

EXHIBIT 1

Master Services Agreement

This Master Services Agreement is made on the ____ day of _____, 2022 (the “Effective Date”), between Traffipax, LLC, a member of the JENOPTIK group, and a limited liability company duly organized under the laws of Delaware, having its principal place of business at 16490 Innovation Drive, Jupiter, Florida 33478 (hereinafter referred to as TPXUS) and the City of Willoughby Hills, Ohio with a principal business address at 35405 Chardon Road, Willoughby Hills, Ohio 44094 (the “Customer”).

WHEREAS, Customer wishes to retain the business and technology services of TPXUS (the “Services”) as set forth in this Master Services Agreement (the “Agreement”) and in one or more attachments, incorporated herein by reference (each a “Service Attachment”) to facilitate the detection, issuance and/or processing of violations of one or more of Customer’s traffic law or code enforcement programs (each a “Program”); and

WHEREAS, in connection with each Service, TPXUS agrees to provide the equipment described in a Service Attachment (“Equipment”); and

WHEREAS, TPXUS also agrees to provide Customer with access to certain proprietary technology (the “System”) to facilitate the back-end processing of notices issued to registered owner(s) of vehicles determined to be violating a Program (each a “Notice of Violation”), pursuant to the terms of this Agreement;

NOW THEREFORE, the parties mutually agree as follows:

1. AGREEMENT TERM; TERMINATION

- 1.1. Initial Term; Extensions. The Agreement shall commence on the Effective Date and continue for a period of five (5) years (the “Initial Term”). Upon expiration of the Initial Term, the Agreement will automatically renew for one (1) year terms (each a “Renewal Term” and, collectively with the Initial Term, the “Term”), unless either party provides a written notice to terminate not later than thirty (30) days prior to expiration of the then-current Initial Term or Renewal Term. Renewal Terms are subject to renewal pricing which shall be mutually agreed upon by the parties no less than sixty (60) days prior to the expiration of the then-current Initial Term or Renewal Term.
- 1.2. Termination by Agreement. This Agreement may be terminated at any time by the mutual written agreement of TPXUS and Customer.
- 1.3. Termination for Cause. Either party may terminate this Agreement or any Service Attachment, as applicable, for cause if: (a) the other party has breached its obligations under the Agreement or the Service Attachment, as applicable; (b) applicable state law is amended, or a state agency adopts a rule or other requirement to prohibit or substantially restrict the operation of automated traffic law or code enforcement systems described in a Service Attachment, including the Equipment and System being provided by TPXUS; or (c) any court of competent jurisdiction rules that the System, or other similar systems, violates applicable law or cannot otherwise be used to enforce Notices of Violation. The terminating party must provide thirty (30) days advance written notice to the other party of its intent to terminate, which notice must include the reasons for the termination. In the case of a breach of this Agreement or a Service Attachment, the notice must provide the other party with an opportunity to cure the breach during the sixty (60) day period following receipt of the notice. Notwithstanding the foregoing, in the event of termination based upon (b) or (c) above, TPXUS or Customer may suspend the Services described in such Service Attachment, immediately upon the effective date of such amendment or ruling, as applicable.

- 1.4. Termination by Customer for Convenience. Customer may terminate this Agreement or a Service Attachment at its convenience by giving TPXUS not less than ninety (90) days' prior written notice. If Customer terminates this Agreement, or any Service Attachment, for convenience, Customer shall pay TPXUS the termination for convenience fee, if any, set forth in each applicable Service Attachment (the "Termination Fee"). Any Termination Fee must be paid within thirty (30) days after the Effective Date of Termination.
- 1.5. Effect of Termination. On the termination date (if this Agreement is terminated for convenience pursuant to Section 1.4) or on the first day after any other date of termination or expiration of this Agreement ("Effective Date of Termination"), the Services shall cease immediately. The following Sections of the Agreement shall survive any termination or expiration of the Agreement: 1.5 (Effect of Termination), 1.6 (Removal of Equipment), 2.1 (Service Fees), 3.8 (Storage of Violation Data), 5.2 (Ownership; Licenses), 5.3 (Indemnification Obligations), 5.4 (Limitation of Liability), 5.9 (Applicable Law; Jurisdiction and Venue), and 5.14 (Notices). Notwithstanding the foregoing, unless otherwise prohibited by law, TPXUS will continue to process Program violations detected or issued pursuant to this Agreement prior to the Effective Date of Termination until such violation is dismissed by Customer, payment is made, or judgment is entered by a court.
- 1.6. Removal of Equipment. Within forty-five (45) days following the Effective Date of Termination, TPXUS shall retrieve all Equipment from Customer. Customer shall not charge any storage fees for the Equipment during this period.

