



**BRIDGE AGREEMENT  
#: VCU-IT-5115**

This Bridge Agreement entered into as of the date the last signature is affixed below (the “Effective Date”), is by and between T2 Systems Inc. (hereinafter “Contractor”), and Virginia Commonwealth University (hereinafter “VCU” or “University”), an institution of higher education and an agency of the Commonwealth of Virginia (the “Agreement”) on behalf of the Virginia Higher Education Procurement Consortium, hereinafter referred to as “VHEPC” and its members. VCU and the Contractor are sometimes referred to individually as a “Party” and collectively as “Parties.”

**WHEREAS**, the PASSHE contract number CW18955 (“Contract”) effective August 2, 2023 for Parking Management Solutions and where the Contract allows for cooperative use by public bodies and educational institutions; and

**WHEREAS**, VCU may participate in cooperative procurements defined in § 6. A Cooperative Procurement, Article 4 of the Restructured Higher Education Financial and Administrative Operations Act, Chapter 10 (§ 23.1004 et seq.) of Title 23.1 of the Code of Virginia.

**WHEREAS**, the Contractor is willing to allow VCU to obtain services pursuant to the PASSHE contract CW18955; and

**WHEREAS**, the parties entered into the T2 Master Customer Agreement with the effective date of November 30<sup>th</sup> 2022 and agree to those terms and conditions.

**WHEREAS**, the parties agree to include the Contractors product and service addendums which supersede and replace each applicable current contracts identifying those services therein.

**NOW THEREFORE**, in consideration of the terms and conditions contained in the cooperative contract issued by the PASSHE, and as herein contained, and the other mutual promises set forth herein, the parties agree as follows.

1. The **Contract Documents** shall consist of:

This signed Agreement and the Additional Terms and Conditions in section 2 below, the PASSHE contract CW18955, the T2 Master Customer Agreement dated November 30<sup>th</sup>, 2022, and the Contractors product and service addendums. Precedence of Contract Documents: In the event there is a conflict among any of the terms and conditions of this Agreement, the PASSHE contract CW18955, the T2 Master Customer Agreement dated November 30<sup>th</sup>, 2022, and the Contractors product and service addendums. The order of precedence shall be: the PASSHE contract CW18955, this Agreement, the T2 Master Customer Agreement dated November 30<sup>th</sup> 2022, and the Contractors product and services addendums.

2. Additional Terms and Conditions

- A. **TERM; TERMINATION.** The term of this Agreement will commence on the effective date and will be in effect until August 21, 2026 (“Initial Term”). This Agreement may be renewed by mutual written consent for additional annual renewals on the same terms as the underlying contract with the PASSHE contract CW18955, either Party reserves the right to terminate this Agreement, in whole or in part, upon sixty (60) days written notice to the other Party.
- B. **FEES:** VCU and the other members of VHEPC shall be considered a “Consortium” and shall be entitled to purchase Contractors Services at the rates and minimum discounts equal to the PASSHE contract pricing, at each VHEPC member’s discretion.



Purchases by VCU and/or a member of the Consortium from Contractor shall be executed on a standard Contractor Order Form. Each purchase will be exclusively governed by the terms and conditions of the Contract.

Each VHEPC member shall execute Order Forms under its own legal entity, and for the purposes of such Order Forms shall be referred to as "Customer" or "T2 Systems"

- D. INVOICING: All invoices will reflect the VCU Purchase Order number and will be emailed to [VCU.Invoices@trustflowds.com](mailto:VCU.Invoices@trustflowds.com) or mailed to Accounts Payable, Box 3985, Scranton, PA 18505.

For additional information regarding proper invoicing practices follow the link below.

[\\*\\*\\*\\*\\*procurement.vcu.edu/for-suppliers/vendor-invoicing--payment/](http://procurement.vcu.edu/for-suppliers/vendor-invoicing--payment/)

ACCEPTANCE OF VCU PURCHASE ORDERS: The Contractor will provide a detailed statement of work prior to any project summarizing specific services, deliverables, delivery dates, and cost. Each Party will do so without introducing additional terms or conditions and will not require the other Party to sign any separate agreements. Any additional terms or conditions will be agreed upon in writing between the Parties.

- F. NOTICES: All notices, requests, demands and other communications which are required or permitted to be given under this Agreement shall be in writing or in email form and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, to the respective Party hereto.

#### **CONTRACTOR**

T2 Systems, Inc  
Attn: Jeri Baker  
8900 Keystone Xing Ste 700  
Indianapolis, Indiana 46240-4697  
(317) 524-2170

#### **VCU**

Virginia Commonwealth University  
Procurement Services  
Attn: John McHugh  
912 West Grace Street, 5<sup>th</sup> Floor  
Richmond, VA 23284  
Phone: (804) 828-1070

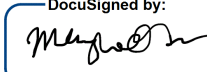
3. All other terms and conditions of the PASSHE contract CW18955 referenced above shall remain in full force and effect.

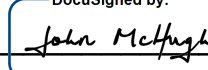


IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed intending to be bound thereby.

**T2 SYSTEMS, INC.**

**VIRGINIA COMMONWEALTH UNIV.**

By:  \_\_\_\_\_  
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By:  \_\_\_\_\_  
DocuSigned by:  
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**Name: Maggie Vercoe**

**Name:** \_\_\_\_\_ John McHugh

**Title: Senior VP, Customer Experience**

**Title** \_\_\_\_\_ Director of Procurement Service

**Date:** \_\_\_\_\_ 07/23/24

**Date:** \_\_\_\_\_ 9/9/2024

**BRIDGE AGREEMENT  
#: VCU-IT-5115**



## Flex<sup>®</sup> Software Subscription Addendum

THIS FLEX<sup>®</sup> SOFTWARE SUBSCRIPTION ADDENDUM (“ADDENDUM”) GOVERNS THE PROVISION AND USE OF THE FLEX<sup>®</sup> SOLUTION AND SERVICES PURCHASED BY VIRGINIA COMMONWEALTH UNIVERSITY (“CUSTOMER”) FROM T2 SYSTEMS, INC. (“T2 SYSTEMS”).

1. **BACKGROUND.** The parties have entered into a Bridge Agreement (“Agreement”) with Effective Date July 1, 2024. This Addendum is incorporated into and subject to the terms of the Agreement and the terms of the Agreement are incorporated herein. To the extent of any conflict between the terms of this Addendum and the Agreement, the terms of the Addendum shall control.
  
2. **DEFINITIONS.** In this Addendum:
  - (a) **“Authorized Purposes”** means Customer’s use of the Software for the Customer’s internal parking business operations.
  - (b) **“Authorized Concurrent Users”** means the Customer’s users authorized to access and use the Software up to the permitted number of authorized users as set forth in the Quote.
  - (c) **“Client Components”** means components of the Software, which T2 Systems makes available for downloading by Authorized Concurrent Users onto a personal computer or other personal electronic storage device solely for Authorized Purposes.
  - (d) **“Effective Date”** means the date set forth below as the executed date.
  - (e) **“Technical Support”** means:
    - Assistance with upgrading T2 Flex<sup>®</sup> Software
    - Assistance with upgrades to Oracle database releases
    - Assistance with installation of Oracle patches
    - Access to Crystal Reports library of 400+/- reports
    - Authorized Concurrent Users may participate in on-line T2 Systems training on Software upgrades
    - Database rebuilds or repairs
  - (f) **“Guaranteed Minimum Commitment”** means the remainder of the current annual Subscription Fee once each annual term commences.
  - (g) **“Hardware Error”** means a defect in the Hardware that prevents Authorized Concurrent Users from accessing the Software through the Hardware.
  - (h) **“Hardware Fee”** means the fee set forth in the Quote. The Hardware Fee is subject to change as provided in 8(b).
  - (i) **“Hosting Services Fee”** means the fee set forth in the Quote for the initial term of the Hosting Services. The Hosting Services Fee is subject to change as provided in 8(b).
  - (j) **“Hosting Services”** means that T2 Systems will install, operate, and maintain the Software on the Hosting System, and provide to Customer access to the Hosting system sufficient for Customer to exercise its subscription rights granted herein and for the Authorized Concurrent Users to communicate with, access and use the Software by way of the Internet.
  - (k) **“Hosting System”** means the computer and network equipment owned and maintained by T2 Systems or its designated third party and the operating software licensed by T2 Systems or its designated third party.
  - (l) **“Installation Date”** means the date the Software goes into production mode or the date a Software application is downloaded for use by the Customer.



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- (m) **“Professional Services Fee”** means the fee set forth in the Quote for the initial term of the Professional Services. The Professional Fee is subject to change as provided in 8(b).
- (n) **“Remote Access Equipment”** means the equipment necessary for Customer to access the Hosting System via the Internet. The Remote Access Equipment is to be provided by Customer.
- (o) **“Subscription Fee”** means the Subscriptions as set forth in the Quote. The Subscription Fee for the terms after the initial Subscription Term may be changed as provided in 8(b).
- (p) **“Subscription Term”** means the Initial Term and all renewal terms.
- (q) **“Software”** means T2 Flex® and all related T2 Flex® software applications and components as specified in the Quote.
- (r) **“Subscriptions”** means the Software services subscribed to hereunder.
- (s) **“Quote”** means the document executed by T2 Systems and Customer which is referenced herein.
- (t) **“Time and Materials Basis”** means an hourly basis at the rate specified in the Quote, together with reimbursement of expenses.

All other terms defined in this Addendum shall have the meanings ascribed thereto. Capitalized terms used in this Addendum that are not otherwise defined in this Addendum have the meaning set forth in the Agreement.

### 3. SOFTWARE SUBSCRIPTION.

- (a) **Software Subscription.** T2 Systems grants to Customer a non-exclusive right to use the Software for its Authorized Concurrent Users, as set out on the Quote. T2 Systems grants the Subscription(s) for the Authorized Purposes and no other purposes. At no time may the number of Authorized Concurrent Users for access to the Software exceed the number specified on the Quote. T2 Systems has the right to monitor the number of Authorized Concurrent Users. Customer may increase the number of Authorized Concurrent Users upon payment of the applicable fees.
- (b) **Term.** The Subscriptions granted in this Addendum are for the term specified in 9(a).
- (c) **Warranty of Functionality.** T2 Systems warrants to Customer beginning from the date T2 Systems installs the T2 Flex® Software, for the Subscription Term of the Agreement, the Software will provide at least the functionality contained in the then-current product literature as posted on T2 Systems’ corporate website, and will perform without errors which would significantly affect its ability to provide that functionality. This warranty is contingent upon Customer advising T2 Systems of any failure of the T2 Flex® Software to perform within ninety (90) days after the Installation Date or download date. The notice to T2 Systems shall specifically identify the error or errors. T2 Systems’ services in connection with the correction of the errors shall be provided without charge to Customer. The Software will remain in compliance with current Payment Card Industry security standards at all times.

