

**RESOLUTION NO. 2016-98  
RADNOR TOWNSHIP**

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY,  
PENNSYLVANIA, APPROVING AN AGREEMENT WITH PARKEON, INC.**

*WHEREAS*, Parkeon, Inc., 40 Twosome Drive, Suite 7, Moorestown, NJ, 08057 offers a service called Whoosh which is used to make remote payment for municipal parking; and

*WHEREAS*, Parkeon, Inc. permits Township parking enforcement officers to monitor electronic payments for Township parking tickets; and

*WHEREAS*, Parkeon, Inc. charges a thirty-one cent per transaction service fee in addition to the parking fee charged by the Township.

*NOW, THEREFORE*, it is hereby **RESOLVED** that the Radnor Township Board of Commissioners does hereby approve an agreement with Parkeon, Inc., a copy of which is attached hereto and incorporated herein as Exhibit "A".

*SO RESOLVED*, at a duly convened meeting of the Board of Commissioners of Radnor Township conducted on this 26 day of September 2016.

RADNOR TOWNSHIP  
BOARD OF COMMISSIONERS

By: \_\_\_\_\_



Name: Phil Ahr  
Title: President

ATTEST: \_\_\_\_\_



## WHOOSH - MOBILE PHONE SOLUTION SERVICES AGREEMENT

Parkeon offers a service called WHOOSH. This Service is used to make remote payment for municipal parking, and Parkeon, via the WHOOSH platform, is the technical intermediary between a parking user ("User") of the WHOOSH Service and Customer. The WHOOSH platform allows for the User's payment of parking time from a mobile phone or a computer, consistent with the options chosen by the Customer. DEVO & Associates is the "Distributor" of the Parkeon WHOOSH Service.

### ARTICLE 1 - PURPOSE

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The purpose of this Agreement is to define the rights and obligations of Parkeon, the Distributor and Customer with respect to Parkeon's provisions of WHOOSH Service.

### ARTICLE 2 - ATTACHMENTS

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The document is comprised of the following attachments:

- ANNEX 1 - Scope of the WHOOSH Service
- ANNEX 2 - Price conditions
- ANNEX 3 - Service levels
- ANNEX 4 - Corporate Style Guide

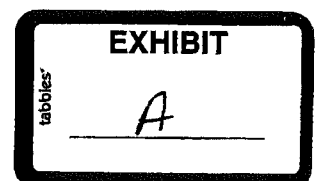
### ARTICLE 3 - DESCRIPTION OF THE WHOOSH SERVICE

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WHOOSH is a service rendered by Parkeon; it enables Users having activated the Service to make remote payments for parking.

The WHOOSH Service makes possible:

- Registration by the User for the WHOOSH Service,
- Payment for parking rights by User via mobile phone or a computer,
- Processing of electronic money flows up to the remittance of parking payments to the Customer merchant banking account in accordance with the approved time limit,
- Access to certain information by parking enforcement officers, through the use of portable terminals (PDAs) or by API monitoring,
- Access by User to his/her account and history of his/her transactions,
- Access by Customer to the monitoring of the issuance and sale of parking rights,
- Customer's assistance as regards to the use and handling of complaints,



The roles of each of the parties is further defined as follows:

- Customer defines the parking policy.
- Parkeon makes available and manages:
  - The WHOOSH Mobile Payment Service platform, which registers users and is used for transactional interface at the time of purchase of the parking rights;
  - The processing of all of the "parking business" functionalities and the data concerning the monitoring of online parking rights.
- Parkeon shall provide access to the payment platform used for Internet payment transactions via credit card.
- Customer shall verify electronic payments.

#### **ARTICLE 4 – FINANCIAL CONDITIONS**

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- 4.1 In addition to the parking fee charged by Customer, User will pay a Service Fee for the use of the WHOOSH Service as defined in Annex 2. The parking fee plus the Service Fee will be sent to the Customer's bank through their selected merchant bank processor. The Customer is responsible for any fees charged by their merchant bank processor.
- 4.2 The Distributor will invoice Customer on a monthly basis to collect the Service Fee and Customer will pay the Distributor all such Service Fees that it collects.
- 4.3 The Service Fees shall be payable within twenty days of invoice date.
- 4.4 The Distributor reserves the right to suspend services and/or to terminate the agreement in the event of a payment delay in excess of 60 days.

