

**FOURTH AMENDMENT TO EXCLUSIVE AGREEMENT BETWEEN
THE VILLAGE OF OLYMPIA FIELDS, IL AND REDFLEX TRAFFIC SYSTEMS, INC. FOR
PHOTO ENFORCEMENT PROGRAM**

This Fourth Amendment (“Fourth Amendment”) to the Exclusive Agreement between the Village of Olympia Fields, IL and Redflex Traffic Systems, Inc. for Photo Red Light Enforcement Program (“Agreement”) is made to be effective as of the ___ day of _____, 2022 (“Effective Date”), by and between the Village of Olympia Fields, IL and (“Customer”) and Redflex Traffic Systems, Inc. (“Redflex”)(with each individually referred to as a “Party” and together referred to as the “Parties”).

RECITALS

WHEREAS, the Parties entered into an Exclusive Agreement for Photo Enforcement Program on or about September 1, 2011 (“Original Agreement”) that was amended on or about March 11, 2015 (“First Amendment”), on or about March 11, 2020 (“Second Amendment”), on or about [Need date of Third Amendment] (“Third Amendment”), and on or about May 26, 2022 through a sixty (60) day extension letter (“Extension Letter”) with the Original Agreement, First Amendment, Second Amendment, Third Amendment and the Extension Letter collectively referred to herein as the “Agreement”;

WHEREAS, all capitalized terms in this Fourth Amendment shall have the same meaning as defined in the Agreement unless otherwise defined in this Fourth Amendment;

WHEREAS, Section 13.5 of the Agreement requires any amendment to the Agreement to be in writing and signed by both Parties; and

WHEREAS, the Parties desire to extend the term of the Agreement and modify certain conditions in the Agreement.

TERMS AND CONDITIONS

NOW THEREFORE, the Customer and Redflex hereby agree as set forth below:

1. Section 2. **TERM** is hereby deleted in its entirety and replaced with the following:

“The term of the Agreement shall be for a term ending July 26, 2027 (the “Current Term”). This Agreement will automatically extend for consecutive five (5) year terms. However, Customer or Redflex may terminate this Agreement at the expiration of any term by providing written notice of its intent not to extend the Agreement one hundred twenty (120) days prior to the expiration of the then-current term.

2. Section 3. **SERVICES** is hereby amended to add the following subsections:

“3.11 Within thirty (30) days of the Effective Date of the Fourth Amendment to the Agreement, the Parties shall meet to develop a project timeline for the upgrade of up to four (4) Designated Intersection Approaches with Halo 2 Camera Systems or an equivalent camera system and the transition of the Customer to Redflex’s Alcyon back-office violation and payment processing system. The Parties acknowledge certain supply-chain challenges for equipment and back-end processing services currently exist and the Parties shall work in good faith to develop a project timeline that is reasonable and takes into consideration the supply-chain challenges.

3.12 Within thirty (30) days of the Effective Date of the Fourth Amendment to the Agreement the Parties shall meet and develop a notice to proceed (NTP) for Redflex and its subcontractor to install up to four

(4) Automatic License Plate Recognition (“ALPR”) Cameras within the Village of Olympia Fields as directed and approved by the Customer and as mutually agreed to by Redflex. The fees for the ALPR Cameras is included in the monthly fee per Designated Intersection Approach as provided in Exhibit “D”. For Redflex and its ALPR subcontractor to install the ALPR Cameras the Customer agrees to the following ALPR requirements:

3.12.1 Definitions.

“ALPR”: automatic license plate recognition.

“ALPR Camera”: a camera with automatic license plate recognition technology and required processors.

“ALPR Data”: Data captured and processed by ALPR Equipment, which may include but is not limited to video data, image data, and metadata.

“ALPR Equipment”: All equipment for the provision of the ALPR Solution provided by Redflex, which may include ALPR Cameras, related processors, and communication devices that transfer ALPR Data, and if applicable, a server to operate and/or store the ALPR Data on the Customer’s site (the pricing for any such server is not included and shall be separately provided to Customer upon request).