### 4. HARDWARE.

- (a) **Applicability.** The provisions of this Section 4 apply only if Quote states that T2 Systems or an authorized T2 Systems distributor will sell hardware (the “Hardware”) and related software. In addition, the provisions of Section 4 only apply to Hardware purchased through T2 Systems or an authorized T2 Systems distributor.
- (b) **Hardware Warranty.** T2 Systems warrants to the Customer that the Hardware will be free from defects in workmanship and materials, under normal use, for one (1) year from the date the Hardware is delivered.
- (c) **Exclusive Remedy.** Customer will notify T2 Systems should a Hardware Error occur during the warranty period. Customer’s sole and exclusive remedy shall be, at T2 Systems’ sole option and





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expense, to repair or replace the Hardware parts which have been found to be defective. At T2 Systems' sole discretion, parts may be repaired as opposed to being replaced. T2 Systems may replace parts with others of like kind and quality. T2 Systems will provide service at any T2 Systems service center or at such other location as may be designated by T2 Systems. Customer agrees to follow the Return Materials Authorization Process as set forth in 4(g).

- (d) **Hardware Repair Limitations.** T2 Systems' liability for Hardware repairs under this Addendum shall be limited to the actual cash value of the Hardware in operating condition at the time of the claim. Except as otherwise expressly agreed by T2 Systems, nothing herein shall obligate T2 Systems to repair or replace aesthetic or structural items including, but not limited to, damage to the case or screen from dropping, warping of any kind to housing, case or frame of the Hardware. Customer agrees that it is responsible for repair costs associated with worn out or damaged touch screens or LCD modules. This Addendum only applies to the operation of the Hardware under the conditions for which it was designed, and does not cover damage resulting from external causes such as, but not limited to, damage resulting from a collision with any object or from fire, flooding, sand, dirt, windstorm, hail, earthquake, damage from exposure to weather conditions not anticipated or contemplated by the manufacturer's specifications, battery leakage, theft, misuse, abuse, damage from failure of, or improper use of, any electrical sources or connection to other products not recommended for interconnection by the Hardware manufacturer. Customer shall perform all preventative maintenance recommended by the Hardware manufacturer to maintain the Hardware in operating condition and Customer agrees that any loss or damage resulting from the failure to provide the Hardware manufacturer's recommended maintenance is not covered by this Addendum.
- (e) **Obsolete Hardware.** While it is T2 Systems' intention to support Hardware for as long as is technically and financially feasible, T2 Systems reserves the right to discontinue maintenance and support of obsolete Hardware six (6) months after providing written notice to Customer. After that time, T2 Systems will offer repair services at the then-current standard rates for time and materials for the obsolete Hardware so long as parts and labor are reasonably available.
- (f) **Engineering Modifications.** All products of T2 Systems are subject to design and/or appearance modifications which are production standards at the time of shipment. T2 Systems may, but shall not be required, to, modify, or update products shipped prior to a current production standard.
- (g) **Return Materials Authorization (RMA) Process.** In the event that Customer experiences a malfunction with respect to the Hardware, Customer shall call T2 Systems technical support in order to determine the cause of the malfunction. If T2 Systems technical support determines that the Hardware does require service, the technician will instruct Customer as to the proper return procedure. A Return Material Authorization Number (RMA) must be obtained before product is returned. Customer shall return the damaged Hardware, together with a description of the malfunction, to T2 Systems or other service location as directed by the T2 Systems technician. Customer shall remove the Flash ROM or RAM cards prior to shipping the Hardware to the appropriate T2 Systems service center. Customer is responsible for all freight and insurance charges inbound to the service center. T2 Systems is responsible for all freight and insurance charges outbound from the service center. T2 Systems is not responsible for removal, installation, or any incidental expenses incurred in replacing the defective item.
- (h) **Restocking Fee for Returned Hardware.** The Customer may return Hardware within thirty (30) days of delivery if the Hardware is in an unsoiled, undamaged, new, and re-saleable condition. T2 Systems charges up to a twenty five percent (25%) restocking fee on all Hardware that is returned unless the delivered Hardware is damaged or found malfunctioning upon arrival by Customer. A credit will be issued to the Customer thirty (30) days only after the Hardware is inspected and determined by T2 Systems to be in unsoiled, undamaged, new and re-saleable condition. The Customer will pay for all freight charges to T2 Systems' designated facility.



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- (i) The remedies set forth in this Section 4 are Customer's exclusive remedies related to the Hardware. T2 Systems' entire liability shall be limited to replacement, repair, or refund of the purchase price paid, at T2 Systems' option.

## 5. HOSTING SERVICES.

- (a) Software Installation. T2 Systems shall install the Software on the Hosting System.
- (b) Access. In consideration of the payment of the Hosting Services Fee, T2 Systems will provide Customer access to the Software via the Hosting Services and Hosting System. Customer may access the Hosting System using Customer's Remote Access Equipment. T2 Systems shall undertake commercially reasonable efforts to provide Customer with consistent service in a shared hardware environment sufficient to access the Software on T2 Systems Application Server through the Internet twenty-four (24) hours per day, seven (7) days per week, except for scheduled routine maintenance performed. T2 Systems shall monitor T2 Systems' Application Server and undertake commercially reasonable efforts to restore promptly all failures of service at no additional charge to Customer. Customer shall be solely responsible for (i) providing Internet devices and supported browsers, and (ii) Internet connections, at Customer's sole cost and expense.
- (c) Hours of Operation. Generally, connectivity will be available seven (7) days per week, twenty-four (24) hours per day. Customer's access is subject to outages for scheduled maintenance activities and outages attributable to failure of the Customer's telecommunications provider to provide an Internet connection. Whenever practical, scheduled maintenance activities will be performed outside the hours of 8:00 a.m. and 8:00 p.m. EST. Notice of scheduled maintenance shall be posted on the T2 Communities at <https://t2systems.force.com/Customer/s/>
- (d) Maintenance and Updates. T2 Systems shall provide maintenance for the Hosting System, including updates and patches and shall install any updates or enhancements for the Software to its Customers.
- (e) Passwords and Security. Customer is responsible for the confidentiality of its passwords and Authorized Concurrent User IDs for the use of the Software on the Customer's Remote Access Equipment. Customer acknowledges that it will be responsible for all liabilities incurred through use of any password assigned to Customer, and that any transactions under Customer's password will be deemed to have been performed by Customer.

## 6. PROFESSIONAL SERVICES.

- (a) Applicability. The provisions of this Section 6 apply if the Quote states that T2 Systems will provide additional technical, development or installation services in association with this Agreement (collectively, the "**Professional Services**") a description of which shall be set out in a Statement of Work, executed by T2 Systems and the Customer which is incorporated and referenced hereto. Subject to payment by Customer of any Subscription Fee which is due, T2 Systems grants to Customer a non-exclusive right to use the Software and any additional enhancements or customization in connection with the use of the Software.
- (b) Software Development. If the Customer determines that the Software requires additional enhancements or customization, T2 Systems shall provide a Quote for development services relating to software development on a time and materials basis.
- (c) Correction of Professional Services Errors. Customer shall notify T2 Systems within thirty (30) days' time after T2 Systems advises Customer of its completion of the work if the Professional Services do not execute in accordance with the Customer's specifications. The notification shall include the detailed variances and information necessary for T2 Systems to verify the variances. T2 Systems, upon receipt of the notification and verification of the detailed variances, shall modify the work so



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that it shall conform to the Customer specifications. The passage of the thirty (30) day period after T2 Systems advises the Customer that the work is completed without the notification described herein shall constitute final satisfaction of the express warranty and the warranty period described above.

## 7. TECHNICAL SUPPORT.

- (a) Technical Support Services. T2 Systems offers the Customer technical support as described in Section 2(g).
- (b) Technical Support Hours. T2 Systems offers Technical Support from 8:00 a.m. EST to 8:00 p.m. EST Monday through Friday excluding holidays.
- (c) Updates and Enhancements. To the extent that T2 Systems releases an updated or enhanced version of the Software during the Subscription Term, T2 Systems will make the updated version of the Software available for download at no additional charge.
- (d) Technical Support Exclusions. T2 Systems will not be responsible for failure to correct a problem to the extent that T2 Systems is unable to replicate the problem, or if the problem is caused by: (i) misuse of the Software, (ii) failure by Customer to utilize compatible computer and networking hardware and software, (iii) interaction with software or firmware not provided by T2 Systems, (iv) any change in applicable operating system software, or (v) the failure of Customer to install updates to the Software provided by T2 Systems. A Customer who is not current with their payment of Subscription Fees pursuant to Section 8, will not be eligible for technical support. In any such event, T2 Systems will advise Customer and, upon request, will provide such assistance as Customer may reasonably request with respect to such problem at T2 Systems' then-current standard rates for time and materials.
- (e) Cooperation. Customer acknowledges (i) that certain services or obligations of T2 Systems hereunder may be dependent on Customer providing certain data, information, assistance, or access to Customer's systems, (collectively, "**Cooperation**"), and (ii) that Cooperation may be essential to the performance of such services by T2 Systems. The parties agree that any delay or failure by T2 Systems to provide services hereunder which is caused by Customer's failure to provide timely Cooperation reasonably requested by T2 Systems shall not be deemed to be a breach of T2 Systems' performance obligations under this Addendum.
- (f) Supported Versions of Software. T2 Systems requires all T2 Flex<sup>®</sup> Software and applications to be the current or next most recently released versions. T2 Systems reserves the right to upgrade any T2 Systems hosted T2 Flex<sup>®</sup> version with twenty four (24) hour notice to the Customer. Notice may be provided via email or phone.

## 8. PAYMENT.

- (a) Fees. The Subscription Fee, Hosting Services Fee, Professional Services Fee, any additional agreed upon fees (collectively, the "**Subscription Service Fees**") and Hardware Fees shall be payable according to the terms set forth in the Quote once the Customer receives access to the licensed Product. Partial periods shall be prorated. Notwithstanding anything to the contrary contained herein, if this Addendum is terminated by T2 Systems for cause or by Customer for convenience prior to the expiration of the Guaranteed Minimum Commitment (as set forth in the Quote), the unpaid balance for the Guaranteed Minimum Commitment shall accelerate and be due and payable in full immediately.
- (b) Change in Fees. After the Initial Term, T2 Systems will increase the Subscription Fee and the Hosting Services Fee and any additional agreed upon fee by up to five percent (5%) percent per year.