2. COMPENSATION

In consideration for the Services, Customer shall pay TPXUS as follows:

- 2.1. Service Fees. Customer shall pay TPXUS those fees set forth in one or more Service Attachments (the "Service Fees").
- 2.2. Service Fees Payment.
 - 2.2.1. Invoicing. TPXUS shall provide an itemized invoice to Customer within ten (10) days of each revenue sweep from the Master Account to a Customer-designated account as described in Section 3.7. Each invoice shall indicate the total amounts collected pursuant to each Service Attachment and the Service Fees deducted by TPXUS from such amounts.
 - 2.2.2. Fees are Sole Compensation. Except as explicitly set forth in a Service Attachment, the Service Fees, any Termination Fees, and any Credit Card Convenience Fees, as defined in Section 3.6, shall be TPXUS's sole compensation for the Services. All costs and expenses associated with the supply, installation, commissioning, operation, maintenance, repair, replacement, and removal of the Equipment and maintenance of the System shall remain the responsibility of TPXUS unless otherwise set forth in a Service Attachment.

3. SCOPE OF SERVICES

- 3.1. TPXUS Project Manager. TPXUS will designate one TPXUS employee as Customer's principal contact at TPXUS ("TPXUS Project Manager").
- 3.2. Services; System Operation. TPXUS shall perform the Services in accordance with the Business Rules, as defined in Section 4.4. TPXUS shall operate the System on a continuous, 24-hour basis, seven (7) days per week, except for reasonable scheduled and unscheduled downtime, and Force Majeure as set forth in Section 5.5. The System shall utilize commercially reasonable security protocols and shall be accessible by end-users over the internet through supported web browsers.

- 3.3. System Upgrades. In the event TPXUS makes upgrades to the software or related performance capabilities of the System generally available to its customers, TPXUS will provide such upgrades without charge to Customer.
- 3.4. Customer Personnel Training. On days and at times agreed by the parties, TPXUS will provide training to Customer personnel designated by Customer with respect to accessing and using the System. TPXUS may make available to Customer certain written materials to support Customer personnel use of the System (the "Training Materials").
- 3.5. Notices of Violation. Except for Notices of Violation issued by Customer personnel at the time of violation, TPXUS shall issue a Notice of Violation to the registered owner(s) of each vehicle identified by Customer personnel as described in a Service Attachment, in a form and manner approved by Customer. With respect to any registered owner(s), or an individual designated by a registered owner as the violator if permitted by applicable law, who has not paid a Notice of Violation in a timely manner, TPXUS may send additional notices thereafter as further described in a Service Attachment.
- 3.6. Payment Methods; Telephone Support. TPXUS shall provide the registered owner(s) or designated violator the opportunity pay or contest a Notice of Violation using one of the following methods: "by web," "by telephone," and "by mail." To the extent permitted by applicable law, TPXUS may pass through to registered owners any reasonable credit card convenience fees imposed upon TPXUS by its suppliers for violations paid by credit card ("Credit Card Convenience Fee"). Registered owners may remit payment to TPXUS by mail in the form of a money order or check drawn upon a U.S. bank in order to avoid paying the Credit Card Convenience Fee. Customer shall have no obligation for the payment of any Credit Card Convenience Fee. Additionally, TPXUS will maintain a toll-free telephone number for registered owners to discuss Notices of Violation and make payments, with hours of 8:00 a.m. to 5:00 p.m. (Eastern) Monday through Friday, not including state and federal holidays.
- 3.7. Deposit of Fines. TPXUS will collect Notice of Violation fines from those who voluntarily pay and shall have authority to receive such payments and endorse checks, drafts, money orders and other negotiable instruments which may be received in payment on Customer's behalf. TPXUS will place such amounts in a separate account with a banking institution approved by Customer ("Master Account"). The Master Account shall be established in a manner which permits: (a) funds to be swept to a Customer-designated bank account by TPXUS; and (b) for Customer to have viewing rights to the Master Account. TPXUS will sweep Notice of Violation fines from the Master Account to the Customer-designated bank account on or around the 1st and the 15th of each month, provided, however, that TPXUS shall deduct from each funds sweep those Service Fees owed by Customer for the Services pursuant to Section 2.
- 3.8. Storage of Violation Data. TPXUS will store all violation data for three (3) years after payment or final adjudication of such violation or such other period as required by applicable law. Customer shall have reasonable access to the violation data during the storage period.
- 3.9. NLETS Requirements. All authorized TPXUS or subcontractor personnel reviewing vehicle information database or other program obtained via the National Law Enforcement Telecommunications System ("NLETS") on behalf of Customer shall comply with all applicable federal, state and NLETS requirements.
- 3.10. Reports. The System shall include functionality that permits Customer to run reports with regard to the functioning of the System, including but not limited to the number of Notices of Violation issued and paid, the aggregate amounts paid by registered owners or designated violators, the number of contested Notices of Violation, the amount of scheduled and unscheduled downtime of the System, and such other data as set forth in a Service Attachment or reasonably requested by Customer.
- 3.11. Public Awareness. TPXUS shall assist and support Customer's efforts in public education and awareness programs, by providing information including, but not limited to, violation statistics and violation statistic improvements. TPXUS shall provide Customer with a pamphlet that Customer may reproduce and

