

## Exhibit 2

### Fixed Location Traffic Enforcement Service Attachment

This Fixed Location Traffic Enforcement Service Attachment (this “Service Attachment”) is made pursuant and subject to the terms of the Master Services Agreement between Traffipax, LL. (TPXUS) and the City of Willoughby Hills (“Customer”) dated \_\_\_\_\_ (the “Agreement”). This Service Attachment is incorporated into, and governed by the terms of, the Agreement. In the event of a conflict between the terms of the Agreement and this Service Attachment, the terms of this Service Attachment shall prevail solely with respect to the Services described herein. All capitalized terms not otherwise defined herein shall have the meaning given such terms in the Agreement.

#### 1. SERVICE FEES

- 1.1. Red Light Enforcement Services. A fee equal to the greater of: (a) \$37 per paid citation; or (b) 37% (thirty-seven percent) of all Notice of Violation fines collected by or on behalf of TPXUS pursuant to Sections 3.7 and 4.5 of the Agreement (not including Credit Card Convenience Fees, if any).
- 1.2. Speed Enforcement Services. A fee equal to the greater of: (a) \$37 per paid citation; or (b) 37% (thirty-seven percent) of all Notice of Violation fines collected by or on behalf of TPXUS pursuant to Sections 3.7 and 4.5 of the Agreement (not including Credit Card Convenience Fees, if any).
- 1.3. Camera Relocation Fee. A fee equal to be mutually agreed by the parties in the event of certain relocations of a Camera described in Section 2.3 of this Service Attachment (“Camera Relocation Fee”).
- 1.4. Subsequent Notice Fee. For each second Subsequent Notice (defined in Section 2.7 of this Service Attachment) sent by TPXUS, and any necessary notices sent thereafter at Customer’s request, a fee equal to \$1.35 (a “Subsequent Notice Fee”).
- 1.5. Termination Fee. A Termination Fee, as defined in Section 1.4 of the Agreement, of \$1,500 per Camera for each month that remains in the Initial Term as of the Effective Date of Termination. There is no Termination Fee if Customer terminates this Service Attachment at the end of the Initial Term or during any Renewal Term.

#### 2. SCOPE OF SERVICES

- 2.1. Equipment. TPXUS shall install, operate, and maintain a minimum of two (2) fixed location traffic enforcement cameras (each a “Camera”) in accordance with TPXUS’ standard installation and maintenance practices. The two] (2) Cameras provided under this Section 2.1 will consist of two (2) speed enforcement cameras (“Speed Cameras”) and zero (0) red light enforcement cameras (“Red Light Cameras”).
- 2.2. Camera Installation; Camera Poles. TPXUS will install Cameras on Customer owned or controlled poles at enforcement locations mutually agreed by TPXUS and Customer based upon community safety considerations. In the event that there is no feasible pole located at an identified location, Customer may elect to install a pole as described in Section 3.3 of this Service Attachment, or TPXUS will install a pole at such location subject to the additional terms and conditions set forth in Exhibit A (each a “Camera Pole”).
- 2.3. Relocation by TPXUS. Customer may relocate a Camera once during the Initial Term or any Renewal Term at no cost to Customer as long as such relocation doesn’t require the installation of a Camera Pole. If Customer requests that a Camera be relocated more than once during any Initial Term or Renewal Term

to a Customer owned or controlled pole, Customer will incur a Camera Relocation Fee as set forth in Section 1.3 of this Service Attachment. Upon ten (10) days prior written notice from Customer, TPXUS will move a Camera to a new location identified by Customer. If Customer requests that an installed Camera be relocated to a location that requires the installation of a Camera Pole at any time, TPXUS may charge Customer a reasonable Service Fee for such installation (“Camera Pole Installation Fee”).