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- (c) Invoices. Subscriptions Fees and Hosting Services Fees are generally invoiced on an annual basis in advance. Invoices for payment of amounts due to T2 Systems under this Addendum shall be itemized in reasonable detail. If Customer does not dispute any part of an invoice, Customer shall pay the amounts due within thirty (30) days of receipt. If Customer disputes one or more items of an invoice, Customer shall: (i) pay T2 Systems within thirty (30) days of receipt of the invoice the amounts for items not disputed; and (ii) notify the Finance Department of T2 Systems within those thirty (30) days in writing of its dispute of one or more items of the invoice, identifying the item or items in dispute and setting forth in reasonable detail the basis for each dispute. Failure to so notify the Finance Department of T2 Systems of each item in dispute and the basis therefore shall be deemed acceptance of those items, and Customer shall pay T2 Systems therefore.
- (d) Failure to Make Payment. If Customer fails to make any payments within thirty (30) days after the amount is due pursuant to this Addendum, then the amount, without the necessity of any notice or action by T2 Systems shall become due and payable together with interest thereon from the date of nonpayment at twelve percent (12%) per annum or the highest rate permitted by law and with reasonable attorneys' fees and other costs of collection. The non-exclusive Subscription granted pursuant to this Addendum may be terminated by T2 Systems upon thirty (30) days prior written notice in the event Customer fails to make any payments when due under this Addendum.
- (e) Payment by Automated Clearing House. Customer shall make payment to T2 Systems by Automated Clearing House debit, check or credit card in the amount payable hereunder. Furthermore, Customer agrees to submit such payment to T2 Systems so that payment is received by T2 Systems on or before the Subscription Fee due date. If paid by credit card, the Customer acknowledges a convenience fee may be applied as applicable by State law.

## 9. TERM AND TERMINATION.

- (a) Term. The term of the Subscriptions granted in Section 3 and the provision of support under Section 7 shall commence once the Customer receives access to the licensed Product for the period set forth in the Quote ("**Initial Term**"). This Addendum will be automatically renewed for an additional term of one (1) year effective immediately after the expiration of any then current term, unless T2 Systems or Customer gives written notice of non-renewal to the other party at least sixty (60) days in advance of the expiration of the then-current term.

If the Customer delays installation beyond the timeline in the Statement of Work, the Customer may incur additional installation fees. If a delay in installation is caused by T2 Systems, the initial term of this Addendum shall commence at the date the Software is installed and the Customer executes the installation verification acknowledgement.

- (b) Reengagement. When a project does not stay on the agreed upon schedule as defined in a mutually agreed upon project plan because the Customer did not meet its deliverables, or if the Customer requests a new date after a committed date has been scheduled, the Customer will be responsible for the payment of:
  - 1. All Professional Services Fees completed to date.
  - 2. All hard costs, including incurred travel and travel expenses.
  - 3. Any rebooking fees.
  - 4. A reengagement fee of twenty percent (20%) of the originally quoted Professional Services Fees.

A reengaged project will not begin until the above amounts are paid by the Customer. Any necessary rework (repeat of training, additional data samples, additional PM hours) would be billed at the reengaged project.



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Upon written notice to T2, if the Customer does not reengage the project, the Agreement shall terminate in accordance with Section 9(c).

- (c) **Termination.** Customer may terminate the Subscriptions granted in this Addendum, any Technical Support, Professional Services, and Hosting Services by notice of non-renewal given in accordance with Section 9(a) or by notice given in accordance with the provisions of the Agreement.

If Customer does not provide the required sixty (60) days notice, Customer will be subject to pay additional fees, including any unpaid amounts within ten (10) days from the agreed termination date. Additional fees may include T2 expenses already paid to its vendors for services under this Addendum. Customer agrees to pay all additional fees within ten (10) days of the agreed termination date. T2 Systems, at its sole option, may withhold returning Customer Data and providing any transitional support until the additional fees are paid.

T2 Systems may terminate the Subscriptions granted in this Addendum and any support under Section 7 by notice of non-renewal given in accordance with Section 9(a), or upon fifteen (15) days prior written notice in the event Customer uses the Software in a manner not permitted under the Addendum.

Nothing in this Addendum or any other agreement between the parties shall prohibit T2 Systems from contracting with, or providing Hardware, Software or Services to any other party to service the same end users contemplated by this Addendum.

- (d) **Return of Materials.** Upon termination or expiration of this Addendum, Customer shall destroy all copies of the Software and any other materials received from T2 Systems and submit to T2 Systems a written statement certifying that through Customer's best efforts, and to the best of Customer's knowledge, all copies of the Software including all copies of Client Components, and any other materials received from T2 Systems, have been destroyed.
- (e) **Return of Customer Data.** Upon termination or expiration of this Addendum, T2 Systems shall, at Customer's request, return two (2) sets of Customer's data in an Oracle standard database export format. Any special requests for a different format or additional data dumps can be provided for an additional cost to the Customer.
- (f) **Outstanding and Future Payment Obligations.** All payment obligations between the parties that are outstanding as of the effective date of termination, or which accrue hereunder prior to the effective date of termination or which accrue for services that are completed after the effective date of termination shall survive the termination of this Addendum.

## **10. RESTRICTIONS ON USE OF THE SOFTWARE.**

- (a) **No Distribution.** Customer may not distribute or sublicense the Software to any person.
- (b) **No Sublicense. Persons Authorized to Use.** Customer may not resell accounts or sublicense persons to use the Software other than Authorized Concurrent Users.
- (c) **No Reverse Engineering.** Customer agrees that it will not create or attempt to create or permit others to create or attempt to create, by reverse engineering or otherwise, the source programs for the Software or any part thereof from the object program or from other information made available under the Agreement (whether oral, written, tangible or intangible). The Addendum does not give Customer the right to have access to any source code for the Software.
- (d) **Passwords.** Customer shall not: (i) transmit or share identification and/or password codes to persons other than the Authorized Concurrent Users for whom such codes were generated; (ii) permit Authorized Concurrent Users to share identification and/or password codes with others; or



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(iii) permit the identification and/or password codes to be cached in proxy servers and accessed by individuals who are not Authorized Concurrent Users.

**11. MISCELLANEOUS.**

- (a) **Survival.** The provisions of Sections 5(e), 8(c), 9(d), 9(f), 10, and 11(b) and all obligations of Customer to pay or reimburse T2 Systems for any amounts arising under this Addendum, shall survive any termination of either this Addendum or the non-exclusive subscription granted hereunder.
- (b) **Entire Agreement.** This Addendum (including the Quote and SOW) and the Agreement constitute the entire agreement between the parties hereto with regard to the Software, the Hosting Services, any Professional Services, any support of the Software and supersedes all prior written and oral agreements, purchase orders, representations, understandings, promises, descriptions or other communications between the parties regarding the Addendum Services.



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## DIGITAL IRIS SOFTWARE ADDENDUM

THIS DIGITAL IRIS SOFTWARE ADDENDUM ("ADDENDUM") GOVERNS THE PROVISION AND USE OF THE DIGITAL IRIS SERVICES, WIRELESS DATA SERVICES, AND DIGITAL IRIS RELATED SUPPORT SERVICES PURCHASED BY VIRGINIA COMMONWEALTH UNIVERSITY ("CUSTOMER") FROM T2 SYSTEMS CANADA INC. ("T2C").

1. **BACKGROUND.** Customer and T2 Systems, Inc. have entered into a Bridge Agreement ("Agreement") with Effective Date July 1, 2024. T2C is an affiliate of T2 Systems, Inc. and is entitled to enter into this Addendum under the Agreement. This Addendum is incorporated into and subject to the terms of the Agreement and the terms of the Agreement are incorporated herein. To the extent of any conflict between the terms of this Addendum and the Agreement, the terms of the Addendum shall control.
2. **DEFINITIONS.** In this Addendum:
  - (a) **"Activation Date"** means the first date that each pay station unit is enabled by T2C to connect to the Addendum Services.
  - (b) **"Addendum Services"** means the Digital Iris Services, Wireless Data Services, Support Services, and/or any additional services provided under this Addendum.
  - (c) **"Effective Date"** means the date on which Customer first accepts this Addendum.
  - (d) **"Digital Iris Services"** means the hosted software subscribed to by Customer, to operate the T2C pay station(s) and any optional services as set out in the Quote(s).
  - (e) **"Fees"** means the fees for the Addendum Services as set out in the Quote(s), and any other amounts payable under this Addendum, as calculated from the Activation Date.
  - (f) **"Non-Conformity"** means the failure of the Digital Iris Services software to perform according to the Documentation.
  - (g) **"Point of Access"** means T2C's border router(s) which is (are) used to establish connectivity from the T2C Hosting System to T2C's Internet service provider and the public Internet.
  - (h) **"Quote(s)"** means the quote forms executed by Customer from time to time setting out the details of the Addendum Services subscribed to by Customer, including applicable fees, which upon execution by Customer will be incorporated by reference into and form an integral part of this Addendum.
  - (i) **"Support Services"** means services included with the initial warranty period for T2C pay stations, or services added on after the initial warranty period expires. Services are detailed in the Pay Station – Software and Hardware – Warranty and Support document.
  - (j) **"System Availability Period"** means in respect to the Digital Iris Services, twenty-four (24) hours per day, seven (7) days per week excluding any System Maintenance Window.
  - (k) **"System Maintenance Window"** means in respect to the Digital Iris Services, scheduled maintenance windows during which Digital Iris Services access will not be available to Customer due to required system maintenance, upgrades, and other hosting requirements.
  - (l) **"T2C Hosting System"** means, in respect to the Digital Iris Services, the entire physical operation(s), located at the T2C facilities designated by T2C from time to time to host the Digital Iris Services, including all networks and servers, hardware and software utilized in the provision of the Digital Iris Services located behind the Point of Access.
  - (m) **"Wireless Data Services"** means the third party wireless data services, if any, purchased by Customer from T2C for the purpose of enabling communications between the T2C Hosting System and Customer's parking pay stations.



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All other terms defined in this Addendum shall have the meanings ascribed thereto. Capitalized terms used in this Addendum that are not otherwise defined in this Addendum have the meaning set forth in the Agreement.

3. **TERM.** This Addendum shall commence on the Effective Date and remain in full force and effect until terminated in accordance with its terms. This Agreement will be automatically renewed for an additional term of one (1) year effective immediately after the expiration of any then current term, unless T2C or Customer gives written notice of non-renewal to the other party at least sixty (60) days in advance of the expiration of the then-current term.