## **ARTICLE 5 – COMMITMENTS BY PARKEON AND ITS DISTRIBUTOR**

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5.1 Parkeon undertakes to provide the expertise and care necessary to provide the WHOOSH Service, as well as to follow relevant accepted industry practices and to achieve a level of quality that is consistent with market standards.

5.2 Parkeon warrants that the WHOOSH Service will be available and meet or exceed the standards contained in the Service Level Agreement defined in Annex 3.

However, Parkeon may in its sole discretion suspend the provision of the WHOOSH Service in the following situations:

- Suspension of the WHOOSH Service with advance notice of three working days, by any written means:
  - Installation of updates
  - Maintenance of the System and/or scheduled Maintenance
  - Service Fee payment delay in excess of 60 days.
- Suspension of the WHOOSH Service without advance notice:
  - Risks for the smooth functioning or safety of the infrastructures or equipment,
  - Fraud detected or reported,
  - Suspected or reported wrongful, fraudulent, unlawful use of the WHOOSH Service,
  - Failure to perform by a third-party and necessary to the rendering of the WHOOSH Service, including, but not limited to, the suppliers and operators of the telecommunications network.
  - Emergency circumstances affecting the functionality and/or security of the WHOOSH Service.

Regardless of the circumstances, Parkeon shall inform the Distributor of any suspension as soon as reasonably possible and shall provide an estimated period of downtime.

5.3 **Back office**

Parkeon shall provide Customer access to the Back Office tools enabling Customer to have access to the information and to the management reports on the transactions executed by the Users of the WHOOSH Service.

These tools draw on the infrastructure and platform managed and hosted by Parkeon. The platform is accessible by Customer through an Extranet. The conditions for the availability of these tools are defined in Annex 1.

Parkeon shall collect information regarding Users' payments and shall make this information available on the Platform for Customer use. Parkeon shall continue to be the owner of this information.

#### 5.4 Changes to the Services

Parkeon may occasionally, at its own initiative and in its sole discretion, change all or some of the functions or any component of the Service or make any modification (hereinafter referred to as "Modification") in order to improve the performance, service quality, or to correct errors or preserve the competitiveness of the Service. Before making such a Modification, Parkeon shall inform the Distributor by e-mail of said Modification.

### **ARTICLE 6 – CUSTOMER'S OBLIGATION**

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6.1 Customer must carry out all operations that are necessary prior to the launch of the WHOOSH Service and on an on-going basis, in particular:

- Opening and maintenance of the remote selling account throughout the duration of the agreement,
- Supply of all of the city data for parameterisation of the solution (mapping of parking payment terminals, prices, zone, etc.)
- Setting up of the system to verify electronic tickets and supply interface data, if applicable
- Training of the city's employees
- And, more generally, transmit to Parkeon any information useful to the implementation of the WHOOSH Service as requested by Parkeon.

It is hereby stipulated that the above list is given for indicative purposes and that it can be supplemented at the start of the project based on Customer's specific characteristics.

6.2 Customer undertakes to render the WHOOSH Service in accordance with Parkeon's recommendations and pursuant to the terms and conditions of the WHOOSH Service, provided to the User on the WHOOSH application and on the WHOOSH web site.

6.3 Customer undertakes not to use or authorise a third-party to exploit the information obtained from the use of the WHOOSH Service for purposes other than those related to the WHOOSH Service.

6.4 Customer acknowledges that the WHOOSH Service is paid for by credit card. Any transfer of information associated with the payment shall take place in a secure context. In particular, at the time of a payment, a credit card number and its validity date are transferred in a secure context using protocols in force, on the server of the service provider chosen by Parkeon.

In this connection and pursuant to standard terms of the service provider chosen by Parkeon, Customer acknowledges the importance of complying with the security rules.

For complete information on the security rules to be followed, Customer can refer to the PCI DSS (Payment Card Industry Data Security Standards) available, for example, on the Internet site of Visa or MasterCard, or from Financial Institutions.

