



## SOFTWARE AS A SERVICE AGREEMENT

THIS SOFTWARE AS A SERVICE AGREEMENT (this “Agreement”) is made by and between the City of Columbia, Missouri, (“User”), and PARKLYNC, L.L.C., (“ParkLync”), a company with authority to transact business within the State of Missouri, and is entered into on the date of the last signatory below.

WHEREAS, ParkLync is engaged in the business of designing and developing computer related parking software applications, hardware integration systems, and related products and has created and developed software packages to be used as parking management tools (the “Services”).

WHEREAS, User and ParkLync desire to have ParkLync provide the Services at various parking locations managed by User;

WHEREAS, ParkLync and User believe it is in their mutual interest and desire to enter into an agreement whereby User would use ParkLync's services pursuant to the terms and conditions hereinafter provided.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree to the following:

1. **TERM:** The initial term of this Agreement shall commence on the Effective Date and shall end three (3) years later (the “Initial Term”). Upon expiration of the Initial Term, this Agreement shall be automatically renewed and extended for consecutive one-year terms (each a “Renewal Term,” and together with the Initial Term, the “Term”) unless either party shall notify the other in writing thirty (30) days prior to the end of the then current Renewal Term that it desires to terminate this Agreement at the end of the then current Term.
2. **ACCESS:** ParkLync hereby grants to User, for the term of this Agreement, a nonexclusive, limited, non-assignable, royalty free right to access and use the Services solely for User’s internal business operations and subject to the terms of the Agreement. Services for purposes of this Agreement includes a digital permit system. User may allow its users to use the services for this purpose and User is responsible for its users’ compliance with the Agreement. User acknowledge that ParkLync has no delivery obligations and will not ship copies of the ParkLync software as part of the services.

3. SINGLE LOCATION: No right or license is being conveyed to User to use the services at any undisclosed location(s). User is prohibited from making any copies, archival or otherwise, of the software.
4. SETUP FEES: On behalf of User, ParkLync shall configure the location for its Services, including the conversion from User's legacy service providers, and prepare the Services for customer use for an initial Setup Fee of as stated in Exhibit A attached hereto.
5. USER FEES: In consideration for the use of services granted hereunder and during the Term of the Agreement, User agrees to pay to ParkLync the Service Fee recited in Exhibit A attached hereto.
6. MISSOURI SUNSHINE LAW AND USER DISCLOSURE. User is subject to the provisions of the Missouri Revised Statutes Chapter 610, Government Bodies and Record (hereinafter, "Missouri Sunshine Law"). The Parties agree and understand that the Agreement shall be interpreted in accordance with the provisions of the Missouri Sunshine Law, as amended, and that User cannot, and does not, agree to keep anything confidential which is an open record under the Missouri Sunshine Law. User encourages ParkLync to keep and maintain any of its own records which it believes are not subject to public disclosure under the Missouri Sunshine Law. In the event disclosure of records by ParkLync to User is absolutely required in order to perform its obligations under this Agreement, and ParkLync reasonably believes in good faith that the written information is a closed record under the Missouri Sunshine Law, then ParkLync shall conspicuously mark such records as "CONFIDENTIAL". If User receives an open records request for such records, then User will notify ParkLync as soon as practical to provide ParkLync with an opportunity to protect such information from public disclosure.
7. REVERSE ENGINEERING: User shall take no steps in attempting to reverse engineer the software or services.
8. INFRINGEMENT: ParkLync further represents and warrants that it has no actual knowledge that the software or services infringes any valid rights of any third party.
9. WARRANTY: ParkLync warrants that the services it will perform in accordance with the specifications provided by ParkLync to User. **THE WARRANTY PROVIDED FOR HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, THAT MAY ARISE EITHER BY AGREEMENT BETWEEN THE PARTIES OR BY OPERATION OF LAW, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PARKLYNC DOES NOT GUARANTEE THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT PARKLYNC WILL CORRECT ALL SERVICES ERRORS. YOU ACKNOWLEDGE THAT**

**PARKLYNC DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATION FACILITIES, INCLUDING THE INTERNET., AND THAT THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATION FACILITIES. PARKLYNC IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.**

10. WARRANTY CLAIMS: In the event of a claim by User under this warranty, ParkLync shall have the option to either repair or replace the software and/or services. In the event that ParkLync fails to repair or replace the software and/or services within a reasonable period, User's sole recourse shall be to terminate the Agreement and ParkLync's sole obligation shall be to return any unearned User Fees paid by User. In no event shall ParkLync be liable for any incidental, consequential, or punitive damages as a result of its performance or breach of this Agreement.
  