4. **DIGITAL IRIS SERVICES.**

- (a) Subject to the terms of this Addendum, T2C will supply the Digital Iris Services subscribed to by Customer, and Customer is granted a limited, non-exclusive, non-transferable right to access and use Digital Iris Services software, solely as necessary for Customer's use of the Digital Iris Services for its internal business purposes.
- (b) T2C will provide Customer with one (1) administration account (login and password) to access the Digital Iris Services on the T2C Hosting System.
- (c) T2C will provide the Digital Iris Services in accordance with the following standards:
- (i) T2C is classified under the PCI Security Standards as a Level 1 Service Provider. The Digital Iris Services will remain in compliance with current PCI security standards at all times;
  - (ii) T2C will be responsible for delivery of access to the Digital Iris Services on the T2C Hosting System only up to and including the Point of Access, and is not responsible for any failure due to Customer's telecommunications connections, facilities (including internal local area networks (LAN)) or local infrastructure;
  - (iii) T2C will use all reasonable efforts to ensure the Digital Iris Services will be available during the System Availability Period;
  - (iv) Scheduled System Maintenance Windows are outlined in T2 Communities;
  - (v) T2C shall have the right to implement updates and upgrades to any software used in providing the Digital Iris Services, in its sole discretion;
  - (vi) T2C will respond to incidents that have been reported by Customer within the response times set out in the Pay Station – Software and Hardware – Warranty and Support document and
  - (vii) in the event of a T2C Hosting System failure, T2C will use commercially reasonable efforts to complete data recovery requests using the most recent version of the backup data, databases, applications and configuration pieces required to restore Customer Data.

5. **RESTRICTIONS ON USE OF DIGITAL IRIS SERVICES.**

- (a) Customer shall use the Digital Iris Services only for the parking pay stations identified in the Quote(s), and only in accordance with the Documentation and any other instructions issued by T2C from time to time. Failure to use the Addendum Services in accordance with instructions provided by T2C may result in failure of all or any part of the Addendum Services, and/or accidental loss of data or data integrity. If Customer does not understand the requirements for the proper use of the Digital Iris Services, Customer must contact T2C for additional information.
- (b) Customer may make copies of the Documentation solely for its own internal purposes in conjunction with its use of the Digital Iris Services. Copyright and other proprietary rights in the Documentation shall remain vested in T2C. Customer may not remove any title, trademark,





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copyright and/or restricted rights or proprietary notices or labels from, or otherwise modify the Documentation, and all copies of the Documentation must include all such notices and labels.

- (c) Customer shall restrict access to the Digital Iris Services to its employees or contractors, solely as required for its internal business purposes. Without limiting the generality of the foregoing, Customer may not sell, rent, loan or otherwise grant any rights in or to the Digital Iris Services, or permit any other party to do so.
- (d) Customer agrees not to:
  - (i) introduce any kind of malware, including but not limited to viruses, worms, Trojan horses or other harmful code that may damage the operation of the Digital Iris Services or the T2C Hosting System;
  - (ii) use the Digital Iris Services in any manner which could damage, disable, overburden or impair any part of the T2C Hosting System, or interfere with any other customer's ability to use the Digital Iris Services or the T2C Hosting System;
  - (iii) attempt to gain access to other customers' accounts through any manner of hacking or password mining or other means;
  - (iv) attempt to embed the Digital Iris Services within another website;
  - (v) attempt to use such methods as SQL Injection, Cross Site Scripting, Remote File Inclusion, Cross Site Request Forgery and any other methods not authorised by T2C to gain access to the T2C Hosting System or the Digital Iris Services;
  - (vi) attempt a Denial of Service ("**DOS**") attack of any kind;
  - (vii) use the Digital Iris Services or the T2C Hosting System to transmit SPAM, junk email or other unsolicited email of any kind; or
  - (viii) in connection with the Addendum Services, engage in conduct that would constitute a criminal or quasi-criminal offense, that could give rise to civil liability, intellectual property rights infringement, or privacy rights violations, or that would otherwise violate any applicable local, provincial, state, federal or international law, or accepted Internet protocol.

## 6. WIRELESS DATA SERVICES.

- (a) If purchased by Customer, T2C will provide the Wireless Data Services, supplied by T2C's underlying third party wireless data services carrier, to Customer. Customer acknowledges and agrees that (i) Customer has no contractual relationship with the third party wireless data services carrier, (ii) Customer is not a third party beneficiary of any agreement between T2C and the carrier, and (iii) that the wireless data services carrier shall have no liability of any kind whatsoever to Customer, or any party deriving rights through Customer, whether for breach of contract, warranty, negligence, strict liability, tort, or otherwise.
- (b) Customer shall use the Wireless Data Services only in connection with the Digital Iris Services and parking pay stations identified in the Quote(s).
- (c) Customer agrees that it will at all times comply with and abide by all terms and conditions established by T2C for the use of and access to the Wireless Data Services and acknowledges that the Wireless Data Services may be restricted or cancelled by T2C or the underlying data services carrier if there is a reasonable suspicion of abuse or fraudulent use of the services.
- (d) Customer may not resell the Wireless Data Services to any other person(s).



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- (e) Customer has no property right in any wireless number assigned to it in connection with the Wireless Data Services and understands that such number can be changed.
- (f) Customer will provide T2C with prompt notice of any suspected abuse or fraudulent use of the Wireless Data Services of which it becomes aware.

**7. T2 SECUREPAY.** If purchased by the Customer, T2C will deliver a PCI-P2PE device to an authorized recipient identified by the Customer. The device(s) accepts EMV and Mag-Stripe transactions over a P2PE connection but does not require the customer to fully comply with PCI-P2PE regulations to operate. T2C does not audit, enforce, or create PCI-P2PE procedures for T2 SecurePay Customers. The Customer is responsible for ensuring its own PCI-P2PE compliance. PCI-P2PE compliance is an additional step that significantly reduces the scope for PCI-DSS for additional security measures required by the Customer to maintain its own PCI-DSS compliance. T2C is not liable for any Customer misuse, handling, tracking, storage, record keeping or improper installations of the device(s) and is not required or responsible to replace any device(s) that cannot be validated to achieve PCI-P2PE compliance.

**8. SOFTWARE MAINTENANCE SERVICES.**

Software Maintenance Services include updates to Digital Iris Services, access to new General Availability (“GA”) software and peripheral firmware updates, where applicable. E-Mail and help desk ticket-based customer support for GA software troubleshooting and review of pay station log files for analysis of software behavior and performance are detailed below:

- (a) New features and bug fixes may be requested but are not guaranteed to be developed or added to a future software release. T2C is under no obligation to develop custom software.
- (b) T2C will notify Customers when new software is available for GA. Deployment of software releases is the responsibility of the Customer and is the Customers responsibility to download the software, complete any self-directed testing and install the software onto the pay station(s).
- (c) The Software Maintenance Services is included with a Digital Iris Services subscription. Software Maintenances cannot be separated from Digital Iris Services.
- (d) Subscription to Software Maintenance Services does not permit the Customer to resell to any other entity or install the software on any system that T2C has not authorized.
- (e) Software Maintenance Services cover only T2C GA approved software versions with a GA date of no more than two (2) years old at time of contacting customer support for assistance.
- (f) Hardware warranty support is not included with this service.
- (g) Software Maintenance Services is assigned to T2C products by serial number and cannot be transferred.
- (h) The services listed below are not covered under the Software Maintenance Services and will be charged separately on a time and material basis at T2C’s then standard rates:
  - i. Installation / upgrade field services.
  - ii. Backup and recovery of software, other computer programs, or data.
  - iii. On-site services.
  - iv. System restoration (i.e. reloading of software, and data).
  - v. Additional copies of software media.
  - vi. Training queries and consulting services.



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1. **Firmware Updates.** Firmware support is available for device level software including printers, bill acceptors and coin acceptors. Firmware updates will be available via a download utility for installation by Customer. T2C will provide remote installation assistance where required.

Spare parts replacements can include installed firmware and where possible, the firmware version in the installed parts will be set at the same version level as the parts replaced. Otherwise, the firmware will be set to the T2C approved version.

2. **Chargeable Firmware Upgrades.** Chargeable firmware upgrades will be billed on a time and material basis, together with installation support and includes:
  - i. firmware upgrades for new currency releases issued by governments.
  - ii. firmware releases which add optional improvements to equipment.
  - iii. on-site assistance required by the Customer to install downloadable firmware upgrades.

9. **SUPPORT SERVICES.** T2C will provide the Support Services in accordance with the Pay Stations – Software and Hardware – Warranty and Support document, as amended from time to time. Support Services are limited to those set out in the document, and expressly exclude any additional services required to correct any Non-Conformities. Any additional technical support not under warranty may be agreed by T2C on a case-by-case basis and shall be charged on a time and materials basis at T2C's then-standard rates.

#### 10. **PAYMENT AND INVOICING.**

- (a) Customer agrees to pay to T2C the Fees plus all applicable taxes in accordance with this section.
- (b) The first invoice will be issued on or about the Activation Date. Fees for the first term outlined on the Quote(s) will be prorated to reflect such date. Except as otherwise set out in the Quote(s), T2C will issue invoices for Fees thirty (30) days in advance of each term renewal date. Payment terms are net thirty (30) days from the date of invoice and payable to T2C as set out in the invoice.
- (c) Any additional Services subscribed to by Customer will be outlined on an invoice issued by T2C at the time of the Service activation. Such additional fees will be prorated through to the end of the Customer's then current billing term. All subsequent fees will appear on the Customer's invoice in accordance with Section 9(b) above.
- (d) Customer access to the Digital Iris Services granted pursuant to this Addendum may be terminated by T2C upon thirty (30) days prior written notice in the event Customer fails to make any payments of Fees when due under this Addendum. If Digital Iris Services are terminated for non payment, T2C has the right to charge a reactivation fee per pay station if Digital Iris Services are subsequently reinstated.
- (e) **Failure to Make Payment.** If Customer fails to make any payments within thirty (30) days after the amount is due pursuant to this Addendum, then the amount, without the necessity of any notice or action by T2C shall become due and payable together with interest thereon from the date of nonpayment at twelve percent (12%) per annum or the highest rate permitted by law and with reasonable attorneys' fees and other costs of collection. The non-exclusive Subscription granted pursuant to this Addendum may be terminated by T2C upon thirty (30) days prior written notice in the event Customer fails to make any payments when due under this Addendum.