In addition, Customer undertakes to:

- Ensure the application of the security patches on all of its machines, as well as setting up the machines' secure configurations.
- Never store on any type of medium information that is sensitive, such as credit card numbers or visual cryptograms (CVCs/CVV's)
- Protect all of its passwords and change these regularly, in particular, the password needed to obtain access to the Account of the payment service provider
- Protect access to its servers and its applications, as well to its technical infrastructure in general, in particular, using the firewall and antivirus.
- Establish secure application development procedures

The platform of Parkeon's payment service provider shall supply several automatic or manual methods permitting Parkeon to monitor consistency between the payments handled by the payment service provider and its own sales system. The system permits, notably:

- online consultation of transactions via Customer's Account,
- via SHA-1 key systems, to ensure the consistency of the payment data,
- the sending of payment notification e-mails,
- the use of other electronic means of notification in real or deferred time.

Customer undertakes to establish and apply adequate procedures for monitoring the proper execution of payments.

Parkeon strongly recommends Customer set up as many monitoring mechanisms as possible, in particular, in the case of e-commerce applications, and Parkeon reserves the right to limit the financial possibilities of the Account of the payment services provider (types of transactions permitted, maximum number of transactions per period, etc.) if it deems Customer's checks and/or monitoring insufficient. The mechanisms for checks and monitoring used, and/or the activation or non-activation of the security options are freely chosen by Customer, and cannot under any circumstances give rise to Parkeon's liability.

## **ARTICLE 7 – MARKETING AND PROMOTION**

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Customer authorizes Parkeon and its Distributor to engage in marketing, business analytics and advertising campaigns for the promotion of the WHOOSH Service, including but not exclusive communication and promotion by press, flyers, city Internet site, affixing of information stickers on places of sale (on parking payment terminals, or in their absence, on any other medium visible from parking places) in a manner consistent with the Corporate Style Guide and the definition of the zone codes.

To this end, Parkeon hereby grants Customer a non-exclusive license during the term of this Agreement for the purposes of using the WHOOSH name and logo in the conditions defined below:

Parkeon shall provide to Customer graphical materials (logo, visuals, etc.) needed in order to organize the promotion and showcasing of the WHOOSH Service to Users. Customer is authorized to modify these items, if applicable, within the limits defined by Parkeon's written instructions and in accordance with the Corporate Style Guide enclosed in Annex 4. In such case, Customer must obtain Parkeon's written approval prior to any use of said items.

Upon the expiry of the Agreement, whatever the reason, Customer shall return to Parkeon as soon as requested all of the unused items that were handed over to it pursuant to this Article.

## **ARTICLE 8 – INFORMATION REGARDING USERS**

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In accordance with the terms of this Agreement and those of applicable laws Parkeon shall keep full files of all of the information and data collected from Users. Parkeon shall obtain and use this information only in accord with applicable laws in force and any amendment to this Act and shall not give or disclose this information, in any circumstances, to third parties, except for the information that has been expressly approved by Customer or is required to be produced pursuant to subpoena or court order. Parkeon shall comply with all of the provisions concerning data processing and freedoms and shall apply these accordingly to its technical facilities.

Each Party undertakes, as regards the Service rendered, to comply with all of the provisions of applicable law. No data and in particular personal data, may be used by either Party for any purpose other than the strict performance of the Agreement. Parkeon undertakes to implement mechanisms to monitor access to these data.

## **ARTICLE 9 - SUSPENSION**

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The Distributor reserves the right to suspend, limit or to partially or completely restrict the supply of and/or access to the Service after having so notified Customer by any means, notably:

- In the event of a breach of one of Customer's obligations indicated in the Agreement after notice of said breach and a reasonable time to cure
- In the event of a failure to make timely payment of the amounts due, and in the absence of a challenge, duly reasoned and sent to the Distributor by registered mail with return
- In the event of non-conforming use of the Products or Services

The resumption of the Service after suspension and/or limitation due to Customer's act or fault can give rise to the invoicing of Resumption of Service Fees. In the event of a temporary suspension and/or a limitation resulting from the actions or inactions of the Customer, Customer shall continue to be bound by its obligations; it is understood that the suspension shall not give rise to the cessation of the invoicing of said fees.

