EXHIBIT   A

CONTRACT# RVS/14-069

AGREEMENT TO PROVIDE A SMART PARKING PROGRAM

THIS AGREEMENT is entered into this _18th_ day of December, 2014, by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **STREETLINE, INC.,** a Florida registered, foreign Delaware corporation (EIN: 20-3011657), located at 393 Vintage Park Drive, Suite 140, Foster City, CA 94404 ("Vendor").

WHEREAS:

The City of Ocala requested a quote for a smart parking program. Streetline, Inc. responded and was selected to provide this service.

NOW THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference), the parties hereto agree as follows:

1. **SERVICES.** Vendor will provide all materials, labor, and equipment to provide the smart parking program for the City as described, and pursuant to the scope of service set forth on the attached **Exhibit A - Scope of Work**, and within this agreement.

2. **COMPENSATION.** City shall pay Vendor for the performance of the work, and in accordance with the contract documents, for one-time hardware and software setup costs of **$38,000.00 (THIRTY-EIGHT THOUSAND DOLLARS AND 00/100 CENTS)**, and a monthly subscription fee of $11.00 for each parking space for software maintenance set forth in **Exhibit B - Price Proposal.** Compensation shall be made to the Contractor as described in **Exhibit C - Method of Compensation.**

3. **TERM.** The term of this Agreement shall be for a period of two (2) years, commencing **December 12, 2014** through **December 11, 2016**. This agreement can be renewed by the City for two (2) additional, two year periods upon written notification of renewal by the City to Vendor..

4. **INDEPENDENT CONTRACTOR STATUS.** City expressly acknowledges the Vendor is an independent contractor, and nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the City to exercise control or discretion over the manner or method by which Vendor performs hereunder.

5. **ACCESS TO FACILITIES.** City will provide Vendor with access to the Facilities so as to permit Vendor to meet its obligations hereunder.

6. **WARRANTY.**
   a. **Service.** Vendor warrants that, upon successful equipment installation and network activation, the Service shall be functional and available for access and use by City as described in the Scope of Services. City's sole and exclusive remedy for Vendor's breach of this warranty shall be to

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have Vendor use commercially reasonable efforts to repair the Service to achieve the functionality described in the Scope of Services, provided that if Vendor is unable to restore any material functionality within thirty (30) days of City's notification of the problem, City may terminate the Agreement and receive a pro-rata refund of any Fees paid in advance for use of the Service for the terminated portion of the Term. Vendor shall have no obligation with respect to a warranty claim unless notified of such claim within thirty (30) days of the first instance of the applicable problem. The warranties set forth in this Agreement are made to and for the benefit of City only. Such warranties shall not apply if City has used the Service other than in accordance with Vendor's instructions, this Agreement and applicable law.

b. **Equipment.** Streetline will repair or replace, at its option and free of charge to City, any item of Equipment (gateways, repeaters, parking sensors) that is no longer operational during the initial Term of the Agreement. In the event City elects to exercise the first of its two (2) year renewal options, Streetline's Equipment warranty shall be extended for up to an additional two (2) years and shall expire on December 11, 2018. Should City elect to exercise its second two (2) year renewal option, Streetline's Equipment shall NOT be covered by any warranty during such extension period (December 12, 2018 – December 11, 2020).

Notwithstanding the foregoing, if the item of Equipment is no longer operational because the Equipment is damaged as a result of negligent actions taken by City or its agents, then City shall pay Streetline:

(i) $250 per sensor for the costs incurred to replace or repair such parking sensor, or (ii) $275 per repeater for the costs incurred to replace or repair such repeater, or (iii) $4,800 per gateway for the costs incurred to replace or repair such gateway, as the case may be. The above replacement costs do not include any import duties or VAT that might be imposed.

7. **SUBSCRIPTION SERVICE.** Subject to the terms and conditions of the Agreement, Vendor shall make the Commercial Service available to City on a hosted basis during the Term, solely for use by City and its Users, and Vendor shall make the Consumer/Off-Street Service available during the Term to consumers and operators of off-street parking facilities. Vendor may update the functionality and user interface of the Service from time to time in its sole discretion as part of its ongoing mission to improve the Service. As used herein, "Users" are individual users for whom City has purchased subscriptions to the Commercial Service, as indicated in the Scope of Services, and who have been issued user identifications and passwords for the Commercial Service by City (or by Vendor at City's request).

8. **INDEMNITY.** Vendor shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Vendor, its agents, and employees.

9. **CUSTOMER DATA.** City owns and shall retain all right, title and interest (including all intellectual property rights) in and to any data and information submitted by City to the Service ("Customer Data").

10. **NETWORK ACCESS.** City shall be solely responsible for any and all costs and fees in connection with accessing and using the Services.

11. **THIRD-PARTY APPLICATIONS.** Vendor may offer certain third party applications or other products and services as indicated in the Scope of Services ("Third Party Applications"). In addition, Vendor or its partners may offer links to other third party websites, products, services and other resources through the Service. Vendor makes no (and expressly disclaims any) representation or no warranty regarding such Third Party Applications.

12. **VENDOR RIGHTS/REPRESENTATIONS.**

    A. The Vendor has examined and carefully studied the Contract Documents and the other related data.

    B. The Vendor has visited the site and become familiar with and is satisfied as to the observable general, local, and site conditions that may affect cost, progress, and performance of the Work.

    C. The Vendor is familiar with and is satisfied as to all Federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

    D. The Vendor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

    E. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

    F. Except for the limited right to access and use the Service during the Term as expressly granted to City in this Agreement, Vendor owns and shall retain all

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right, title and interest (including all intellectual property rights) in and to the Service and any data and information collected through the Service ("Collected Data"). Without limitation of the foregoing, the Collected Data is Vendor's Confidential Information. Any rights not expressly granted herein are reserved by Vendor. In addition, if City or any User makes any suggestions, enhancement requests, or recommendations, or provides any other feedback relating to the Service, then Vendor shall have the right to use and otherwise exploit such feedback freely in connection with the Service and Vendor's other products and services. In addition, for purpose of any public disclosure provision under any federal, state or local law, it is agreed that the Collected Data is a trade secret and proprietary commercial information and not subject to disclosure, nor will City's access to or use of the Collected Data constitute an agency or government record or information subject to disclosure (and, for the avoidance of doubt, City may not make Collected Data available to any third parties or the public generally). Notwithstanding the foregoing, however, City may use stored, historical (i.e., non-live, non-real-time) Collected Data as provided by Vendor through the Service for internal analysis and policy decision support.

13. **RELATIONSHIP OF PARTIES.** Neither this Agreement, nor any term, provision, payment or right hereunder shall in any way or for any purpose constitute or cause City to become or be deemed a partner of Vendor in the conduct of its business, or otherwise, or to cause City to become or be deemed a joint adventurer or a member of a joint enterprise with Vendor, as City is and shall remain an independent contractor by reason of this Agreement.

14. **DEFAULT.** This Agreement is critical to the City and the City reserves the right to immediately cancel either in whole or in part any portion of this Agreement due to failure of the Vendor to carry out any obligation, term, or condition of the Agreement. The City will issue a written notice of default effective immediately and not deferred by any interval of time. Default shall be considered to be any act or failure to act on the part of the Vendor including, but not limited to, any of the following:

A. Vendor fails to adequately perform the services set forth in the specifications of the Agreement;

B. The Vendor provides material that does not meet the specifications of the Agreement;

C. Vendor fails to complete the work required within the time stipulated in the Agreement; and

D. Vendor fails to make progress in the performance of the Agreement and/or gives the City reason to believe that the Vendor will not or cannot perform to the requirements of the Agreement.

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