists all activity with a task run on a particular date. Because you have to list the exact date and time, it may be easier to view the task log instead.

Parameters

Please enter the ID of the Task	
Please enter the start date of the task run	

Note: You can find the Task ID from the individual task record under <u>Task</u> <u>Configuration</u>.

Sample Report

Sample report is not available. The log time, log text and entry type displays.

NON-INVENTORIED PERMIT REPORTS

One or more of these reports must be in the system in order to create printable permits and printable value permits. (See the Glossary for more information about printable permits.)

Basic Non-Inventoried

This report is used as a template to print a very basic permit. This report generates a standard layout that will likely need to be customized.

There is only one parameter to specify: permit ID, which can be found on the Permits Manager.

Sample Report

Non-Inventoried Permit		
Permit Number: Effective Date:	07G0001 1/1/2007 12:00:00AM	
Expiration Date:	12/31/2007 11:59:59PM	
Description:		

Printed Permit Layout - Full Sheet

This report prints a basic full-sheet permit. This report generates a standard layout that will likely need to be customized.

There is only one parameter to specify: permit number.

/29/2011	Permit Number:
Control Group:	i citili turinor.
Effective: Expiration:	
License:	
Space Type: Stall ID:	Primary ID: Permission ID:
Effective:	Expires:

Printed Permit Layout - Half Sheet

This report prints a very basic half-sheet permit. This report generates a standard layout that will likely need to be customized.

There is only one parameter to specify: permit UID.

Sample Report

		Permit Number: 07G0001		
Control Group:	07G - ANNUAL			
Effective Date:	1/1/07			
Expiration Date:	12/31/07			
License:	WI-NLW418-NA			
Space Type:		Primary ID#:	378662705	
Stall ID#		Permit ID:	2000	
Effective: 1/1/07	7		Expires: 12/31/07	

NON-TRACKED PERMIT REPORTS

Basic Non-Tracked

This report is a template that can be used to print a non-tracked permit.

Parameters

Permission ID	
Start Date	
End Date	
Description	

Sample Report

This report generates a standard layout that will likely need to be customized.

PROPERTY REPORTS

Property Permit Counts

This report is used to visualize how many active permits are in use at each property.

Parameters

None.

Sample Report

3/2/2007	Property Permit Counts						
Property ID	Property Name	Street Number	Street Name	Property Type	District	<u>Active</u>	<u>Max</u>
2000	Heartland Apts.	1355	Medley Ave.	Res. Apt. Building	Echo Place	55	60
2003	West Mall	7744	Longforth Blvd.	Com. Mall	Shopping	168	200

Suspected Duplicate Properties

This report will list all suspected duplicate properties. Criteria for duplicates are first 5 letters of Property Name match, Street Number match, City match, and Facility match. Data is grouped by sets of suspected duplicates, using the first 5 letters of the Property Name to determine the group.

Parameters

None.

6/4/2007	6/4/2007 Suspected Duplicate Properties Matches first 5 characters of Property Name with matches to Street Number and City							
Property ID	Property Name	Street #	Street Name	<u>Suite</u>	City	Property Type	Permit District	
2005	500 E 74TH AVE	500	E 74TH AVE		NEW YORK, NY	Unknown	Undefined	
2004	500 E 74TH ST	500	E 74TH ST		NEW YORK, NY	Unknown	Undefined	
2006	900 ARDEN LN	900	ARDEN LN		INDIANAPOLIS, IN	Unknown	Undefined	
2003	900 ARDEN ST	900	ARDEN ST		INDIANAPOLIS, IN	Unknown	Undefined	

User Role Management Report

For each user account, this report lists all associated roles and indicates if the user also has directly assigned privileges. This report has no parameters to select.

Parameters

None.

		User Role Management Report	6/2/2011
<u>User Account Uid</u> 2006 Roles	<u>User Name</u> BKrisciunas	<u>User Nickname</u> BethK	Has Privileges Directly Assigned to User Yes
<u>User Account Uid</u> 2029 Roles	<u>User Name</u> Cashier	<u>User Nickname</u> cash1	<u>Has Privileges Directly Assigned to User</u> Yes
<u>User Account Uid</u> 2030 Roles	<u>User Name</u> Controller	<u>User Nickname</u> control	Has Privileges Directly Assigned to User Yes
<u>User Account Uid</u> 2037 Roles CSR	<u>User Name</u> LJS	<u>User Nickname</u> LJS	<u>Has Privileges Directly Assigned to User</u> No

VEHICLE REPORTS

Suspected Duplicate Vehicles

This report lists all suspected duplicate vehicles. The criteria to determine suspected duplicate vehicles will be matching the vehicle license plate. Data is sorted in descending order by vehicle license state. Data is grouped by duplicate vehicles.

Parameters

None.

Sample Report

Duplicate Vehicle Search on License

<u>ID</u>	State	License	Type		Make	Model	Color	Style	Serie:	s Start &
656WRT	r	# of Potential	Dups:	2						
2004	WI	656WRT	PC		HYUN	ELA	RED	2D	0	9999
2013	WI	656WRT	ТК		HYUN	ELA	BRO	4D	0	9999
789EAV		# of Potential	Dups:	2						
2019	NY	789EAV	PC		ISUZ	IMP	PUR	4D	0	9999
2016	WI	789EAV	PC		HOND	DEL	WHI	2D	0	9999

Vehicle Notification List

This report lists all vehicles that have corresponding vehicle notifications. The report is grouped by Notification Type. Vehicles are sorted by vehicle license number within each notification type.

Parameters



01/11/2007 Vehicle Notification List Notification Date of 08/16/2006								
Notification Type: Vehicle Scofflar Type Description VEH Vehicle Scofflaw	VehicleUID License 2000 NY-SRC353-PC	<u>Reg</u> 2/06	Make-Model-Yr Audi-5000-05	<u>Start</u> 08/07/2006 08/28/2006				
Count of Notification Type: Vehicle Scofflaw 1 Total Count of All Notification Types 1								

WAITING LIST REPORTS

Waiting List Attempts by List

This report lists waiting lists requests, showing each customer in priority order (if applicable), plus the insertion date and attempt number. A count of the total number of customers displays at the bottom. The report is organized either by Permit Control Group or Facility.

Parameters

Enter a starting request date.	
Enter an ending request date	

1/11/2007	Waiting List Requests From 01/01/2005 to 12/31/2006					
Customer	Request Date	Attempt	Choice Order	Expiry Date		
2005 Employee Waiting List JONES, CELINE	10/26/2005 8:32:42AM	1	1			
Hay, Jackson	10/26/2005 8:32:25AM	1	1			
Marshall, Dave	10/26/2005 10:22:43AM	1	1			
2005 Prestige Waiting List Bing, Chandler	12/29/2005 1:48:57PM	1	1			

