

CO-LOCATION AGREEMENT

TOWN OF BLADENSBURG AND REDSPEED MARYLAND, LLC

WHEREAS, This Co-Location Agreement (“Agreement”) is entered into by and between RedSpeed Maryland LLC (“REDSPEED”) and Town of Bladensburg, **Maryland** (“Customer”), to be effective as of _____ (the “Effective Date”). The parties hereby agree as follows:

WHEREAS, REDSPEED operates automated photo traffic enforcement under Contract with the Customer (“Contract”) and occupies within the scope of such Contract certain Premises located at _____, which may be suitable for the placement and operation of Customer’s equipment;

WHEREAS, for the purpose of placing therein certain Automated License Plate Reader (“ALPR”) equipment and cabling (the “Equipment”), Customer desires access to the Premises for the purposes of co-locating upon the existing pole (“Pole”) thereupon its Equipment (the “Co-location”);

and **NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

I. SERVICES.

A. REDSPEED shall provide Customer the Services described on the Order Form attached hereto and incorporated herein as **Exhibit A**, the terms and conditions of which are by this reference incorporated in full herein, for the price and on the terms as set forth on the Order Form. A Statement of Work (“SOW”) for Co-location specified in Exhibit D shall be mutually agreed upon and finalized by the parties within ten (10) business days of the signing of this Agreement. Such SOW shall be attached hereto and incorporated herein as Exhibit D. Customer will timely provide to REDSPEED all information and documents necessary to develop and complete the

SOW, including but not limited to Customer's configuration, and the proposed location upon the Pole, and coordinate with REDSPEED in the development and completion of such SOW. REDSPEED reserves the unilateral right to deny installation of the Equipment based on the additional information and documents provided.

B. Customer's Equipment shall be placed where designated by REDSPEED on the Pole within the Premises ("Customer Environment").

C. In connection with the Customer Environment made available herein, REDSPEED shall perform services that support the overall operation of the at no additional charge to Customer. Customer shall not access the Equipment of Premises without permission of REDSPEED, nor place any Equipment in the Customer Environment which is unsafe or creates any type of hazard.

D. Prior to each visit by Customer to the Customer Environment, Customer shall notify the REDSPEED Network Control Center of the time and date that it intends to visit the Customer Environment. Customer's access shall be subject to the landlord's uniformly applied security measures. excluding holidays, and in emergency situations, REDSPEED will use commercially reasonable efforts to provide Customer with escorted access.

E. Customer acknowledges that it is receiving Services only and is not entitled to occupy the Premises or the Customer Environment other than as provided herein. Further, Customer has not been granted any real property interests in the Customer Environment or the Premises. REDSPEED warrants and represents that it has the authority to enter into this Agreement and that it has the authority to grant the rights specified herein to Customer for Customer Environment. The Equipment shall not be deemed or become fixtures in the Premises.

II. TERM OF AGREEMENT, TERMINATION, AND RENEWAL.

A. Subject to Section II.B, the term of the Agreement shall be ***One (1) year from the Effective***

Date, which term shall renew automatically, month to month, until Customer or REDSPEED provides thirty (30) days written notice to the other party (“Agreement Term”).

Notwithstanding the foregoing to the contrary, the renewal term will terminate on the earlier of these dates: (i) the expiration of REDSPEED’s underlying Contract for the Premises, or (ii) the earlier termination of the Contract.

B. In the event that REDSPEED’s Contract terminates, REDSPEED’s Contract expires prior to the end of the term of this Agreement, and will automatically terminate.

C. Upon termination or expiration of the Agreement, Customer agrees to remove the Equipment and other property that has been installed by Customer or its agents. In the event such Equipment or property has not been removed within thirty (30) days of the effective termination or expiration date, the Equipment shall be deemed abandoned, and Customer shall lose all rights and title thereto.

D. In the event the Premises become the subject of a taking by eminent domain by any authority having such power, either party shall have the right to terminate this Agreement with no further liability to the other party. REDSPEED shall attempt to give Customer reasonable advance notice of the removal schedule. Customer shall have no claim against REDSPEED for any relocation expenses, any part of any award that may be made for such taking, or the value of any unexpired term or renewed periods that result from a termination by REDSPEED under this provision, or any loss of business from full or partial interruption or interference due to any termination. However, nothing contained in this Agreement shall prohibit Customer from seeking any relief or remedy against the condemning authority in the event of an eminent domain proceeding or condemnation that affects the Customer Environment.

III. PRICES AND PAYMENT TERMS AND PRICE REVIEW.

A. REDSPEED shall commence the monthly recurring billing on the Customer Environment in

the amount of \$ 0.00. RedSpeed agrees to waive all fees for this unit for the duration of the Agreement.

B. Customer agrees to reimburse REDSPEED for all reasonable repair or restoration costs associated with damage or destruction caused by Customer, its personnel, its agents or its suppliers/contractors or Customer's visitors during the Term or any renewal or as a consequence of its removal of the Equipment or property installed in the Customer Environment.

