

## Exhibit 4

### Mobile Traffic Enforcement Service Attachment

This Mobile Traffic 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. If Customer fails to utilize any Mobile Unit, as defined in Section 2.1 of this Service Attachment, Customer shall pay to TPXUS a fee equal to \$1,500 for each calendar month during which customer fails to utilize the Mobile Unit 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, as defined in Section 1.4 of the Agreement, of \$1,000 for each month that remains in the Initial 12 months of deployment during 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] mobile speed enforcement units (“Trailers”) in accordance with TPXUS’s standard installation and maintenance practices.
- 2.2. Images and Data Processing. TPXUS will: (a) correlate images and data uploaded by Customer, as set forth within Section 3.2 of this Service Attachment, with motor vehicle records; and (b) assemble the images and data for each violation detected by a Mobile 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 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.

- 2.4. 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 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 Mobile Unit 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.
- 2.5. 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. Customer is solely responsible for determining which violations identified by TPXUS are issued as Notices of Violation.
- 3.2. Operation of Mobile Units. Customer agrees to use commercially reasonable efforts to utilize each Mobile Unit for at least twenty (20) hours per week during the Term. In addition, Customer will download all violations detected by Mobile Units in a timely manner which shall in no event exceed four (4) business days following the date of violation. In order to promote community safety, Customer agrees to follow reasonable industry practices in limiting the movement of Mobile Units to new locations (e.g., not more frequently than twice per calendar week). In the event Customer fails to comply with the provisions of this Section 3.2 with respect to any Mobile Unit, TPXUS may, at its option, remove such Mobile Unit from the Equipment provided pursuant to this Service Attachment. If, during any four (4) consecutive weeks during the Term, Customer fails to utilize each Mobile Unit for at least twenty (20) 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.

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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: \_\_\_\_\_