distribute to Customer residents (each a “Pamphlet”). The Pamphlet, which may be customized to include branding provided by Customer, shall include a description of the operation of the System in non-technical terms.

3.12. Insurance. TPXUS shall, during the Term of this Agreement, maintain insurance coverage in at least the minimum amounts set forth in this Section 3.12.

3.12.1. Workers’ Compensation and Employer’s Liability with limits not less than:

Workers’ Compensation:	statutory
Employer’s Liability:	\$500,000 ea. accident-injury
	\$500,000 ea. employee-disease
	\$500,000 disease-policy

This insurance shall provide that coverage applies to the state in which Customer is located.

3.12.2. Comprehensive Motor Vehicle Liability with limits for vehicles owned, non-owned, or rented of not less than \$1,000,000 Bodily Injury and Property Damage Combined Single Limit.

3.12.3. Comprehensive General Liability with limits not less than \$1,000,000 Bodily Injury and Property Damage Combined Single Limit.

3.12.4. Umbrella Liability with limits not less than \$2,000,000 Bodily Injury and Property Damage Combined Single Limit. This policy shall apply in excess of the limits stated in Sections 3.12.1 through 3.12.3 above.

3.12.5. TPXUS shall list Customer as an additional insured under all of the policies described in this Section 3.12 and shall file with Customer certificates of insurance reflecting the minimum insurance coverage and limits provided in this Section 3.12 prior to commencing work on the System.

4. CUSTOMER RESPONSIBILITIES

4.1. Customer Project Manager. Customer will designate one Customer employee as TPXUS’s principal contact at Customer (“Customer Project Manager”).

4.2. Cooperation. Customer will cooperate with TPXUS during all aspects of the planning, installation, implementation, and operation of the Equipment and the System and perform any other Customer obligations set forth in this Agreement and in any Service Attachments attached hereto.

4.3. Access to Information Services. To the extent required by NLETS or other data provider agreed by the parties, Customer will provide written authorization (in a form reasonably acceptable to Customer) for TPXUS to perform motor vehicle ownership inquiries on behalf of Customer.

4.4. Business Rules. Customer will establish and document certain Program parameters as reasonably requested by TPXUS (the “Business Rules”). Customer will provide TPXUS with at least sixty (60) days’ written notice of any proposed changes to the Business Rules. Business Rules shall be deemed Program Data, as defined in Section 5.2.1.