IV. ADDITIONAL TERMS GOVERNING THE CONNECTION; INSTALLATION OF EQUIPMENT.

A. REDSPEED offers Customer access to the Internet. Customer hereby acknowledges that the Internet is not owned, operated, managed by, or in any way affiliated with REDSPEED or any of its affiliates, and that it is a separate network of computers independent of REDSPEED. Customer's use of the Internet is solely at Customer's own risk and is subject to all applicable local, state, national, and international laws and regulations. Access to the Internet is dependent on numerous factors, technologies, and systems, many of which are beyond REDSPEED's authority and control.

B. REDSPEED's network may only be used for lawful purposes. REDSPEED reserves the right to monitor Customer's activity for internal network utilization and reliability purposes only. REDSPEED's utilization and reliability monitoring does not include examination of Customer payload data, unless (i) such examination is deemed necessary to troubleshoot a Customer issue, and the Customer consents to such examination; or (ii) such examination is pursuant to any judicial order, search warrant, or statutory requirement, in which event REDSPEED shall provide notice thereof to Customer, to the extent that the judicial order, search warrant, or statutory requirement permits said notice. Any monitoring by REDSPEED is subject to the confidentiality provision set forth in this Agreement. The transmission of any material in violation of any federal, state, or other applicable law or regulation is prohibited. Such laws

include laws governing copyright, trade secrets, and obscenity. REDSPEED may terminate the Connection(s); and such termination of the Connection(s) shall not be subject to the cure period specified in Section VI.A. In the event REDSPEED terminates a Connection pursuant to this Section IV.C., Customer will pay REDSPEED a fee equal to the minimum charge for that Connection for the lesser of (i) for two months or (ii) the remainder of the nine (9) month review term, whichever is less. Customer will have no further liability to REDSPEED related to the terminated Connection.

C. Customer's usage of other networks connected to REDSPEED's network must comply with the rules appropriate for that other network. REDSPEED exercises no control whatsoever over the content of the information passing through its network.

D. Routine maintenance and periodic system repairs, upgrades and reconfigurations may result in temporary impairment or interruption in the Connection. Notice for any routine maintenance shall be provided to the technical contacts provided by Customer.

E. Customer shall not make any construction changes or material alterations to the interior or exterior portions of the Customer Environment, including any cabling or power supplies for the equipment, without obtaining REDSPEED's written approval, not to be unreasonably withheld. REDSPEED reserves the right to perform and manage any construction or material alterations within the Premises and Customer Environment at reasonable rates to be negotiated between the Parties hereto.

F. The Customer Environment, installation of Equipment, and access to the Premises shall at all times be subject to Customer's adherence to the generally accepted industry standards, security rules, and rules of conduct established by REDSPEED for the Premises. Customer agrees not to erect any signs or devices on the exterior portion of the Customer Environment without submitting the request to REDSPEED and obtaining REDSPEED's written approval.

G. All costs of cooling, power, or other equipment associated with fulfilling the SOW, which may be made to accommodate Customer servers, will be limited to the costs in Exhibit A.

V. INSURANCE.

Customer agrees to maintain, at its expense, during the entire time this Agreement is in effect at least the following insurance (i) Comprehensive General Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury or property damage, (ii) Employers Liability in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence, and (iii) Workers' Compensation in an amount not less than that prescribed by statutory limits. Upon request subsequent to the Effective Date, Customer shall furnish REDSPEED with certificates of insurance and evidence of property which evidence the minimum levels of insurance set forth herein and which name REDSPEED as an additional insured.

VI. DEFAULT.

A. Upon the occurrence of a material breach by Customer of any provision hereunder, which is not remedied within thirty (30) days after REDSPEED provides Customer written notice thereof, REDSPEED reserves the right, in addition to any other remedies which may be available to it, to terminate this Agreement and the services provided to Customer hereunder. In addition, upon the occurrence of any uncured material breach hereunder by Customer, the remaining unpaid balance of the amortized installation charges specified in Exhibit A and thirty-five percent (35%) of the cumulative total of the balance of all monthly payments (at the levels existing at the time of Customer's uncured breach) remaining on this Agreement shall immediately become due and payable. Notice of monetary default may be sent in any written form allowed pursuant to Section XII. Collection of the amounts specified in this section shall constitute REDSPEED's sole and exclusive remedy for Customer's uncured breach of this Agreement, and REDSPEED agrees that it will not seek any additional damages arising from Customer's uncured breach of this Agreement. Payment of the above amounts by Customer shall be contingent upon REDSPEED simultaneously executing a Contract of further liability in a form acceptable to Customer.

Upon the occurrence of a material breach by REDSPEED of any provision hereunder, which is not remedied within thirty (30) days after Customer provides REDSPEED written notice thereof, Customer reserves the right, in addition to any other remedies which may be available to it, to terminate this Agreement upon written notice to REDSPEED with no further liability to REDSPEED other than payment of all amounts due and owing to REDSPEED through the date of such termination inclusive of any credits that apply to Customer.