11. SPECIAL DAMAGES: Notwithstanding the foregoing, **PARKLYNC IS NOT LIABLE TO USER FOR ANY DAMAGES, INCLUDING COMPENSATORY, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, CONNECTED WITH OR RESULTING FROM THIS SERVICE AGREEMENT OR USER'S USE OF THIS SOFTWARE.** User's jurisdiction may not allow such a limitation of damages, so this limitation may not apply.
  
12. INDEMNIFICATION: To the extent not prohibited by law, User agrees to defend and indemnify ParkLync and hold ParkLync harmless from all claims, losses, damages, complaints, or expenses connected with or resulting from User's business operations. ParkLync agrees to defend and indemnify User and hold User harmless from all claims, losses, damages, complaints, or expenses connected with or resulting from ParkLync's business operations.
  
13. TERMINATION: Both parties have the right to terminate this Agreement upon any material breach by the other party.
  
14. EXPIRATION:  

Upon the expiration or termination of this Agreement, ParkLync agrees to provide User, or their designee, with all data files related to User's use of the ParkLync software. ParkLync agrees to provide reasonable assistance and support to User, or their designee, in the transfer of data files.

Upon the expiration or termination of this Agreement, all rights granted to User under this Agreement shall forthwith terminate and immediately revert to ParkLync and User

shall discontinue all use of the Services. Upon expiration or termination of this Agreement, ParkLync may require that User transmit to ParkLync, at no cost, all proprietary material relating to the Services, provided, however, that User shall be permitted to retain a full copy of all material subject to the confidentiality provisions of this agreement.

15. PARTIES, SUCCESSORS AND ASSIGNS: This Agreement shall be binding and inure to the benefit of the parties hereto, their legal representatives and respective successors and assigns. In the event Syracuse Parking Services is sold, this agreement can be terminated by the new owners.
16. FORCE MAJEURE: If acts of God, including hurricanes and other natural disasters, acts of war, civil disturbance, or governmental action that materially affects the operation of ParkLync, including, without limitation, loss of electrical power and communication facilities, any other causes beyond the reasonable control of ParkLync, User from using the services for a period of forty-five (45) consecutive days (collectively, “Force Majeure”) shall, in User reasonable opinion, have a significant adverse effect upon operation of the Premises, then User shall be entitled to terminate this Agreement upon ten (10) days written notice to ParkLync.
17. INDEPENDENT CONTRACTOR: All personnel employed in connection with the operation of the services shall be employees of ParkLync subject to its sole supervision, and under no circumstances shall be considered employees of the User. ParkLync shall have exclusive right to hire and discharge its employees at its discretion. This Agreement shall in no way be considered to create a partnership or, joint venture between the parties hereto or other relationship of any kind other than that of ParkLync being an independent contractor furnishing and supplying services to the User.
18. ATTORNEY FEES: In the event that ParkLync or User shall bring any action or proceeding for damages for an alleged breach of any provision of this Agreement or to enforce, protect, or establish any right or remedy of either party, the prevailing party shall be entitled to recover as a part of such action or preceding, reasonable attorney’s fees and court costs.
19. MODIFICATION: No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it, unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.
20. CHOICE OF LAW: This Agreement shall be construed in accordance with laws of the State of Missouri, without regard to its conflicts of laws or principles. The venue for all

litigation arising out of, or relating to this Agreement, shall be in Boone County, Missouri and the Parties expressly waive any and all objections regarding jurisdiction, venue and/or forum non conveniens in such courts.

