

## Exhibit 3

### Handheld Speed Enforcement Service Attachment

This Handheld Speed Enforcement Service Attachment (this “Service Attachment”) is made pursuant and subject to the terms of the Master Services Agreement between Traffipax, LLC (“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. Per Citation Fee. A fee equal to the greater of: (a) \$37 per paid citation; or (b) 37% (thirty-seven percent) per paid Notice of Violation.
- 1.2. Non-Usage Fee. A fee equal to \$1,500 for each Handheld Speed Enforcement unit during any month in which one or more Handheld Speed Enforcement units are not used by Customer in accordance with Section 3.2 of this Service Attachment.
- 1.3. Subsequent Notice Fee. For each second Subsequent Notice (defined in Section 2.3 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”).
- 1.4. Termination Fee. A Termination Fee (defined in Section 1.4 of the Agreement) of \$100 per Handheld Speed Enforcement unit provided under Section 2.1 for each month that remains in the Initial Term as of the Effective Date of Termination. There is no Termination Fee if Customer terminates the Agreement at the end of the Initial Term or during any Renewal Term.

#### 2. SCOPE OF SERVICES

- 2.1. Equipment. TPXUS shall provide and maintain a minimum of one (1) portable photo-laser speed enforcement systems (each a “Handheld Speed Enforcement unit”) in accordance with TPXUS’s standard maintenance procedures.
- 2.2. 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 Handheld Speed Enforcement unit that meets the Business Rules 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.
- 2.3. 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 the Customer. For the first thirty (30) days after the first Equipment components are activated, the Customer may elect to issue warning notices rather than Notices of Violation ("Warning Period").

- 2.4. 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 Customer's negligence. TPXUS shall perform preventative maintenance and cleaning of Equipment components on a regular basis, including review and testing of Handheld Speed Enforcement unit settings and operation, communications, and other Equipment components. TPXUS will use commercially reasonable efforts to initiate repairs within seventy-two (72) hours after notification by Customer of any material damage, defect, or other issue with respect to the Equipment.
- 2.5. 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.

### 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 notices 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. The Customer is solely responsible for determining which violations identified by TPXUS are issued as Notices of Violation.
- 3.2. Operation of Handheld Speed Enforcement Units. In order to promote community safety, Customer agrees to: (a) utilize each Handheld Speed Enforcement unit for at least fifteen (15) hours per week; (b) follow reasonable industry practices in the usage of Handheld Speed Enforcement units; and (c) download all violations detected by the Handheld Speed Enforcement units in a timely manner which shall in no event exceed forty-eight (48) hours following detection. If, during any four (4) consecutive weeks during the Term, Customer fails to utilize one (1) or more Handheld Speed Enforcement units for at least fifteen (15) hours per week, in addition to any other remedies it may have hereunder, TPXUS may, at its sole discretion, charge a Non-Usage Fee for such month or remove any such Handheld Speed Enforcement unit that has been underutilized from the Service. In addition, Customer shall: (a) keep the Handheld Speed Enforcement units free of all security interests of any kind whatsoever, including liens, encumbrances and other claims; (b) take reasonable measures to protect the Handheld Speed Enforcement units from theft, unauthorized use or vandalism; (c) not remove or have removed any identification marks applied to the Handheld Speed Enforcement units by TPXUS or the manufacturer; (d) maintain the Handheld Speed Enforcement units in good condition and repair, reasonable wear and tear excepted; (e) use the Handheld Speed Enforcement units with due care to prevent injury thereto and to any person or property and in conformity with all applicable laws; and (f) not to modify the Handheld Speed Enforcement units in any way. Customer shall be responsible for any damage to a Handheld Speed Enforcement unit incurred during the Term, other than reasonable wear and tear.

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:*

**Traffipax, LLC**

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: \_\_\_\_\_