B. At any time during the term of this Agreement, REDSPEED may, at REDSPEED's sole option, immediately terminate this Agreement if Customer is not then maintaining the Equipment solely for the agreed purpose.

VII. WARRANTIES, REMEDIES AND DISCLAIMERS.

A. REDSPEED shall defend Customer against any and all claims, cost, expenses or liability (including reasonable attorney's fees) to the extent arising out of its use of the Premises.

B. Customer shall defend REDSPEED against any and all claims, costs, expenses, or liability (including reasonable attorney's fees) to the extent arising out of Customer's use of the Services, or its operation of the Equipment within the Customer Environment.

C. Each Party shall be liable to the other for damage to property and death or injury to persons if such damage, loss, or injury is caused by the negligent or willful acts or omissions of such Party, or its officers, employees, servants, agents, affiliates or contractors, or by the malfunction of any Equipment supplied or operated by said Party.

VIII. ASSIGNMENT OR TRANSFER.

A. Neither party may assign this Agreement or any portion hereof without the other party's prior written consent, which consent shall not be unreasonably withheld, provided that, either party may assign this Agreement or a portion thereof (i) in the event of a merger, (ii) a sale of all or substantially all of its assets; or (iii) to any affiliate. Subject to the foregoing, this

Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. In the event of an assignment by Customer, the assignee shall be of comparable or better credit standing than Customer, as determined by REDSPEED in its reasonable opinion. In the event of an assignment by REDSPEED, the assignee shall be a service provider of comparable or better quality, as determined by Customer in its reasonable opinion.

B. Notwithstanding anything to the contrary herein, either party may terminate this Agreement upon one (1) months' notice to the other party if either party undergoes a merger, is acquired, or experiences a Change of Control, provided that such notice of termination must be sent to the other party within sixty (60) days of the effective date of the Change of Control or else such right to terminate shall be deemed waived. Such termination will be without further liability on the part of either party. A Change of Control shall mean, with respect to a party, the occurrence of any of the following events: (a) any consolidation or merger of such party with or into any other entity in which the holders of such party's outstanding shares immediately before such consolidation or merger do not, immediately after such consolidation or merger, retain stock representing a majority of the voting power of the surviving entity or stock representing a majority of the voting power of an entity that wholly owns, directly or indirectly, the surviving entity; (b) the sale, transfer or assignment of securities of such party representing a majority of the voting power of all of such party's outstanding voting securities to an acquiring party or group; or (c) the sale of all or substantially all of such party's assets.

IX. MODIFICATION

This Agreement may be modified only by a written instrument signed by the party against which the modification is being enforced.

X. LIMITATION OF LIABILITY.

A. In no event shall REDSPEED, REDSPEED affiliates, Customer, or any of the parties' respective officers or employees, be liable, one to the other, for any loss of profit or revenue or for

indirect, incidental, special, punitive or exemplary damages incurred or suffered by each other, arising from this Agreement or pertaining to Customer's use or occupancy of the Customer Environment including, without limitation, damages arising from interruption of electrical power or HVAC services.

XI. NOTICES.

Any notice required to be given hereunder shall be in writing and shall be deemed to have been delivered when deposited in the United States mail (registered or certified mail), return receipt requested, with adequate postage affixed, or delivered to a national overnight courier service and addressed to the persons set forth herein.

REDSPEED: ***Robert Liberman, RedSpeed Maryland LLC 450 Eisenhower Ln N, Lombard, IL 20148***

Customer: **Takisha D James, Mayor -Town of Bladensburg 4229 Edmonston Rd, Bladensburg, MD 20743**

XIII. FORCE MAJEURE.

Neither party shall be responsible for any failure to perform its obligations under this Agreement, except for Customer's obligation to pay for services provided by REDSPEED and received by Customer, if such failure is caused by war, labor strike, terrorist act, fire, flood, earthquake, act of government or other events similar events beyond the reasonable control of the other party. If a Force Majeure event continues for a period of 60 days or longer, either party may terminate this agreement upon notice to the other party and without further liability.

XIV. APPLICABLE LAW.

This Agreement is deemed to be entered into in the State of ***Maryland and shall not become a binding obligation of REDSPEED until it has been executed by an officer of REDSPEED. The parties agree that any dispute arising under this Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.***

XV. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties hereto with respect to the matters covered hereby and supersedes any other prior or simultaneous agreement related to such matter.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

Signed by the duly authorized representative of the CUSTOMER

Signature: _____

Witness: _____

Name: Takisha D James

Michelle Bailey Hedgepeth

Designation: Mayor, Town of Bladensburg

Town Administrator

Date: _____

Date: _____

Signed by the duly authorized representative
of REDSPEED

Signature: _____

Name: _____

Designation: _____

Date: _____