- 2.4. Relocation Training. Customer may elect to have TPXUS train one (1) or more Customer personnel in how to move an installed Camera to a new location, including how to attach and align the Camera, as well as how to coordinate with TPXUS personnel for necessary technical adjustments for a new Camera location. Once Customer designees have completed such training, upon seven (7) days prior written notice from Customer, such designees may relocate a Camera on a mutually agreed date and time in accordance with such training to a location with a viable Camera pole. Customer shall be responsible for any damage to a TPXUS Camera incurred during any relocation by Customer.
- 2.5. 24-Hour Operation. TPXUS shall operate the Equipment on a continuous, 24-hour basis, seven (7) days per week, except for reasonable scheduled and unscheduled maintenance and repairs, as set forth in Section 2.8 of this Service Attachment, and Force Majeure as set forth in Section 5.5 of the Agreement. For the first thirty (30) days after the first Equipment components are activated, Customer may elect to issue warning notices rather than Notices of Violation (“Warning Period”).
- 2.6. Images and Data Processing. TPXUS will: (a) upload encrypted violation images and embedded violation data from the Cameras to the System; (b) correlate images and data with motor vehicle records, and (c) assemble the images and data for each violation detected by a Camera that meets the business rules provided by Customer into an electronic package accessible through the System (each a “Violation Package”). TPXUS will use commercially reasonable efforts to complete these activities within twenty (20) days of the date of violation.
- 2.7. Notices of Violation. Within ten (10) days of approval of a Notice of Violation by Customer pursuant to Section 3.1 of this Service Attachment, TPXUS shall issue a Notice of Violation, including images and data of the violation, to registered owners of vehicles identified in the Violation Package by first class mail. The System shall allow the registered owner(s) to review the images and data related to the notice of violation, through the web-portal by using a unique identifier code included in the Notice of Violation. If a registered owner disputes responsibility for a violation and identifies a different violator in a manner agreed by Customer, then TPXUS will reissue the Notice of Violation to that different violator within ten (10) days after such identification. With respect to any Notice of Violation that is not paid or contested within forty-five (45) days of mailing of the Notice of Violation, TPXUS may send additional notices thereafter, in a form mutually agreed upon by the parties (each a “Subsequent Notice”). TPXUS shall provide reasonable aid and assistance in the prosecution of Notices of Violation issued hereunder, including the provision of fact witnesses, as may be required in a court or quasi-judicial panel of competent jurisdiction, at no additional charge to Customer.
- 2.8. Equipment Maintenance and Repair. TPXUS shall maintain the Equipment and shall promptly repair or replace any damaged or defective components at its own expense, except if the damage was caused by the negligent operation of a Customer owned or controlled vehicle. TPXUS shall perform preventative maintenance and cleaning of Equipment components on a regular basis, including review and testing of Camera settings and operation, communications, and other Equipment components. TPXUS will use commercially reasonable efforts to notify Customer and initiate repairs within seventy-two (72) hours after identification of any material damage, defect, or other issue with respect to the Equipment.
- 2.9. Signage. If required by State legislation or local governing ordinance, TPXUS will provide and install necessary signage at no cost to Customer informing inbound traffic that Customer utilizes traffic law photo-enforcement devices to enforce traffic laws. TPXUS shall provide and install additional signage as requested by Customer and agreed by TPXUS at Customer’s expense.

2.10. Traffic Studies. If agreed in writing by TPXUS and Customer, TPXUS will conduct an informal traffic study for proposed enforcement locations (each a “Traffic Study”). Any reports resulting from a Traffic Study will be considered Program Data, as defined in Section 5.2.1 of the Agreement. Notwithstanding anything to the contrary in Section 5.1 of the Agreement, the Traffic Study and any resulting reports are provided “as-is” with no warranties of any kind.