“ALPR Solution”: **“ALPR Solution”:** The subscription products and services that Redflex is providing to Customer. These include (i) the ALPR Equipment, delivery, setup, warranty, (ii) use of the back-office software pursuant to the EULA, which includes unlimited user licenses, cloud hosting, hotlist integration and alerts, 30-day storage, LTE cellular communications, ongoing software updates, and (iii) technical support, training, and maintenance.

“Customer Data”: The data captured by, processed in, and /or housed in the ALPR Solution, including but not limited to ALPR capture data, white-lists, hotlists, data sharing alerts, and registered owner information.

“EULA”: The end user license agreement between Customer and Flock Safety, the provider of the ALPR back-office solution, to be provided by Flock Safety.

3.12.2 Redflex, including through the engagement of subcontractors, agrees to provide the Customer with an ALPR Solution, subject to the Customer providing Redflex a signed Notice to Proceed (“NTP”).

3.12.3 Customer agrees, at all times during the term of this Agreement, to comply with and be bound by the terms and conditions of the EULA. Customer agrees that Redflex is a third party beneficiary of the EULA and may enforce the rights of its subcontractor under the EULA.

3.12.4 Customer will comply with all applicable Laws, including without limitation to the extent applicable Criminal Justice Information Services (CJIS) requirements, any Laws relating to data privacy, or any Laws applicable its conduct with respect to the Program.

3.12.5 Customer shall not: (a) decompile, disassemble, or otherwise reverse engineer the ALPR Solution or attempt to reconstruct or discover any source code, underlying

algorithms, file formats or programming interfaces of the ALPR Solution by any means whatsoever (except and only to the extent that applicable Law prohibits or restricts reverse engineering restrictions); (b) remove any product identification, proprietary, copyright or other notices contained in the ALPR Solution; or (c) modify any part of the ALPR Solution, create a derivative work of any part of the ALPR Solution, or incorporate any part of the ALPR Solution into or with other software, except to the extent expressly authorized in writing by Redflex, including through other agreements between the parties.

- 3.12.6 Customer shall provide Redflex with copies of any Customer policies pertaining to its use of the ALPR Solution, which are applicable to Redflex. Redflex shall be afforded a reasonable opportunity to review such policies and will notify Customer if there are any additional Fees associated with compliance to the policies.
- 3.12.7 Redflex will collaborate with Customer on a mutually agreeable project schedule outlining all of the milestones required to implement the ALPR Solution.
- 3.12.8 Within 90 days after a permit is obtained, or if no permit is required, within 120 days of the date the Customer provides Redflex a Notice to Proceed, Redflex shall provide and, if required, install the ALPR Cameras at locations mutually agreed to by the Customer and Redflex. Installation may occur on Redflex Photo Enforcement Infrastructure (subject to a suitability analysis) or on non-Redflex infrastructure (provided all required permits are obtained by the Customer and Customer pays for construction or other infrastructure related costs, if applicable).
- 3.12.9 If installation is not performed on Redflex Photo Enforcement Infrastructure, Customer may use preexisting Customer infrastructure or may contract with Redflex (or its subcontractor) for the construction and installation of new infrastructure. Any new infrastructure constructed or non-Redflex infrastructure shall be at the sole cost, and the sole property and responsibility, of the Customer.
- 3.12.10 Redflex shall assist Customer with obtaining any permits required for the installation and use of the ALPR Solution to be installed on Redflex Photo Enforcement Infrastructure.
- 3.12.11 For ALPR Cameras to be installed on Customer infrastructure, Customer is responsible for applying for and obtaining and funding any and all needed state, local, and/or county permits, including any traffic control permits. Customer shall secure written permission for the installation of ALPR Equipment on any third-party infrastructure, and Customer is responsible for securing any interagency agreements or authorizations needed to install ALPR Equipment.
- 3.12.12 For locations where Redflex Photo Enforcement Infrastructure is not available for installation of the ALPR Camera, the Customer shall be responsible for providing the pole, power and any other infrastructure necessary for the installation and operation of the ALPR Camera other than the communications services required to operate the ALPR Equipment, which shall be provided by Redflex. Redflex will install the ALPR Camera and provide necessary communications services once the infrastructure and power is made available by the Customer.
- 3.12.13 For ALPR Cameras installed on Redflex Photo Enforcement Infrastructure, Redflex shall use preexisting power sources to operate the ALPR Camera (for ALPR Cameras