In addition, Parkeon or its Distributor shall be authorized to suspend, limit or restrict the Service for any improvement or preventive or curative maintenance work, or if the Parkeon or its Distributor is required to follow an order, an instruction, a demand from the Government, a regulatory authority or from any competent administrative or local authority. In this case, Customer shall be relieved of its obligations during the suspension, restriction, or limited service.



## ANNEX 1

### SCOPE OF THE WHOOSH SERVICE

#### **FUNCTIONAL AND TECHNICAL SCOPE**

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The WHOOSH Service permits:

- The registration of users for the service via:
  - Applications for IOS and Android smartphones
  - Internet/Mobile Internet browser and access to the dedicated site [www.whooshstore.com](http://www.whooshstore.com) and [m.whooshstore.com](http://m.whooshstore.com)
- The obtaining and payment of parking rights by users who use their mobile phone or a computer via:
  - Applications for IOS and Android smartphones
  - Internet/Mobile Internet
- The obtaining of payment confirmation from the web site;
- The obtaining of expiry imminent notification via push notification if option chosen by the user;
- The possibility to extend the ticket in progress, in accordance with pricing rules in force as established by Customer;
- The secure processing of electronic money flows up to the remittance of payments to the Customer;
- Access to the information necessary to the verifying of the vehicles parked, by the parking enforcement officers having portable terminals (PDAs) beforehand that are connected either via the monitoring application or by the making available of an API;
- Access by users to their account and to the history of their transactions;
- Access by the Customer to the financial information and to the monitoring of parking rights sales transactions;
- Assisting users in using the WHOOSH Service;
- The handling of complaints communicated by the Customer and/or User;
- Informing the user of the city price;
- Access to FAQs, as well as to a usage tutorial.

## **INFRASTRUCTURE**

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The WHOOSH Service is provided in SaaS mode.

Parkeon shall supply:

- access to the WHOOSH Service platform that registers users and is the transactional interface at the time of the purchase of the parking rights by Smartphone (IOS and Android), Internet application and Mobile Internet.
- access to the payment monitoring information;
- myParkfolio interface for the reporting of information concerning the Transactions executed on all of the distribution channels and permitting the financial and statistical consolidation of the data concerning the parking rights delivered by the distribution channels set up.

Parkeon manages the connection to the payment platform that is used for Internet payment transactions.

## **REGULATORY CONSIDERATIONS**

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Parkeon shall ensure the conformity of the WHOOSH Service to Payment Card Industry Security Standards ("PCI-DSS") and the maintenance of all of the accreditations required by outside firms, excluding all of the systems that are not directly under its control.

## **IMPLEMENTATION AND EXPLOITATION PROCEDURE**

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### **INITIALIZATION**

1. Parkeon shall allocate to each of the on-street parking zones and to each street in which the parking zone is authorized, a certain number of unique parking zone codes.
2. The Distributor shall agree with the Customer on a timetable for the commencement of the service at a launch meeting.
3. The Distributor shall provide the following to the Customer at least 20 days prior to the agreed date for the commencement of the service:
  - a. The telephone number of customer service;
  - b. The list of the parking zone numbers allocated for each of the parking payment terminals, provided with their address for the introduction of the Whoosh Service.
4. The Distributor shall provide either standard items enabling the Customer to create its communications media, or the standard models made by Parkeon; a brochure or leaflet, a model of stickers to be affixed on parking payment terminals, recommendations for the affixing of said stickers, access to the Internet site and suggestions for contributing content and visuals.