## 11. CUSTOMER LIABILITY.

- (a) Customer shall be solely responsible for, and shall hold T2C, its third party suppliers, and their respective Representatives harmless from any loss, damage or liability arising in connection with:
  - (i) Customer's inputs, selection and use of the Addendum Services, and all data, reports, statements and other content transmitted, posted, received or created on the T2C Hosting System through Customer's account, even if transmitted, posted, received or created by a third party;
  - (ii) Customer's or its Representative's use, misuse, failure to use, or inability to use the Wireless Data Services or any other data services required for the use of the Digital Iris Services, including any abuse, fraudulent use or unauthorized access thereto; and
  - (iii) Any breach by Customer and/or its Representatives of any of the terms and conditions of this Addendum.

## 12. LIMITED WARRANTY.

- (a) Subject to the disclaimers and limitations in the Agreement, T2C warrants to Customer that, for the duration of this Addendum, the Digital Iris Services will substantially conform to the specifications set out in the Documentation, as revised by T2C from time to time.
- (b) The foregoing warranty shall not apply to Non-Conformities that result from any cause beyond the reasonable control of T2C including, but not limited to:
  - (i) Customer's failure to:
    - (A) prepare and maintain a technical environment that meets the specifications provided by T2C from time to time;
    - (B) provide necessary communications mechanisms (including connections to pay station units) as specified by T2C from time to time;
    - (C) maintain pay station units in good repair in accordance with T2C's recommendations and requirements for operation, maintenance and repair; or
    - (D) maintain pay station units with a T2C provided pay station software release no more than two (2) years old, if subscribed to the Software Maintenance Services.
  - (ii) the use of the Digital Iris Services in combination with apparatus, systems, products or services where such combination was not provided, proposed, recommended or approved by T2C, or contemplated in the Documentation;
  - (iii) unauthorized modifications or repairs to any equipment supplied by T2C (including pay station units) by Customer or any person not approved by T2C; or
  - (iv) failures relating to Customer's computing environment including, without limitation, electrical failure, Internet connection problems, communications problems, or data or data input, output, integrity, storage, back-up, and other external and/or infrastructure problems, which, as between Customer and T2C, shall be deemed to be under Customer's exclusive control and sole responsibility.
- (c) T2C shall have no responsibility and provides no representations or warranties with respect to any third party software or services, whether supplied in connection with this Addendum or otherwise.
- (d) If Customer notifies T2C in writing of a breach of the foregoing limited warranty, T2C shall, at its cost and expense, promptly, diligently and in good faith continue to completion, using commercially reasonable efforts accounting for the circumstances, the correction or bypassing, in T2C's reasonable discretion, of the Non-Conformity within the period required under the Support Services



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or such other period as may be mutually agreed by both parties depending on the nature and severity of the Non-Conformity.

### 13. TERMINATION.

- (a) Customer may terminate this Addendum by sending written notice to T2C at least sixty (60) days prior to the end of the then current term and such termination shall be effective on the term renewal date.
- (b) If Customer does not provide the required sixty (60) days notice, Customer will be subject to pay additional fees, including any unpaid amounts within ten (10) days from the agreed termination date. Additional fees may include T2C expenses already paid to its vendors for services under this Addendum. Customer agrees to pay all additional fees within ten (10) days of the agreed termination date. T2C, at its sole option, may withhold returning Customer Data and providing any transitional support until the additional fees are paid.
- (c) All unpaid amounts due in respect of the terminated Addendum Services up to and including the effective date of termination shall become immediately due and payable and such termination shall be effective as of the renewal date.
- (d) In the event of early termination of this Addendum by Customer, no credit will be issued for Addendum Services terminated prior to the end of the then current term.
- (e) Either party may terminate this Addendum if the other party breaches any of its representations or warranties, or any other material obligation under this Addendum, and fails to remedy such breach with thirty (30) days of receipt of notice from the non-breaching party.
- (f) Without limiting the foregoing, either party may terminate this Addendum on the same basis as set forth in Section 12(d) of the Agreement.
- (g) In addition, Customer may, upon written notice to T2C terminate (i) the Wireless Data Services and/or (ii) any of the individual Digital Iris Services excluding Software Maintenance Services, if T2C breaches any of its obligations in respect of the terminated Addendum Services and fails to cure such breach within thirty (30) days after receipt of a written request from Customer to do so.
- (h) Subscription to the Software Maintenance Services cannot be removed as an individual Digital Iris Service.
- (i) Customer can request in writing to T2C to add or remove a subscribed Digital Iris Service. T2C has thirty (30) days to process the request and update the Customer's subscribed services as requested.  
When a Customer is adding a subscribed Digital Iris Service, T2C will issue an invoice prorated to the date the service change was executed to match the existing Digital Iris Services billing cycle and terms. No credit will be issued for services removed between billing cycles.
- (j) Without limiting any other remedies available under this Addendum or the Agreement, at law or in equity, in the event of the termination of this Addendum or any of the Addendum Services for any reason:
  - (i) Customer may request T2C to provide a copy of all of Customer's data in a CSV file format at T2C's standard fee, as established by T2C from time to time; and
  - (ii) T2C may destroy, in its sole discretion, Customer's data remaining on the T2C System after either:
    - (A) receiving confirmation that Customer has a copy of any remaining data;
    - (B) providing Customer with a copy of any remaining data; or





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(C) Sixty (60) days after the expiration or termination of this Addendum.

(iii) Sections 5, 10, 11, 12, and 13(j)(ii) shall survive the expiration or termination of this Addendum until such time as the parties may agree to the release of the obligations contained therein.

**14. ENTIRE AGREEMENT.** This Addendum (including the Quote(s)) and the Agreement comprise the entire understanding and agreement between parties regarding the Addendum Services and supersedes all prior written and oral agreements, purchase orders, representations, understandings, promises, descriptions or other communications between the parties regarding the Addendum Services.



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## Pay Station Addendum

THIS PAY STATION ADDENDUM (“ADDENDUM”) GOVERNS THE PROVISION OF PAY STATIONS AND SOFTWARE MAINTENANCE SERVICE PURCHASED BY VIRGINIA COMMONWEALTH UNIVERSITY (“CUSTOMER”) FROM T2 SYSTEMS CANADA INC. (“T2C”).

1. **BACKGROUND.** Customer and T2 Systems, Inc. have entered into a Bridge Agreement (“Agreement”) with Effective Date July 1, 2024. T2C is an Affiliate of T2 Systems, Inc. and entitled to enter into this Addendum under the Agreement. This Addendum is incorporated into and subject to the terms of the Agreement and the terms of the Agreement are incorporated herein. To the extent of any conflict between the terms of this Addendum and the Agreement, the terms of the Addendum shall control.
2. **DEFINITIONS.** In this Addendum:
  - (a) **“Hardware”** means all goods or component parts sold provided under this Addendum, whether manufactured by T2C or another supplier.
  - (b) **“Quote(s)”** means the quote forms executed by Customer from time to time setting out the details of the Hardware to be obtained by Customer, including applicable fees, which upon execution by Customer will be incorporated by reference into and form an integral part of this Addendum.
  - (c) **“Software Maintenance Services”** means the software access and support program required to operate a T2C Pay Station.

All other terms defined in this Addendum shall have the meanings ascribed thereto. Capitalized terms used in this Addendum that are not otherwise defined in this Addendum have the meaning set forth in the Agreement.

3. **FEES AND PAYMENTS.** Customer shall pay T2C the fees set forth in the Quote. All prices quoted are valid for ninety (90) days and are exclusive of Taxes. Unless otherwise agreed by T2C in writing, all amounts payable hereunder shall be due to T2C within thirty (30) days of invoice date. Late payments shall bear interest at the rate of 1.0% per month (12% per annum) or the highest rate permitted by law, whichever is less. All prices shown are net, and in addition to the price of Hardware, Customer shall pay all expenses including taxes, insurance, freight, carriage, and warehousing. All amounts shall be paid by the Customer to T2C without any setoff, deduction or recoupment.
4. **SHIPMENT.** (a) Scheduled shipment date is an estimate only. Customer must accept shipment(s) as they are delivered from T2C. If Customer refuses shipment, then T2C is authorized at its option to: (i) have the Hardware transported and warehoused at Customer’s expense and risk, which shall constitute shipment to Customer, in which event T2C may declare such Hardware delivered and all amounts owing upon shipment, including the additional cost of such transportation and warehousing, will be due on the regular due date; (ii) declare the monthly installment payments to commence thirty (30) days from the date of such transportation and warehousing if any amounts are financed by T2C; or, (iii) defer shipment. (b) T2C may make partial shipments hereunder and may invoice for each such partial shipment separately. Each partial Shipment will be deemed to be a separate sale but a delay in delivery of any partial shipment will not relieve Customer of its obligation to accept delivery of any remaining shipments. Should Customer dispute the content of any shipment or partial shipment, Customer will notify T2C in writing prior to the time of deemed acceptance specified in Section 6 of the reasons for such dispute and provide to T2C all necessary documentation to substantiate any alleged discrepancy.
5. **TITLE/RISK OF LOSS/INSURANCE.** Title in the Hardware shall remain with T2C until such Hardware has been paid for in full. However, such Hardware shall be entirely at Customer’s risk from the time it is placed in the possession of the carrier for shipment to Customer. Customer shall ensure that the Hardware is insured against “all risks” from the time the Hardware is placed in the possession of the carrier for shipment to Customer, and continuously thereafter until all amounts due to T2C are paid in full. Such insurance shall be



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for no less than the total amount owing to T2C with loss first payable to T2C. Customer shall indemnify T2C from all loss arising out of any claims, suits and demands by reason of the retention of title to the goods by T2C while the Hardware is at the Customer's risk.

6. **ACCEPTANCE OF HARDWARE.** Customer shall inspect or test all goods upon receipt. Customer shall be deemed to have affected final acceptance of the Hardware at the earliest of: (a) the fifteenth (15th) day after the date of shipment, unless written notice is received by T2C before such day; or, (b) the date when the Hardware is used or otherwise placed in commercial operation.
7. **WARRANTY AND SOLE REMEDY.** Subject to the disclaimers and limitations in the Agreement: T2C warrants that title to the Hardware sold shall be free from any encumbrance, and that the Hardware will conform to the Product Warranty set forth in the Pay Station – Software and Hardware – Warranty and Support document. T2C's sole responsibility and liability and Customer's exclusive remedy under this Addendum and the Agreement shall be limited as set forth in the Pay Station – Software and Hardware – Warranty and Support document, provided Customer is not in default hereunder. T2C's obligation hereunder is subject to receipt of written notice of defect (containing detailed particulars of the alleged defect) from Customer prior to the time of deemed acceptance specified in Section 6.
8. **RETURNS.** Returned Hardware may be accepted within thirty (30) days of receipt by Customer only if T2C has given prior written consent. A charge for handling, inspection, restocking and invoicing of up to 25% of the sale price of the returned Hardware shall be assessed against the Customer. All returns allowed must be shipped at Customer's expense and must be in excellent resale condition. Hardware ordered according to custom specifications may not be returned.