4.5. Collection of Unpaid Fines. For any Services for which TPXUS is compensated based on Notices of Violation fines or other fees paid by violators, Customer agrees to take collections action against those registered owners or designated violators that fail to pay or contest a Notice of Violation as set forth in Section 3.7. Customer may retain a third-party collections agency or law firm to recover the fines, including collections costs and expenses, or retain TPXUS to perform such collections activities pursuant to a Collections Service Attachment. Any amounts collected through the collections process described in this Section 4.5 will be included in total Notice of Violation fines collected for the purposes of calculating Service Fees, if applicable.

5. GENERAL PROVISIONS

5.1. Representations and Warranties.

5.1.1. TPXUS represents and warrants that at all times during the Term:

- a. it has the legal power to enter into the Agreement and any Service Attachment;
- b. the Equipment will conform with all written specifications provided by TPXUS to Customer;
- c. the Services described herein will be performed in a workmanlike and professional manner with due care and skill;
- d. it will perform the Services in compliance with all applicable federal, state, and local laws including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification including without limitation the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq*;
- e. it is not barred by law from contracting with Customer or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Department of Revenue in the state in which Customer is located unless TPXUS is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or (ii) any finding of recovery made against TPXUS by the Auditor of such state;
- f. the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to Customer prior to the execution of this Agreement and that this Agreement is made without collusion with any other person, firm, or corporation; and
- g. neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specifically Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specifically Designated National and Blocked Person. TPXUS further represents and warrants to Customer that TPXUS and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specifically Designated National and Blocked Person.

5.1.2. Customer represents and warrants that at all times during the Term:

- a. it has the legal power to enter into the Agreement and that it has complied with any and all applicable federal, state, and local procurement requirements in connection therewith;
- b. it has the legal right to grant the licenses set forth in Section 5.2.3, and
- c. it will establish Business Rules, and utilize the Services and the System, in compliance with all applicable federal, state and local laws.

5.1.3. EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION 5.1:

- a. THE PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS WELL AS ALL WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

- b. TPXUS MAKES NO WARRANTY THAT THE SERVICES, THE EQUIPMENT OR THE SYSTEM WILL MEET CUSTOMER’S REQUIREMENTS, OR THAT THE SERVICES AND SYSTEMS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES TPXUS MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, THE EQUIPMENT OR THE SYSTEM. THE PROGRAM DATA AND PROGRAM MATERIALS ARE PROVIDED “AS IS” WITHOUT WARRANTIES OF ANY KIND.

5.2. Ownership; Licenses.

- 5.2.1. Program Data. Customer shall retain all right, title and interest in and to any information, data, study findings, or report content created by TPXUS related specifically to the Program or its operation (“Program Data”). Customer grants to TPXUS: (a) a non-exclusive, worldwide, royalty-free, fully paid up, sublicensable, non-transferrable right and license during the Term to copy, distribute, display and create derivative works of and use Program Data solely to perform the Services; and (b) a perpetual, irrevocable, non-exclusive, worldwide, royalty-free, fully paid up, right and license to use Program Data solely in an aggregated, de-identified and/or anonymized format such that Customer, its personnel and violators are not identified, in order to evaluate and enhance TPXUS’s systems and services. TPXUS and its affiliates may identify Customer as an entity utilizing the Services and the System in its marketing materials, including but not limited to its website and proposals to perform the same or similar Services for others, without the prior written consent of Customer.
- 5.2.2. Program Materials. TPXUS shall retain all right, title and interest in and to any information, data, software (including with respect to any System integration performed by or on behalf of TPXUS), templates, studies, reports or other documents, including Training Materials, Pamphlets, and other materials used generally by TPXUS in performing services for its clients (“Program Materials”). TPXUS grants to Customer a non-exclusive, royalty-free, fully paid up, non-sublicensable, non-transferrable right and license during the Term to create a limited number of copies, distribute, display and create derivative works of and use, Program Materials solely by its authorized personnel for Customer’s internal use in connection with the Services.
- 5.2.3. Customer Marks. Customer hereby grants to TPXUS and its affiliates a non-exclusive, non-transferable, sublicensable, license during the Term to use, reproduce, display, and distribute the Customer name, seal, logo, domain name and other marks owned or controlled by Customer (“Customer Marks”) solely in connection with the Program Materials and as otherwise required in connection with the performance of the Services. TPXUS will provide Customer the opportunity to review and approve all uses of the Customer Marks. Notwithstanding the foregoing, TPXUS and its affiliates may identify the Customer as an entity utilizing the Services in its marketing materials, including but not limited to its website and proposals to perform the same or similar services for others, without the prior written consent of Customer. Nothing in this Agreement grants the Customer any right to use the name, logo or other marks of TPXUS or its affiliates except as incorporated in Program Data and Program Materials, or otherwise with the prior written consent of TPXUS.