5. Parkeon undertakes to process all of the data with the strictest possible confidentiality.
6. Customer undertakes to perform the following obligations:
  - a. To supply, as a pre-condition to the activation of the Service all of the information necessary for the parameterisation and personalisation of the Service and to inform the Distributor in writing, of any change of this information (in particular and not limited to, any moving of a parking payment terminal to a new address, or pricing modification). Customer is alone responsible for the consequences caused by a failure to supply or to make available this information; in particular, Customer shall furnish:
    - i. A copy of the contract of adherence to the merchant contract mentioning its identifier at the acquirer (MerchantID)
    - ii. List of the names of zones
    - iii. GPS coordinates of the zones in question
    - iv. Names and titles of the users of the monitoring service
    - v. Agreement on communication to the public (stickers, flyers and any promotional content)
    - vi. Agreement on any communications content (label, websites, naming review, etc.)
    - vii. Agreement on the list of applicable rates
    - viii. Confirmation of use of the monitoring API supplied by Parkeon; any use of another interface shall be quantified and be the subject of a specific timetable.
  - b. To supply to the Distributor the contact information of the person responsible for the Customer for the implementation and exploitation of the service, and to inform the Distributor immediately in the event of any change.
  - c. To authorise Parkeon and its Distributor to use the parking data for statistical purposes
  - d. To ensure the security and conformity of the use of the system by its agents.
  - e. To restrict the dissemination and to maintain the confidentiality of all of the logins, passwords and identification of the personnel, used with respect to the Service and, more generally, to protect this information so as to avoid any use by unauthorized persons.
  - f. To only use the Service in accordance with the instructions given by Parkeon and its Distributor, for its proper management.
  - g. To test the conformity of the system made available in accordance with the recommendations or specifications supplied by Parkeon.

## **ACTIVATION OF THE SERVICE**

1. The Service shall be activated on an agreed date for the launch of the Service (mentioned on the Service registration form), insofar as the preconditions are satisfied and the activation date is realistic. In the event of the non-satisfaction or incomplete satisfaction of the preconditions, Parkeon and its Distributor shall suggest a new date for the activation of the Service, which must be consistent with the date on which the preconditions will be satisfied
2. During the activation of the Service the Customer must ensure the full availability of a manager, who is an employee of the Customer and has knowledge of and access to all information associated with the Service.
3. After activation, the Distributor shall notify the Customer of the official launch of the Service.

## **SUPPORT**

Parkeon and its Distributor shall provide a support service in accordance with the conditions described in Annex 3, "Service Availability and Levels".

In this connection, Parkeon and its Distributor shall:

1. Provide access to the technical support service to assist the Customer to reply to and advise the user on the questions associated with the WHOOSH Service;
2. Ensure that the technical support is available during business hours 8:00AM and 8:00PM EST Monday through Friday excluding company holidays;
3. Ensure that the technical support can be reached via a telephone number at the local call rate;
4. Monitor the performance and supply of the WHOOSH Service.

## **UPGRADE MAINTENANCE**

Parkeon is entitled to modify the Service, provided however that such modification(s) does not materially alter the functionality or purpose of the Service.

Parkeon shall be responsible for the corrective and upgrade maintenance of the WHOOSH Service. In this case, Parkeon can suspend the supply of the Service in the conditions defined in this agreement.

**ANNEX 2**

**PRICING CONDITIONS**

**SERVICE FEES**

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The Service Fee is \$0.31 per transaction.

**REVISION OF PRICES**

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The Distributor reserves the right to increase or decrease the Service Fee on an annual basis. Written notification will be provided to Customer at least 30 days prior to a price revision.

## **ANNEX 3**

### **SERVICE AVAILABILITY AND LEVELS (SLA)**

This SLA defines the Service Level to which Parkeon and its Distributor is committed and the financial liability of Parkeon and its Distributor to Customer in the event of the non-attainment of the Service Level. This SLA pertains specifically to the WHOOSH Service.

As regards the service levels as defined in following Articles 4 and 6, the average response time and/or the average availability are understood as average values calculated for all Customers for the given period.

#### **ARTICLE 1 - MAINTENANCE OF THE WHOOSH SERVICE**

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- 1.1 The Distributor shall send Customer an e-mail informing the latter of any major modification having an impact on the functionalities of Customer's account. This e-mail shall contain a description of these modifications.
- 1.2 Parkeon shall do its utmost to deliver good backward compatibility of the new versions of the interfaces that can be used by the Customer's applications.
- 1.3 The procedures described in Articles 1.1 and 1.2 above do not apply to urgent corrections of bugs or made for reasons of security or required directly or indirectly by Financial Institutions, or governmental or legal authorities.
- 1.4 Unavailability associated with the maintenance of the Service shall, if possible, be scheduled during periods of low traffic. In principle, this maintenance shall not exceed an average of 4 hours per month. However, this average monthly maintenance duration can be exceeded once each quarter, by at most 4 hours. Customer shall be informed in writing at least 72 hours prior to the beginning of the maintenance activities, except in the case of Article 1.3 above.