T2C will repair or replace faulty individual component parts under warranty at no charge to Customer, provided Customer returns faulty parts to T2C within thirty (30) days of Customer's receipt of repaired or replacement parts. Customer will be responsible for all repair or replacement costs where faulty parts are not returned to T2C within the applicable timeframe.

9. **DEFAULT.** Customer shall be in default under this Addendum if any of the following occurs: (a) Customer refuses to accept shipment or fails to make any payment when due; (b) Customer ceases to exist, becomes insolvent or the subject of bankruptcy, insolvency, or liquidation proceedings; (c) Customer attempts to assign its rights and obligations under this Addendum without the prior written consent of T2C; (d) any representation, warranty, condition, or certification of Customer or any information provided by Customer in or pursuant to this Addendum is false in any material respect when made.
10. **REMEDIES UPON DEFAULT.** In the event of Customer's default: (a) T2C may, at its option, (i) take immediate possession of the Hardware and remove same without notice and without legal proceedings, and/or (ii) suspend shipments to Customer; (b) Waiver by T2C of any breach or default shall not constitute a waiver of any subsequent breach or default; (c) T2C shall be entitled to set off any amount owed by Customer or any of Customer's related entities against any amount payable by T2C in connection with any unpaid monies due to Customer; (d) T2C at its discretion and option shall be entitled to retain all money paid by Customer on account as liquidated damages; and, (e) T2C shall have all the rights and remedies provided by law in addition to all other rights as established herein, which rights and remedies shall be cumulative.
11. **SOFTWARE MAINTENANCE SERVICE.**

Software Maintenance Service provides access to Generally Available "GA" pay station software releases, device firmware maintenance updates, as well as the online services required to administer the pay station – Online Configuration Application and Remote Device Update. Access to T2



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C Support for software related issues during business hours by Telephone and e-mail/ticket systems is also included with the Software Maintenance Service. Please see Pay Stations – Software and Hardware – Warranty and Support document for detailed information.

While using the Software Maintenance Service the following details must be agreed to:

- (a) New software features and bug fixes may be requested but are not guaranteed to be developed or added to a future software release. T2C is under no obligation to develop custom software.
- (b) T2C will notify Customers when new software is available as GA status. Scheduling, downloading, on-site testing, staging, and overall deployment of software to any pay stations(s) is the responsibility of the Customer.
- (c) The Software Maintenance Service is required to access GA software releases, Online Configuration Application and Remote Device Update.
- (d) Without the Software Maintenance Service existing pay station operation will not be limited but Customer will not have the tools available to make changes to pay station operation including but not limited to rates, screen messaging, graphics, hours of operation, adding new or updated hardware, and receiving pay station software updates.
- (e) Use of the Software Maintenance Service does not permit the Customer to resell to any other entity or install the software on any system that T2C has not authorized.
- (f) Software Maintenance Service cover only T2C GA approved software versions with an initial GA release date of no more than twelve (12) months old at time of contacting customer support for assistance.
- (g) Hardware warranty support is not included with this service. See T2C Pay Station Warranty Services document for more details.
- (h) Access to and support for T2C Iris are not included with the Software Maintenance Service.
- (i) Software Maintenance Service is assigned to T2C products by serial number and cannot be transferred.
- (j) The services listed below are not covered under the Software Maintenance Service and will be charged separately on a time and material basis at T2C's then standard rates:
  - i. Installation / upgrade field services.
  - ii. Backup and recovery of software, other computer programs, or data.
  - iii. On-site services.
  - iv. System restoration (i.e. reloading of software, and data).
  - v. Additional copies of software media.
  - vi. Training queries and consulting services.

1. **Device Firmware Maintenance Updates.** Firmware support is available for device level software including printers, modems, bill acceptors and coin acceptors. With the Software Maintenance Service device level firmware updates will be available via a download utility for installation by Customer. T2C will provide remote installation assistance where required.

Spare parts replacements can include installed firmware and where possible, the firmware version in the installed parts will be set at the same version level as the parts replaced. Otherwise, the firmware will be set to the latest T2C approved version.



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- 2. Chargeable Firmware Upgrades.** Chargeable firmware upgrades are not covered by the Software Maintenance Service and will be billed on a time and material basis, together with installation support and includes:

  - i. firmware upgrades for new currency releases issued by governments.
  - ii. firmware releases which add optional improvements to equipment.
  - iii. on-site assistance required by the Customer to install downloadable firmware upgrades.
  
- 12. CANCELLATION.** Upon receipt of written notice from Customer, T2C shall cancel any orders as instructed. Customer shall be responsible for all costs associated with the cancellation.
  
- 13. ENTIRE AGREEMENT.** This Addendum (including the Quote(s)) and the Agreement comprise the entire understanding and agreement between the parties regarding the Hardware and supersedes all prior written and oral agreements, purchase orders, representation, understanding, promises, description or other communications between the parties regarding the Hardware.





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## T2 Logan Parcs Equipment Purchase And Installation Addendum

THIS T2 LOGAN PARCS EQUIPMENT PURCHASE AND INSTALLATION ADDENDUM ("ADDENDUM") GOVERNS THE PROVISION AND USE OF THE ADDENDUM SERVICES PURCHASED BY VIRGINIA COMMONWEALTH UNIVERSITY ("CUSTOMER") FROM T2 SYSTEMS, INC. ("T2 SYSTEMS").

1. **BACKGROUND.** The parties have entered into a Bridge Agreement (Agreement") with Effective Date July 1, 2024. This Addendum is incorporated into and subject to the terms of the Agreement and the terms of the Agreement are incorporated herein. To the extent of any conflict between the terms of this Addendum and the Agreement, the terms of the Addendum shall control.
2. **DEFINITIONS.** In this Addendum:
  - (a) **"Acceptance"** means acceptance, or deemed acceptance as provided for herein, by the Customer that the Equipment meets or exceeds the Specifications as determined by the Acceptance Test(s).
  - (b) **"Acceptance Test(s)"** and **"Acceptance Testing"** means the process whereby the Equipment is tested to verify that it meets or exceeds the Specifications.
  - (c) **"Acceptance Certificate"** means the certificate signed by the Customer acknowledging that a sample of the equipment is configured and performs as expected prior to full installation of all equipment purchased.
  - (d) **"Business Day"** or **"Business Days"** means Monday to Friday between the hours of 8:00 a.m. to 5:00 p.m. local time, except when such a day is a public holiday, or as otherwise agreed to by the parties in writing.
  - (e) **"Days"** means calendar days.
  - (f) **"Delivery Site(s)"** means the locations identified in the applicable SOW(s).
  - (g) **"Effective Date"** means the date set forth below as the executed date.
  - (h) **"Equipment"** means the equipment described in the Quote and includes all supplies and operational service documents to be delivered by T2 Systems to the Customer including all parts provided during the Warranty Period.
  - (i) **"Final Acceptance"** means for each individual facility, the date that Customer signs all Acceptance Certificates or (b) the date of deemed Acceptance.
  - (j) **"Quote(s)"** means the quote forms executed by Customer from time to time setting out the details of the Equipment to be obtained by Customer, including applicable fees, which upon execution by Customer will be incorporated by reference into and form an integral part of this Addendum.
  - (k) **"Software"** means the T2 Systems software programs, including the T2 Flex<sup>®</sup> or T2 Ascent software, used or accessed by Customer in association with the T2 Logan PARCS solution as specified on the Quote.
  - (l) **"Specifications"** means the system design document specifications and performance requirements for the Equipment and Software.
  - (m) **"T2 Systems' Personnel"** means T2 Systems' employees, agents, representatives, and subcontractors.



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- (n) **“T2 Systems Project Manager”** means the manager designated in accordance with Section 4(d).
- (o) **“Term”** means the Initial Term and any renewal terms.
- (p) **“Wireless Data Services”** means the third party wireless data services, if any, purchased by Customer from T2 Systems for the purpose of enabling communications between the T2 Systems Software and Customer’s Equipment.

All terms defined in this Addendum shall have the meanings ascribed thereto. Capitalized terms used in this Addendum that are not otherwise defined in this Addendum have the meaning set forth in the Agreement.

**3. STATEMENT OF WORK (“SOW”).** The Statement of Work is hereby incorporated into and made a part of this Addendum. In interpreting this Addendum and resolving any ambiguities, the main body of this Addendum shall control over the Statement of Work.

**4. T2 LOGAN PURCHASE AND INSTALLATION OF EQUIPMENT AND SOFTWARE.**

- (a) **Purchase Price.** Subject to the terms of this Addendum and the Agreement, the Customer hereby orders and purchases from T2 Systems, and T2 Systems agrees to sell and provide to the Customer, the Equipment and related system design and installation and software services for the total Purchase Price, exclusive of all sales tax. The Purchase Price shall be payable as set forth in the Quote.
- (b) **Software.** Once the Customer receives access to the licensed Product, subject to the payment of the subscription fees as set out in the Quote, and provided that the Customer is not in breach of its obligations under this Addendum, T2 Systems hereby grants to the Customer, and the Customer accepts from T2 Systems, a non-exclusive, non-transferable, fully paid, royalty free, right to use the Software and related documentation. T2 Systems will provide Customer with the number of subscription accounts (login and password) as specified on the Quote. Use of the Software shall be solely in accordance with the documentation, this Addendum, the Agreement and such reasonable instructions as T2 Systems may provide from time to time and for Customer’s internal business use only. The Customer agrees that it will not use the Software for any illegal purposes, or in any manner that could damage, disable, overburden or impair the T2 Systems’ systems or interfere with the ability of any other party to use T2 Systems’ services.
- (c) **Wireless Data Services.** If purchased by Customer, T2 Systems will provide the Wireless Data Services, supplied by T2 System’s underlying third party wireless data services carrier, to Customer. Customer acknowledges and agrees that (i) Customer has no contractual relationship with the third party wireless data services carrier, (ii) Customer is not a third party beneficiary of any agreement between T2 Systems and the carrier, and (iii) that the wireless data services carrier shall have no liability of any kind whatsoever to Customer, or any party deriving rights through Customer, whether for breach of contract, warranty, negligence, strict liability, tort, or otherwise.
  - (i) Customer shall use the Wireless Data Services only in connection with the Addendum Services identified in the Quote(s).
  - (ii) Customer agrees that it will at all times comply with and abide by all terms and conditions established by T2 Systems for the use of and access to the Wireless Data Services, and acknowledges that the Wireless Data Services may be restricted or cancelled by T2 Systems or the underlying data services carrier if there is a reasonable suspicion of abuse or fraudulent use of the services.
  - (iii) Customer may not resell the Wireless Data Services to any other person(s).