21. INTELLECTUAL PROPERTY: “Intellectual Property” means, all of worldwide proprietary rights in each and all of the following, whether or not patentable: ideas, inventions, concepts, developments, designs, applets, or other computer programs, applications, firmware or software, creations, other works of authorship, technology, prototypes, methods (whether technological, business or otherwise), processes, marks, symbols, slogans, emblems, business plans and strategies or other proprietary things or information. All Intellectual Property of ParkLync as of the date of this Agreement and all Intellectual Property owned, created, or discovered by ParkLync during the Term shall remain the sole and exclusive property of ParkLync. No Intellectual Property owned, created, or discovered by ParkLync during the Term shall be deemed a “work made for hire”. User shall not have a license or any other rights to the Intellectual Property of ParkLync.
22. COUNTERPARTS: This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. In order to expedite the action contemplated herein, telecopied or electronic signatures may be used in place of original signatures on this Agreement.
23. ENTIRE AGREEMENT: This Software as a Service Agreement is the entire and exclusive agreement between ParkLync and User regarding this service. This Agreement replaces and supersedes all prior negotiations, dealings, and agreements between ParkLync and User regarding these services.
24. SEVERABILITY: If any part of this Agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.
25. DATA OWNERSHIP: ParkLync covenants that any data from the User, its employees or customers or derived therefrom (hereinafter “City Data”) shall be stored in the United States of America. City Data shall not be transferred, moved, or stored to or at any location outside the United States of America. All such City Data and any information derived therefrom shall be confidential and proprietary information belonging to either the User or its customers or the users of the Software. ParkLync covenants that ParkLync, its subsidiaries or subcontractors shall not sell or give away any such City Data or information derived therefrom. ParkLync shall maintain the security of City Data and that of User’s customers and any user that is stored in or in any way connected with the software products and applications. If either Party believes or suspects that security has been breached or City Data compromised, whether it be from harmful code or otherwise, the Party shall notify the Other Party of the issue or possible security breach within forty-eight (48) hours. ParkLync shall include similar provisions in ParkLync’s agreements

with subcontractors and subsidiaries who perform work or services related to these Services and or the City's Data contained therein or in the cloud storage.

26. NO WAIVER OF IMMUNITIES. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or laws.
27. MISSOURI ANTI-DISCRIMINATION AGAINST ISRAEL ACT. Pursuant to Missouri Revised Statute Section 34.600, ParkLync certifies it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.
28. GENERAL NONDISCRIMINATION. Pursuant to Chapter 12 of the Code of Ordinances of the City of Columbia, ParkLync, and any subcontractor thereof, agrees to comply with all state, federal and local regulations regarding unlawful discrimination.
29. AMERICANS WITH DISABILITIES ACT. ParkLync shall comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices. If this Agreement involves ParkLync providing services directly to the public, ParkLync shall make the services, programs, and activities governed by this Agreement accessible to persons with disabilities as required by the Americans with Disabilities Act and its implementing regulations.
30. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED. ParkLync shall comply with Missouri Revised Statute Section 285.530 in that ParkLync shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. ParkLync shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. ParkLync shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. ParkLync shall require all subcontractors to observe the requirements of this section.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this Agreement has been executed to be effective as of the date of the last signatory below.

CITY OF COLUMBIA, MISSOURI

BY: \_\_\_\_\_  
De'Carlton Seewood, City Manager

DATE: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Nancy Thompson, City Counselor / AK

PARKLYNC, LLC

BY: \_\_\_\_\_  
Brent Paxton, CEO

DATE: \_\_\_\_\_

## EXHIBIT A

Onetime Setup Fees: **No charge (\$0.00)**

Service Fees:

All parking areas managed by User and utilizing the ParkLync permit system will be assessed a ParkLync Issuing Fee for each active parking account in the permit system.

ParkLync Issuing Fee for each active permit account:

For the Period of May 2026-April 30, 2027 - \$1.00

For the Period of May 2027-April 30, 2028 - \$1.50

For the Period of May 2028-April 30, 2029 - \$2.00

Effective May 2029 and each May of subsequent years: annual increase at the CPI-U All Items index as reflected here: <https://www.bls.gov/news.release/cpi.nr0.htm>

Permit income process: All permit revenue will be processed through ParkLync who is acting as the merchant of record. All income less the ParkLync Issuing Fees and credit card processing fees will be deposited to User's provided bank account.

Payment Processing Fee through ParkLync:

Fixed 3.99% per payment collected online through ParkLync

All money transfers from ParkLync to User to be deposited into User's bank account no later than the 7<sup>th</sup> business day of each following month.