5.3. Indemnification Obligations.

- 5.3.1. TPXUS shall indemnify, defend, and hold harmless Customer and its elected officials, officers, employees, agents, attorneys, representatives, and permitted assigns and all persons acting through, by, under or in concert with them (the “Customer Indemnitees”) from and against any and all third party claims arising out of or related to:
 - a. any material breach of the representations and warranties of TPXUS set forth in Section 5.1.1;

- b. negligence or misconduct of TPXUS or its employees, contractors, or agents that results in bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the negligence or misconduct of any Customer Indemnitee; or
 - c. a claim that the System infringes the copyright or U.S. patent of a third party. In the event such a claim is made or appears likely to be made, TPXUS will either: (i) enable Customer to continue to use the System; (ii) modify the System to render it non-infringing; or (iii) replace the System with a replacement System at least functionally equivalent. If TPXUS determines that none of these alternatives is reasonably available, TPXUS shall have the right to terminate this Agreement effective immediately.
- 5.3.2. To the extent not prohibited by the constitution or laws of the state in which Customer is located, Customer shall indemnify, defend, and hold harmless TPXUS and its affiliates, shareholders or other interest holders, managers, officers, directors, employees, agents, representatives and successors, permitted assigns and all persons acting through, by, under or in concert with them (including but not limited to Equipment suppliers and installers) (the “TPXUS Indemnitees”) from and against any and all third party claims arising out of or related to:
- a. any material breach of the representations and warranties of Customer set forth in Section 5.1.2;
 - b. negligence or misconduct of Customer or its employees, contractors, or agents that results in bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the negligence or misconduct of any TPXUS Indemnitee; or
 - c. the validity of the results of Customer’s use of the System or any portion thereof; or the validity of any Notice of Violation issued, prosecuted, and collected as a result of Customer’s use of the System except to the extent caused by TPXUS’s failure to comply with the terms of the Agreement.
- 5.3.3. In the event of any third party claim, action, or demand for which a party seeks indemnification from the other pursuant to this Section 5.3 (each a “Claim”), the Indemnified Party must give the Indemnifying Party written notice of such Claim promptly after the Indemnified Party first becomes aware of it. The Indemnifying Party will have the right to choose counsel to defend against the Claim (subject to approval of such counsel by the Indemnified Party, which approval may not be unreasonably withheld, conditioned, or delayed) and to control and settle the Claim. The Indemnifying Party will have the right to participate in the defense of the Claim at its sole expense.
- 5.4. LIMITATION OF LIABILITY. EXCEPT FOR AMOUNTS PAYABLE WITH RESPECT TO THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 5.3: (A) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES IN CONNECTION WITH THE AGREEMENT, THE SERVICES, OR THE SYSTEMS, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY; AND (B) THE AGGREGATE LIABILITY OF EITHER PARTY FOR DIRECT DAMAGES ARISING OUT OF THE AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE LIMITED TO THE SERVICE FEES PAID OR PAYABLE BY CUSTOMER UNDER THE APPLICABLE SERVICE ATTACHMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO SUCH CLAIM.
- 5.5. Force Majeure. Neither party shall be liable for delays in the performance of its obligations hereunder due to a Force Majeure Event. “Force Majeure Event” means conditions or other circumstances, such as acts of God, that: (a) were not foreseen, and could not have been reasonably foreseen, by the party obligated to perform, (b) are beyond the control of the party obligated to perform, and (c) materially hinder or interfere with the ability of the party obligated to perform to complete performance; provided, however, that no

such condition or circumstance will be a Force Majeure Event if it is the result of the fault, negligence, or material breach of this Agreement by the party obligated to perform. Examples of Force Majeure events include wars, floods, strikes and labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, severe adverse weather conditions not reasonably anticipated, and delays in permitting.