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- (iv) Customer has no property right in any wireless number assigned to it in connection with the Wireless Data Services, and understands that such number can be changed.
  - (v) Customer will provide T2 with prompt notice of any suspected abuse or fraudulent use of the Wireless Data Services of which it becomes aware.
- (d) T2 SecurePay. If purchased by the Customer, T2 Systems will deliver a PCI-P2PE device to an authorized recipient identified by the Customer. The device(s) accepts EMV and Mag-Stripe transactions over a P2PE connection but does not require the customer to fully comply with PCI-P2PE regulations to operate. T2 Systems does not audit, enforce, or create PCI-P2PE procedures for T2 SecurePay Customers. The Customer is responsible for ensuring its own PCI-P2PE compliance. PCI-P2PE compliance is an additional step that significantly reduces the scope for PCI-DSS for additional security measures required by the Customer to maintain its own PCI-DSS compliance. T2 Systems is not liable for any Customer misuse, handling, tracking, storage, record keeping or improper installations of the device(s) and is not required or responsible to replace any device(s) that cannot be validated to achieve PCI-P2PE compliance.
- (e) T2 Systems Project Manager. T2 Systems shall promptly designate a T2 Systems Project Manager who shall have the required skills and capabilities to adequately perform the role, and shall be fully authorized to make decisions and otherwise deal with the Customer in an effective and timely manner in respect of all matters under the Addendum. The T2 Systems Project Manager shall:
- (i) be responsible for co-coordinating with the Customer the site preparation, delivery, and installation of the Equipment and provision of the related services;
  - (ii) oversee the various stages of the delivery and installation of the Equipment to ensure their effective and timely delivery;
  - (iii) ensure that T2 Systems' obligations are completed in an efficient and timely manner; and
  - (iv) be readily available to the Customer by telephone and electronic communication during hours mutually agreed upon in writing regarding this Addendum, including, without limitation, responding to requests, queries, and complaints from the Customer.
- (f) Preparation of the Delivery Site.
- (i) General. The Customer and T2 Systems shall complete their respective site preparation obligations as described in the project schedule. T2 Systems shall complete its inspection of the Delivery Site(s) as identified in the project schedule. T2 Systems shall promptly notify the Customer's project manager or representative in writing of any deficiency at the Delivery Site(s).
  - (ii) T2 Systems' Responsibilities. In addition to the requirements set out in the project schedule, T2 Systems shall:
    - (1) upon execution of this Addendum, work with the Customer to create a final version of the Statement of Work and the Project Plan;
    - (2) work with the Customer during the planning, design, and installation phases of the Addendum.
  - (iii) Customer's Responsibilities. Customer's responsibilities are outlined within the Statement of Work contained in the Schedules of this Addendum.



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- (g) Inspection. Provided that the Customer complies with the confidentiality obligations set out in the Agreement, and provided that the Customer complies with T2 Systems' safety and site policies made known to the Customer, the Customer shall be entitled to inspect the Equipment at its own cost, at a mutually agreed upon time. In addition, from time to time during T2 Systems' manufacturing, storage, and installation processes, as applicable, T2 Systems shall co-operate with, and provide access to, the Customer for the purpose of inspecting the Equipment during any Business Day on reasonable notice. The conduct or the failure to conduct any such inspection shall in no way affect or impair the Customer's right to inspect or reject any Equipment under Section 4(h) (Rejection) or to conduct Acceptance Tests under Section 4(j) (Acceptance Test), or to exercise any of its other rights or remedies provided in this Addendum, at law or in equity.
- (h) Delivery.
- (i) General. T2 Systems shall deliver the Equipment to the Delivery Site(s) on the date or dates specified in the project schedule. Provided that the Customer provides reasonable notice to T2 Systems, the Customer may from time to time change delivery dates. T2 Systems shall notify the Customer of delivery particulars in advance of delivery, as may be required by the Customer, and without limiting the particulars required, shall provide the following information: delivery date, mode of shipment, name of shipping/courier company, courier tracking or identification number, and special instructions regarding handling, unpacking, and assembly.
- (ii) Risk and Title. Title in the Equipment shall remain with T2 Systems until the Equipment has been paid for in full. Customer shall ensure that Equipment is insured against "all risks" from the time the goods are placed in the possession of the carrier for shipment to Customer, and continuously thereafter until all amounts due to T2 Systems are paid in full.
- (i) Rejection. All Equipment delivered to the Delivery Site(s) shall be subject to inspection by the Customer, and the Customer may reject any Equipment that is defective or non-conforming in any material respect within three business days of delivery. T2 Systems shall be responsible, at its own expense, for the removal or replacement of such rejected Equipment. Notwithstanding Section 4(g)(ii), the risk of damage to or loss of any Equipment so rejected by the Customer shall remain with the Customer for 10 days following Customer's notice of such rejection (unless otherwise agreed to by the Parties, acting reasonably), and T2 Systems shall be responsible for the risk of damage to or loss of any Equipment so rejected after that period. The Customer shall ensure that rules of good storage management are applied pending the return of any Equipment.
- (j) Installation. T2 Systems or its subcontractors shall install the Equipment at the Delivery Site(s), or such other project sites as determined by the Customer, on the date or dates specified in the project schedule. T2 Systems shall supply all labour, materials, tools, equipment, permits, fees, inspection and testing costs, and supervision for the complete and satisfactory installation of the Equipment at the Delivery Site(s).
- (k) Acceptance Test.
- (i) General.

Without prejudice to the Customer's right to reject defective or non-conforming Equipment as specified in Section 4(h) (Rejection), T2 Systems shall notify the Customer in writing when it has completed the installation and the Equipment is, in T2 Systems' opinion, operating in accordance with the Specifications. The Customer shall have a period of thirty (30) Days from such notification to perform Acceptance Testing ("**Acceptance Testing Period**"). The Customer and T2 Systems shall agree on the date for conducting Acceptance Testing.



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During the Acceptance Testing Period, the Customer shall perform Acceptance Testing, with the assistance of T2 Systems, in accordance with the Specifications. Within two Days of completion of Acceptance Testing, either of the following shall occur:

- (i) Designated representatives of the Customer and T2 Systems respectively shall sign an Acceptance Certificate confirming that the Equipment has achieved Acceptance. The Customer shall not withhold signing the Acceptance Certificate on account of minor omissions or defects in the Equipment. "Minor omissions or defects" mean those that do not substantially affect the use, functionality, and/or safety of the Equipment.
- (ii) If major omissions or defects are found with the Equipment, T2 Systems will document where the Equipment does not operate in accordance with the Specifications along with a plan and timeline to remedy these items. ("**Correction Notice**").

Notwithstanding any provision to the contrary, the Customer shall be deemed to have accepted the Equipment on the date the Customer first successfully uses the Equipment outside the test environment in the Customer's operations.

- (iii) Procedure for Correction Notice. Where T2 Systems issues a Correction Notice, T2 Systems shall have an additional thirty (30) Days to cure the deficiencies and defects through repairs or replacements at T2 Systems' option in order to achieve Acceptance. Once the deficiencies have been corrected, a new thirty (30)-day Acceptance Testing Period will commence. In the event that the deficiencies are not corrected within the thirty (30)-day cure period, the Customer may request and have replaced by T2 Systems, at no additional cost to the Customer, the components of Equipment that have been the source of the failure.
  - (iv) Warranty. T2 Systems agrees that the warranty for the Equipment shall come into effect on the date of issue of Final Acceptance.
  - (v) Documentation. T2 Systems shall deliver any documentation or user guides considered essential and integral to the proper use of Equipment no later than the date of delivery of the Equipment.
- (l) Changes to Schedules. T2 Systems and Customer shall be entitled to request changes to the Schedules at any time provided that:
- (i) any such change shall be set out in writing and delivered to the other party for written approval (the "**Change Order**"); and
  - (ii) where any such change results in an increase or decrease in the cost or time required for the delivery or installation of the Equipment or performance of any requirement of this Addendum, an equitable adjustment shall be made to one or more of the Purchase Price or to the delivery or installation dates, provided that such adjustment is agreed to by the parties in writing.

## 5. SERVICES.

- (a) General. All services to be performed by T2 Systems under this Addendum shall be performed in a good and workmanlike manner. T2 Systems shall only employ and retain competent workers, fit and skilled in the work assigned to them, who shall function under the direction and control of T2 Systems Project Manager. T2 Systems shall be responsible to the Customer for the acts and omissions of T2 Systems' Personnel.





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(b) Training.

- (i) General. T2 Systems shall provide to the Customer the training specified in T2 Systems' Statement of Work.
- (ii) Warranty and Support. T2 Systems shall provide warranty, support and replacement part services to Customer throughout the Warranty Period, in accordance with the Logan PARCS – Software and Hardware - Warranty and Support document.

**6. PAYMENT TERMS.**

- (a) Invoicing. Customer shall pay T2 the fees set forth in the Quote once the Customer receives access to the licensed Product. All prices quoted are valid for ninety (90) days and are exclusive of Taxes. Unless otherwise agreed by T2 in writing, all amounts payable hereunder shall be due to T2 within thirty (30) days of invoice date. Late payments shall bear interest at the rate of 1.0% per month (12% per annum) or the highest rate permitted by law, whichever is less. All prices shown are net, and in addition to the price of Hardware, Customer shall pay all expenses including taxes, insurance, freight, carriage, and warehousing. All amounts shall be paid by the Customer to T2 without any setoff, deduction or recoupment. A schedule of payments is identified in the Statement of Work.
- (b) For projects with more than one (1) facility, a schedule of payments per facility following the above terms will be created and issued by T2 Systems within two (2) weeks of the execution of this Addendum.

**7. REPRESENTATIONS, WARRANTIES.**

- (a) T2 Systems' Representations and Warranties. T2 Systems represents and warrants to the Customer, as follows:
  - (i) all Equipment shall be new and unused, unless agreed to in writing by the parties;
  - (ii) at the time of installation, all Equipment shall comply with, all applicable standards and requirements referred to in the Specifications or required by law.
- (b) Limited Equipment and Software Warranty. In the event that the Equipment proves defective under normal use during the warranty period, T2 Systems shall promptly repair or replace, at T2 Systems' option, the Equipment or Software or any part thereof in accordance with the provisions of the Logan PARCS – Software and Hardware - Warranty and Support document.
- (c) Nature of Warranties. These warranties and representations are subject to the disclaimers and limitations in the Agreement.

