



First Amendment to Agreement

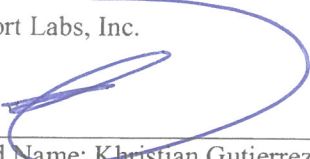
Reference is made to that certain Software License and Service Agreement (the "Agreement") dated February 7, 2017, by and between Passport Labs, Inc. (formerly known as PassportParking, Inc.) and Ann Arbor Downtown Developmental Authority ("Ann Arbor DDA"). For purposes of Exhibit F, "Provider" shall refer to Ann Arbor DDA.

The Parties desire to amend the Agreement as follows, which shall be effective as of the last date specified below the Parties' signatures:

1. A new Exhibit F titled "Custom-Branded Private Label Mobile Payment Set Up" shall be added to the Agreement.
2. Except as expressly amended herein, the remainder of the Agreement remains in full force and effect.

Agreed to and accepted by:

Passport Labs, Inc.

By: 
 Printed Name: Christian Gutierrez
 Title: CRO
 Date: 8-16-19

Ann Arbor DDA


By: 
 Printed Name: Susan Polay
 Title: DDA Executive Director
 Date: 6 Aug 2019

EXHIBIT F

Custom Branded Private Label Mobile Payment Set Up

- I. Private Label Set Up. Provider desires, and Passport wishes to deliver to Provider in connection with the Agreement a private-label application ("Private Label App") pursuant to the terms and conditions below.
 - A. Provider Obligations. Provider shall:
 - i. Serve as the account holder of record for Google Play and Apple App Store developer accounts (the "Accounts").
 - ii. Grant Passport, through the execution of this Agreement, a limited power of attorney (the "POA") authorizing Passport to take all necessary actions related to the Accounts on Provider's behalf including, but not limited to, activation, set-up, management, maintenance, and support. Provider shall comply with all necessary conditions, requirements, and obligations to serve as the holder of the Accounts including, but not limited to, obtaining a Dun & Bradstreet, Inc. number in Provider's name. Provider must cooperate with Passport to ensure that all Accounts credentials (e.g., username and password) are received by Passport a minimum of fifteen (15) business days prior the launch date of the Private Label App.
 - iii. Not hold Passport liable for delays of any kind caused by the failure of Provider Google, Apple, or any other third party to provide any necessary or required information to Passport or to take any necessary or required action in connection with the Accounts.
 - iv. Not access or use the Accounts in any manner that could cause error or interruption. Passport is not liable for any errors, delays, or problems caused by Provider's access or use of the Accounts.
 - v. Not access the Accounts for the purposes of responding to Private Label App reviews in the Google Play and Apple App Stores.
 - vi. Cooperate with Passport by providing, in a timely manner such that Passport can meet its obligations hereunder, any information and/or taking any action, as necessary or required, including, but not limited to, the execution of any documents related to the Accounts.
 - B. Passport Obligations. Passport shall:
 - i. Create the Private Label App.
 - ii. Assist Provider or otherwise act on Provider's behalf pursuant to the POA, related to the Accounts including, but not limited to, activation, set-up, management, maintenance, support and, with Provider's assistance, as may be required, obtain read-only Accounts and full-access Accounts on behalf of Provider.

- iii. Have the exclusive right, on behalf of Provider and in Passport's sole discretion, to respond to Private Label App reviews in the Google Play and Apple App Stores.
 - iv. Be responsible for all fees associated with the Accounts (currently, \$99.00/year for Apple and a one-time fee of \$25.00 for Google).
- C. Private Label Assets. Passport shall retain all trademark, copyright, and other intellectual property rights in and to any brand name and brand visualization content that Passport creates in connection with the Private Label App. Passport reserves the right to include elements indicating Passport as the provider of the Private Label App, such as word elements (e.g., "Powered by Passport") and/or design elements (e.g., a Passport logo), in conjunction with such Private Label Assets wherever they may appear.