on all non-Redflex infrastructure, the Customer shall be responsible for providing power). For all installed ALPR Cameras, Redflex shall provide the communications hardware and communications service (if required), provided that Redflex shall not provide communications services on any non-Redflex infrastructure to any non-ALPR Equipment (for example, if other Customer devices that share the infrastructure also require communications services). Redflex shall determine the method of communication services required for the operation of the ALPR Equipment. Customer shall be responsible for the cost of any new power source.

- 3.12.14 Customer shall be directly responsible for all costs and liabilities associated with construction, installation, and any ongoing repair and maintenance of any non-Redflex infrastructure used for the ALPR Equipment, and the cost of all data hosting, data retrieval or data storage or for any other usage-based or storage based costs other than as provided for as part of the ALPR Solution and included in the Fee for the ALPR Solution.
- 3.12.15 Accounts for power or other utilities will be established in the name of Customer, and Customer shall be directly responsible for paying the costs and maintaining those accounts in good standing with the applicable power company or other utility company. Redflex shall determine the method of power and communication services required for the operation of the ALPR Equipment.
- 3.12.16 Notwithstanding anything else to the contrary in this Agreement, Customer agrees that Customer is solely responsible for the housing and security of the Customer Data to the extent that such data does not reside in the ALPR Solution, and to the extent that such Customer Data does reside within the ALPR Solution, the terms and conditions pertaining to the housing and security shall be set forth in the EULA with Redflex's subcontractor and Redflex shall have no liability with respect to the housing or security of data in the ALPR Solution. Customer expressly acknowledges that Redflex is under no obligation to retain for any period of time any data produced by the ALPR Solution. Customer acknowledges that for the Customer Data, it is responsible for any preservation, and associated storage requirements that may be required by Law. Customer agrees to assume responsibility to respond to, and if appropriate defend, at its sole expense, any requests for Customer Data obtained through the ALPR Solution, whether by formal public records request or otherwise.
- 3.12.17 The Customer will provide the necessary IT staff and resources necessary to assist Redflex, and Redflex's subcontractors when necessary, with the implementation of the ALPR Solution.
- 3.12.18 Any additional hardware, software, licensing, resources, installation, support and maintenance required to make the provided ALPR Solution compatible and compliant with Customer IT, security, privacy, compliance, or other requirements are the responsibility of Customer.
- 3.12.19 Customer is responsible for the repair or replacement costs of any ALPR Equipment which is not the responsibility of Redflex, as described below.
- 3.12.20 Redflex shall repair or replace all ALPR Equipment (including components), except to the extent such damage was caused by the (a) improper handling or installation and repairs made by unauthorized Persons, including the Customer; (b) misuse, neglect, accident on behalf of the Customer (or Persons acting on its behalf other

than a party authorized by Redflex); (c) Customer's violation of any term of this Agreement or the EULA; or (d) Customer's intentional or negligent acts. For the avoidance of doubt, road construction is considered an intentional act.