#### **ARTICLE 2 - MONITORING OF THE SERVICE**

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- 2.1 The Service is monitored in two ways:
  - Active monitoring: Parkeon's automatic procedures, which periodically test the availability of the main system and its functionalities. These active monitoring processes include the alert and escalation mechanisms needed for Parkeon's technical support department to be informed as quickly as possible.
  - Passive monitoring: Customer is able to notify, 24 hours a day, an incident associated with the use of the Service. Outside the Help Desk's working hour time slots, this notification shall be made by e-mail to the address [info@whooshstore.com](mailto:info@whooshstore.com)
- 2.2 Customer undertakes not to use the active monitoring system in order to avoid a possible disturbance of the Service's performance due to unnecessary overload.

### **ARTICLE 3 - AVAILABILITY OF THE SERVICE**

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During the days and time slots in which parking is not free of charge, Parkeon shall take measures to enable:

- The User Service to be operational 24 hours a day, except for scheduled maintenance.
- Transactional flows to be recorded every day without loss of data
- The Service to be open to users during paid parking times, except for scheduled maintenance.
- The Service via the Internet site for users to be operational 24 hours a day, except for scheduled maintenance.
- The management and monitoring service via the interfaces connected to the system to be operational, Monday to Friday, from 8:00AM to 8:00PM EST, excluding company holidays.
- The service for the verifying carried out by parking enforcement officers to be operational throughout the activity period of the services of the City's Police force (working hours).
- The Service for access by law enforcement personnel to be operational 24 hours a day, except for scheduled maintenance.

Unavailability of the Service is defined as the period during which the majority of Customer's active users are unable to place new authorisation or payment transactions via the Service. It is also agreed that the service shall be considered unavailable if the response time as defined in Article 4 below exceeds 60 seconds for the majority of the Customer's active users.

3.1 Parkeon offers 98% availability of the Service, on a monthly basis, although the situations mentioned in Article 3.2 are excluded. Customer can, if it expressly requests this, obtain the transmission of an SLA report covering a given month, to enable it to monitor the level of performance compared to the SLA.

3.2 Unavailability excludes the following situations, which therefore do not give rise to the right to any compensation:

- Errors following the configuration based on incorrect information supplied by Customer,
- Supply by Customer or its users of incorrect or incomplete data needed by Parkeon to properly execute a transaction,
- Scheduled unavailability due to maintenance, insofar as executed in accordance with Article 1 of this SLA,
- Failures by Customer or by its users to comply with Parkeon's procedures,
- Malfunction of the equipment of Customer or of its users,
- Unavailability of telecommunications lines,
- Unavailability of Internet access,
- Unavailability of the acquirer's authorisation equipment,
- Force majeure,

3.3 Notification and beginning of an incident

Customer shall inform Parkeon and its Distributor of the existence of an incident:

- During working hours: by telephone and by assistance request ticket. (See Article 5, Technical assistance below) The unavailability time shall commence as of the moment in which the assistance request ticket is created. In the event that the receiving procedure that permits the creation of assistance request tickets is unavailable, the unavailability time shall commence as of the telephone call to the Parkeon technical support department.
- Outside working hours: by e-mail, only to the address [info@whooshstore.com](mailto:info@whooshstore.com). The unavailability time is only counted over the Technical Support's time slot worked, i.e. 8:00AM to 8:00PM EST, Monday to Friday excluding company holidays.

- 3.4 If two (2) consecutive unavailability periods of less than 15 minutes, occurring for an identical reason, are separated by a short period of availability (less than 15 minutes AND a total duration of less than the duration of the periods of unavailability), the two unavailability periods shall be considered as a single unavailability period, commencing with the beginning of the first unavailability period and ending at the end of the last unavailability period.

#### **ARTICLE 4 - RESPONSE TIME**

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- 4.1 Parkeon guarantees an average monthly response time of its online payment authorization process of less than twenty (20) seconds for all of its debit or credit card transactions. However, certain exceptions could exist, associated with specific acquirer connections. In that case, Parkeon and its Distributor would indicate it to Customer on a case-by-case basis. This applies only to online transactions transmitted individually to the Parkeon payment service provider and excludes any transaction consolidation mechanism.
- 4.2 Response time is measured from time of receipt of the payment request by Parkeon until the sending by Parkeon of the result of the payment request to the initiator of this request.