### 3. CUSTOMER RESPONSIBILITIES

- 3.1. Review of Violations. Customer will provide sworn police officers, community service officers or other designated Customer personnel to carefully review each Violation Package to determine whether: (a) the violation is approved, and a Notice of Violation can be mailed; or (b) the violation is rejected. If the violation is rejected, the Customer Project Manager, identified pursuant to Section 4.1 of the Agreement, will report to TPXUS the basis for the rejection. Customer is solely responsible for determining which violations identified by TPXUS are issued as Notices of Violation.
- 3.2. Customer Infrastructure. Customer will maintain any traffic control devices at enforced locations in good working order and ensure that stop lines or speed zones are clearly marked, as applicable. For Customer owned or controlled poles, Customer will provide TPXUS with access to such poles, and electricity for operation of the Cameras on such poles, at no charge to TPXUS.
- 3.3. Camera Pole Installation by Customer. In the event Customer elects to install a TPXUS-provided Camera Pole as contemplated by Section 2.2 of this Service Attachment, Customer shall be responsible for obtaining all necessary permits and constructing a foundation in accordance with TPXUS specifications. In the event any permitting agency requires one (1) or more upgrades to any traffic control infrastructure at any enforcement location where the Camera Pole will be installed, such upgrades shall be the sole responsibility of Customer. Customer will commence installation of Camera Poles within ten (10) business days after any and all necessary state, county or other permit applications have been approved and such permits have been received. TPXUS shall not be responsible for any delays associated with the failure of any state or local government to promptly provide applicable permits or for Customer’s delay in installation. Customer shall be responsible for any damage to a Camera Pole or Camera, or personal injury (including death) or damage to real or tangible personal property, resulting from the installation of a Camera Pole by Customer pursuant to this Section 3.3.

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

*Agreed to:*

**TPXUS, Inc.**

By: \_\_\_\_\_  
Authorized signature

Finbarr O'Carroll  
President

Date: \_\_\_\_\_

*Agreed to:*

**The City of Willoughby Hills, Ohio**

By: \_\_\_\_\_  
Authorized signature

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

*Attested to:*

By: \_\_\_\_\_  
Authorized signature

Name (type or print): \_\_\_\_\_

Date: \_\_\_\_\_

*Attested to:*

By: \_\_\_\_\_  
Authorized signature

Name (type or print): \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT A

Additional Terms and Conditions for  
Installation of Camera Poles

In the event that TPXUS is required to install one (1) or more Camera Poles pursuant to Section 2.2 or 2.3 of this Service Attachment, the following additional terms and conditions shall apply:

- A. Obtaining Permits. TPXUS shall prepare all permit applications, design drawings and other documents as may be reasonably required by Customer or any other governmental entity for the installation and operation of any applicable Camera Poles. Customer will provide to TPXUS, at no cost, all Customer permits necessary for the installation of Camera Poles provided TPXUS meets the minimum requirements for such permits. TPXUS will use commercially reasonable efforts to obtain any other necessary permits for the Camera Poles from applicable agencies and shall pay all permit or other fees charged by such governmental entities in connection with the installation and operation of the Camera Poles. Customer will reasonably assist TPXUS in securing necessary permits from other governmental agencies, as required.
- B. Installation. TPXUS will commence installation of the Camera Poles within ten (10) business days after any and all necessary state, county or other permit applications have been approved and such permits have been received. TPXUS shall not be responsible for any delays associated with the failure of any state or local government to promptly provide applicable permits. In the event any permitting agency requires one (1) or more upgrades to any traffic control infrastructure at any enforcement location where the Camera Pole will be installed, such upgrades shall be the sole responsibility of Customer. Installation of a Camera Pole in connection with the relocation of an installed Camera may be subject to a Camera Pole Installation Fee, as described in Section 2.3 of this Service Attachment.
- C. Restoration of Locations. Upon any expiration or termination of this Service Attachment, TPXUS shall remove any Camera Poles installed pursuant to this Exhibit A and restore such locations to substantially the same condition as existed prior to such installation. Notwithstanding the foregoing, TPXUS will not remove any pole foundation, which shall be left approximately flush with grade with no exposed bolts or other hazards. Installed underground conduit and other equipment shall not be required to be removed. TPXUS shall use commercially reasonable efforts such that removal and restoration activities occur within forty-five (45) days after the Effective Date of Termination and do not unreasonably interfere with or adversely affect traffic flow.