- 3.12.21 Repair and replacement of infrastructure (including poles) will be the responsibility of Redflex for Redflex Photo Enforcement Infrastructure and the Customer for all non Redflex-owned infrastructure.
- 3.12.22 Customer shall notify Redflex within twenty-four (24) hours of detecting any performance issues with any ALPR Equipment.
- 3.12.23 Any replacement of ALPR Equipment resulting from a knockdown, shall be at the option of Redflex.
- 3.12.24 Upon the termination of the Agreement between Redflex and the Customer, Redflex shall have no further obligations to Customer regarding the ALPR Solution, and Redflex (or its designated subcontractor) may uninstall and/or retrieve all ALPR Equipment from Customer, unless such ALPR Equipment shall be separately procured by Customer.
- 3.12.25 Under all circumstances, Redflex (or its subcontractor) shall retain ownership of all ALPR Equipment provided for use by Customer under the terms and conditions of this Agreement. The right to access and use the ALPR back-office shall be governed by the EULA. Redflex shall retain the ownership rights to all metadata, business intelligence, or other analytics obtained, gathered, or mined by Redflex from the data captured by the ALPR Equipment. Furthermore, Redflex has the right to use non-personalized and aggregated ALPR Solution data for its internal business purposes, analytics, statistical analysis, and to perform analyses which would further Customer's program.
- 3.12.26 Customer hereby agrees to indemnify and defend Redflex Parties to the fullest extent permitted by applicable Law against any and all Losses which may be imposed on or incurred by any Redflex Party arising out of or related to: (a) Customer's use of the ALPR Solution, (b) Customer's misuse of or failure to maintain the security of Customer Data in its possession; (c) Customer's violation of any Laws; (d) Customer's misuse or misappropriation of a Redflex subcontractor's products or services, (e) any representation by Customer about a Redflex subcontractor's products or services not authorized by such subcontractor; (f) any breach of this Agreement by Customer related to Customer's use of the ALPR Solution, or Customer Data; and (g) any breach of the EULA by Customer.
- 3.12.27 EXCEPT AS PROVIDED IN THIS AGREEMENT, THE PARTIES ACKNOWLEDGE THAT THE ALPR SOLUTION AND RELATED SERVICES ARE PROVIDED BY VERRA MOBILITY "AS IS" AND WITHOUT WARRANTY OF ANY KIND, AND VERRA MOBILITY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES RELATING TO THE ALPR SOLUTION, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES AGAINST INFRINGEMENT OF THIRD-PARTY RIGHTS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

1. Exhibit "D" COMPENSATION & PRICING is hereby deleted in its entirety and replaced with the following:

"EXHIBIT "D"

COMPENSATION & PRICING

PRICING PROVISIONS AND OPTIONS:

- A. **Fixed Monthly Fee:** Commencing on the Effective Date of the Fourth Amendment to the Agreement, the Customer agrees to pay Redflex a Fixed Monthly Fees as follows:

\$3,905 per Designated Intersection Approach

\$209 per ALPR Camera

Notice Processing Fee: Customer agrees to pay Redflex a notice processing fee of \$5.00 for each first Notice of Violation printed and mailed.

Customer agrees to pay Redflex within thirty (30) days after an invoice is received. A monthly late fee of 1.5% is payable for amounts remaining unpaid sixty (60) days from date of invoice.

Redflex's fees will be fixed for the Current Term of this Agreement; thereafter, unit prices will increase annually by the Consumer Price Index (CPI), according to the average change during the prior twelve (12) months in the CPI for All Urban Consumers (CPI-U) for U.S. Customer average, as published by the Bureau of Labor Statistics, U.S. Department of Labor for the Services category listed under Commodity and Service Group."

2. Subsection 11.1. of Section 11 **Notices** of the Agreement is hereby revised to reflect Redflex Traffic System, Inc.'s address change to the following:

Redflex Traffic Systems, Inc.
1150 N. Alma School Road
Mesa, Arizona 85201
Attn: Legal Department

3. The provisions of the Agreement, as amended by this Fourth Amendment, including the recitals, comprise all of the terms, conditions, agreements, and representations of the parties with respect to the subject matter hereof. Except as expressly amended or modified by the terms of this Fourth Amendment, all terms of the Agreement shall remain in full force and effect. In the event of a conflict between the terms of this Fourth Amendment and the Agreement, the terms of this Fourth Amendment shall prevail and control.
4. This Fourth Amendment may be executed in one or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. Each Party represents and warrants that the representative signing this Fourth Amendment on its behalf has all right and authority to bind and commit that Party to the terms and conditions of this Fourth Amendment.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Fourth Amendment to the Agreement.

AMERICAN TRAFFIC SOLUTIONS, INC.

Signature: _____

Name/Title: _____

Date: _____

VILLAGE OF OLYMPIA FIELDS, IL

Signature: _____

Name/Title: _____

Date: _____

Approved as to Form:

Signature: _____

Name/Title: _____

Date: _____