**8. TERM AND TERMINATION.**

- (a) Term. This Addendum shall become effective on the Effective Date, and shall continue as set forth in the Quote (“**Initial Term**”), unless it is terminated early in accordance with the provisions of the Addendum (the “**Term**”). Upon expiration of the Initial Term, This Addendum will be automatically renewed for an additional term of one (1) year effective immediately after the expiration of any then current term, unless T2 Systems or Customer gives written notice of non-renewal to the other party at least sixty (60) days in advance of the expiration of the then-current term.



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- (b) Extension. The Customer may request to extend the Term for an additional period upon the same terms and conditions by giving written notice to T2 Systems within ninety days prior to the expiration of the Addendum.
- (c) Termination by Either Party. Either party may, without liability, cost or penalty, terminate the Addendum on written notice to the other where such other party neglects or fails to perform or observe any material term or obligation of the Addendum and such failure has not been cured within 30 days of written notice being provided to such other party. All earned but unpaid amounts for products or services that are provided by T2 Systems in compliance with the terms of this Addendum up to and including the effective date of termination shall, at T2 Systems' option, become immediately due and payable by Customer. This shall include all associated shipping and restocking fees relevant to products manufactured for this Addendum, products shipped to the site, and all engineering and technical labor performed as directed by this Addendum up to and including the effective date of termination. Within thirty days of termination hereunder, T2 Systems will reimburse Customer for all advance payments paid by Customer to T2 Systems that were (a) not earned by T2 Systems prior to termination, or (b) for goods or services that the Customer did not receive from T2 Systems prior to termination.
- (d) Bankruptcy. Without limiting the foregoing, either party may terminate this Addendum on the same basis as set forth in Section 12(d) of the Agreement.
- (e) Survival. In addition to any other provision dealing with the survival of obligations hereunder, all of the obligations regarding privacy, disclaimers and limitations on liability set out in this Addendum shall survive the expiry or termination of this Addendum, as shall all other provisions which, by their nature, ought reasonably to survive expiry or termination.

## **9. GENERAL PROVISIONS.**

- (a) Amendment and Waivers. This Addendum is subject to Sections 14(g) and (k) of the Agreement, provided that (i) either party may request changes to the attached Schedules as set forth in Section 4(l) (Changes to Schedules), and (ii) the parties will work together to complete the project Schedule upon execution of this Addendum.
- (b) Entire Agreement. This Addendum (including all Schedules, Quote(s) and/or Change Orders) and the Agreement constitute the entire agreement between the parties hereto with regard to the subject matter hereof and supersedes all prior written and oral agreements, purchase orders, representations, understandings, promises, descriptions or other communications between the parties regarding the Addendum Services.



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**Schedule A**

**Statement of Work**

Note: Insert SOW.



## Collection Services Addendum

THIS COLLECTION SERVICES ADDENDUM GOVERNS THE PROVISION AND USE OF COLLECTION SERVICES PURCHASED BY VIRGINIA COMMONWEALTH UNIVERSITY (“CUSTOMER”) FROM T2 SYSTEMS, INC. (“T2 SYSTEMS”).

### 1. BACKGROUND.

The parties have entered into a Bridge Agreement (“Agreement”) with Effective Date July 1, 2024. This Addendum is incorporated into and subject to the terms of the Agreement and the terms of the Agreement are incorporated herein. To the extent of any conflict between the terms of this Addendum and the Agreement, the terms of the Addendum shall control. All terms defined in this Addendum shall have the meanings ascribed thereto. Capitalized terms used in this Addendum that are not otherwise defined in this Addendum have the meaning set forth in the Agreement.

Customer has authority pursuant to certain laws, ordinances and/or regulations to assess and collect fines and citations for violations of these laws, ordinances and/or regulations. T2 Systems is a duly licensed collection agency, and possesses the personnel, experience, expertise, and equipment to collect the fines and citations through an effective collection process and court action, if necessary. Customer and T2 Systems have mutually agreed that T2 Systems will assist in the collection of, or actually collect, certain unpaid fines and citations (the “Accounts”) which Customer refers to T2 Systems from time to time during the Term of this Addendum.

### 2. REFERRED ACCOUNTS.

- (a) Referred Accounts. Pursuant to the terms and conditions of this Addendum, Customer shall provide to T2 Systems, from time to time, those Accounts which Customer desires T2 Systems to assist in the collection of (or actually collect) on behalf of Customer. All Accounts submitted to, and accepted by, T2 Systems shall be referred to as “Referred Accounts.”
- (b) Collection of Referred Accounts. T2 Systems agrees to undertake the collection of each Referred Account in accordance with the level of service selected by Customer which shall be described in more detail in a Statement of Work (“SOW”) in the form attached hereto as Appendix A (collectively, the “Collection Services”).
- (c) T2 Systems Collection Services. During the Term of this Addendum, T2 Systems agrees to employ such lawful means, methods, and procedures as in T2 System’s judgment, discretion and experience, it believes will best effect the collection of the Referred Accounts. T2 Systems may use outside contractors or vendors to perform certain portions of the Collection Services and/or gather information about Referred Accounts and the obligors thereon.
- (d) Authority to Settle Referred Accounts. Customer hereby authorizes T2 Systems to collect, compromise, or settle each Referred Account. However, unless otherwise authorized by Customer in writing, any such settlement shall be in conformance with the minimum amounts as set forth on the applicable SOW related to the Referred Account in question.
- (e) Transfer of Accounts. All Accounts will be forwarded to T2 Systems using the systems and procedures designed by T2 Systems. Upon request of T2 Systems, Customer will provide certified copies or originals of violation notices, tickets, citations, assessment letters, and any other documents necessary for use by T2 Systems in collection of the Referred Accounts. T2 Systems agrees to keep all such documents confidential and to not use or disclose them (or the information contained therein) for any purpose other than the performance of the Collection Services.



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- (f) **Exclusivity of Collection Services.** Customer agrees that T2 Systems shall be the exclusive third-party collector of all Referred Accounts during the Term of this Addendum and during any applicable retention period set forth in Section 3. If Customer refers an Account to T2 Systems, which becomes a Referred Account, Customer may continue to exercise its collection efforts with respect to such Referred Account; provided, however, that T2 Systems shall be entitled to payment pursuant to the terms of this Addendum for all collections made against such Referred Account, irrespective of who makes such collection.
- (g) **Rejected and Returned Accounts.** T2 Systems may reject any Account or return any Referred Account to Customer at any time for any reason (or no reason) in its sole discretion. After an Account is rejected or a Referred Account is returned to Customer at T2 System's request, T2 Systems shall not be entitled to any additional fees with respect thereto. T2 Systems will return to Customer such Referred Accounts which it determines, in its sole judgment and discretion, to be uncollectible. If Customer wishes to remove a Referred Account from T2 Systems (the "Returned Accounts"), Customer will notify T2 Systems in writing at least ten (10) days in advance (the "Return Notice"). Section 3 shall govern the collection on any Returned Accounts. Within thirty (30) days of the expiration of the one (1) year period set forth in Section 3 for Returned Accounts, T2 Systems agrees to return each such Returned Account to Customer.

### **3. TERM AND TERMINATION.**

- (a) **Term.** The initial term of this Addendum is three (3) years. This Addendum will automatically renew for additional one (1) year terms unless written notice is provided to the other party at least sixty (60) days prior to the expiration of the then-current term. The initial term and any renewal terms are collectively referred to as the "Term."
- (b) **Termination.** Either party may terminate this Addendum if the other party fails to perform any obligation hereunder which failure is not cured within fifteen (15) days after notice from the other party, except that T2 Systems may terminate this Addendum immediately for Customer's failure to pay any amounts hereunder when due and payable. In the event T2 Systems elects to retain any Referred or Returned Account pursuant to the section below, the provisions of this Addendum applicable to such continuing collection efforts shall survive any termination or expiration of this Addendum until all rights and obligations hereunder are fully performed and/or satisfied with respect to such accounts.
- (c) **Retention of Referred Accounts.** Upon the expiration of this Addendum or earlier termination of this Addendum by T2 Systems due to a breach by Customer, T2 Systems shall have the right, at its sole discretion, to retain for collection, pursuant to the terms and conditions of this Addendum, any Referred Account upon which a partial payment has been made within the prior one (1) year period or which is subject to an agreed upon payment plan.

### **4. PAYMENT TERMS.**

- (a) **Collection fees.** During the term of this addendum and during any applicable retention period set forth in Section 3, T2 Systems shall be entitled to the fees, costs, and expenses set forth (in the SOW applicable referred account), regardless of whether collected by T2 Systems, Customer, or others.
- (b) **Payments to and from Customer.** Customer agrees that T2 Systems will deposit each check received from the Customer's end customer on behalf of the Customer. T2 Systems shall remit each payment it collects on a Referred Account to Customer, minus T2 System's fees and any other amounts owed to T2 Systems, on or before the twentieth (20th) day of each month following the month in which the amount was actually collected. Invoices may be submitted to Customer by Collection Citation Services, LLC, which is an Affiliate of T2 Systems, Inc.





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Customer shall remit, or cause to be remitted, all amounts owed T2 Systems under this Addendum, if any, within thirty (30) days of receipt of notice thereof from T2 Systems. A late fee of one percent (1%) per month shall be assessed on all past due amounts from Customer based upon the aggregate amount of all past due monies. T2 Systems shall also be entitled to reasonable attorney's fees and other costs of collection incurred in attempting to collect past due amounts from Customer.

- (c) Direct Payments. Customer agrees to immediately notify T2 Systems of any payments on a Referred Account made directly to Customer, and T2 Systems will be entitled to the fees specified in this Addendum as if T2 Systems had actually collected the Referred Account. Any such amounts may be deducted from Customer's next monthly payment from T2 Systems.

**5. MISCELLANEOUS.**

- (a) Inspection Rights. Customer, its auditors, or any governmental agency or other party authorized to supervise, regulate or audit Customer, may examine T2 System's records pertaining to the Referred Accounts during normal business hours and upon ten (10) days' advance written notice; or with less notice if required of Customer by any such agency or other party or by law.
- (b) Entire Agreement. This Addendum (including all Appendices and Quote(s)) and the Agreement comprise the entire understanding and agreement between parties regarding the subject matter hereof and supersedes all prior written and oral agreements, purchase orders, representations, understandings, promises, descriptions or other communications between the parties regarding the subject matter hereof.



**APPENDIX A**

**STATEMENT OF WORK**

Note: Insert SOW here.