- 5.6. Relationship between TPXUS and Customer. TPXUS is an independent contractor. This Agreement does not create, and nothing in this Agreement may be deemed, construed, or applied to create, a partnership, joint venture or the relationship of principal and agent or employer and employee between the parties. Further, this Agreement does not permit either party to incur any debts or liabilities or obligations on behalf of the other party, except only as specifically provided herein.
- 5.7. Assignment. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, TPXUS may assign the Agreement to an affiliate or in connection with a merger or sale of substantially all of the assets related to the Agreement, and TPXUS may use third party contractors to fulfill its obligations to provide certain Services provided that TPXUS shall be responsible for the performance of such subcontractors in accordance with the terms of this Agreement. The Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 5.8. Escalation Procedure. The following procedure will be followed if resolution is required to a conflict arising during the performance of this Agreement:
 - 5.8.1. When a conflict arises between Customer and TPXUS, the project team members will first strive to work out the problem internally.
 - 5.8.2. If the project team cannot resolve the conflict within five (5) business days, Customer Project Manager identified pursuant to Section 4.1 and the TPXUS Project Manager identified pursuant to Section 3.1 will meet to resolve the issue.
 - 5.8.3. If the conflict is not resolved within five (5) business days after being escalated to the Project Managers, a senior executive of TPXUS will meet with senior level administrator for Customer within five (5) days to resolve the issue.
 - 5.8.4. If no resolution is reached pursuant to Section 5.8.3, the parties may mutually agree to terminate the Agreement pursuant to Section 1.2 or seek any available legal or equitable remedies.
 - 5.8.5. During any conflict resolution as described in this section 5.8, TPXUS agrees to provide the Services relating to items not in dispute, to the extent practicable, pending resolution of the conflict. Customer agrees to pay invoices per the Agreement.
- 5.9. Applicable Law; Jurisdiction and Venue. This Agreement is governed by and construed in all respects in accordance with the laws of the state in which Customer is located, without regard to any conflicts of laws rules. Any lawsuit arising out of or in connection with this Agreement must be filed in a state or federal court of competent jurisdiction in the state in which Customer is located, and both parties specifically agree to be bound by the jurisdiction and venue of such courts.
- 5.10. Entire Agreement; Amendment. This Agreement and its Service Attachments constitutes the entire agreement between the parties about the Services and supersedes all prior and contemporaneous agreements or communications. This Agreement and any Service Attachment may only be amended by a writing specifically referencing the section of the Agreement or Service Attachment to be amended and which has been signed by authorized representatives of the parties.
- 5.11. Counterparts. This Agreement may be signed in one or more counterparts, each of which will be deemed to be an original and all of which when taken together will constitute the same Agreement. Any copy of this Agreement made by reliable means (for example, photocopy or electronic mail) is considered an original.

- 5.12. Enforceability. If any term in this Agreement is found by competent judicial authority to be unenforceable in any respect, the validity of the remainder of this Agreement will be unaffected, provided that such unenforceability does not materially affect the parties' rights under this Agreement.
- 5.13. Waiver. An effective waiver under this Agreement must be in writing signed by the party waiving its right. A waiver by either party of any instance of the other party's noncompliance with any obligation or responsibility under this Agreement will not be deemed a waiver of subsequent instances.
- 5.14. Notices. Any notices provided pursuant to this Agreement shall be effective three days after deposit in the U.S. Mail if sent by Certified Mail Return Receipt Requested, or immediately if by in-person delivery or confirmed electronic mail, to the parties at the addresses first set forth herein.

IN WITNESS WHEREOF, TPXUS and Customer have caused this Agreement to be executed by their properly authorized representatives as of the Effective Date.

Agreed to:

Traffipax, LLC

By: _____
Authorized signature

Finbarr O'Carroll
President

Date: _____

Agreed to:

The City of Willoughby Hills, Ohio

By: _____
Authorized signature

Name: _____
Title: _____
Email: _____

Date: _____

Attested to:

By: _____
Authorized signature

Name (type or print): _____

Date: _____

Attested to:

By: _____
Authorized signature

Name (type or print): _____

Date: _____