#### **ARTICLE 5 - TECHNICAL ASSISTANCE**

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Technical assistance is provided by telephone (see the service telephone numbers available on the contact page) and by e-mail, from 8:00AM until 8:00PM EST, excluding legal holidays and Company published holidays.



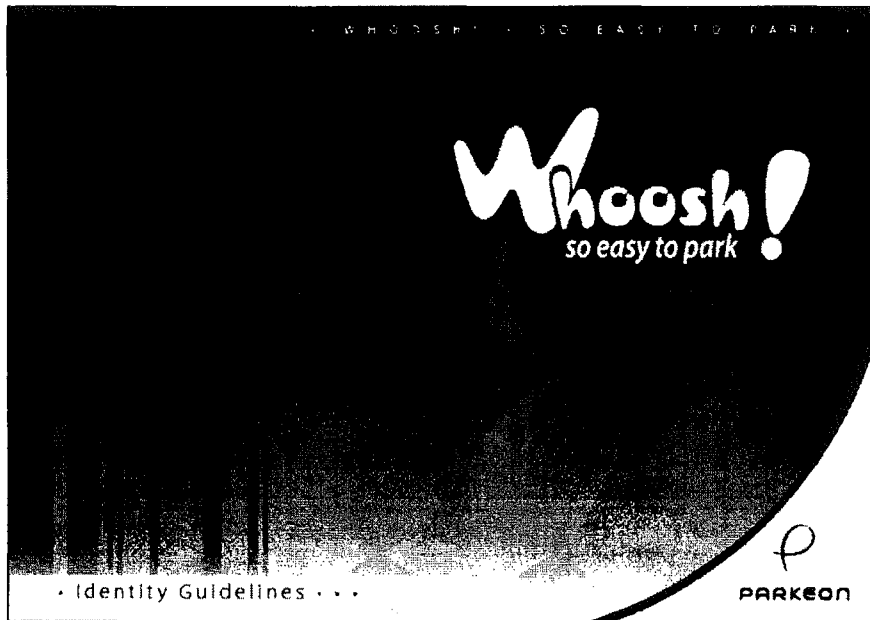
**ARTICLE 6 - SEVERITY LEVEL AND RESOLUTION**

Parkeon undertakes to restore basic functionalities, or at least, to communicate an action plan for resolution, within the time limits defined below. The time limit is assessed as of the time that Parkeon becomes aware of the problem. If the analysis of a problem concludes that the latter results from improper use of the system or of a part of the system by the Customer, Parkeon shall maintain the level of severity and shall strive to keep to the time limit defined below. In such a case, Parkeon nevertheless reserves the right to apply a specific price for this resolution and to increase the intervention time.

Severity	Description	Intervention time commitment vs. Technical Support Working hours	
		During	Outside
CRITICAL	A problem, the impact of which on Customer's commercial operations is critical, namely, if it is not possible to make parking purchases via Whoosh.	4 hours	4 hours as of the subsequent working hours
MAJOR	- A problem of configuration or updating having an impact on the supervisory functionalities (loss or modification) or triggering a loss or a modification of key information. - A problem having an impact on access to the supervisory service	6 hours	6 hours as of the subsequent working hours
MINOR	A problem giving rise to the loss or modification of non-major information.	24 hours	36 hours
SUPERFICIAL	A configuration modification request, or any other problem, the impact of which on Customer's commercial operations is limited.	36 hours	48 hours

## ANNEX 4

### CORPORATE STYLE GUIDE



• How can I use the logo? • • •

- Logo introduction  
Where possible the "Whoosh!" logo should be used in full pink colour with dark grey baseline.
- Clearance area  
To ensure legibility and to prevent any obstruction of the "Whoosh!" logotype, always maintain a minimum distance between the "Whoosh!" logo and any other element (graphic, type, line, or edge of page).  
The clearance area around the "Whoosh!" logo on all four sides should never be less than the height of the letter 'o' (see illustration above).
- Minimum size  
To ensure legibility, never reproduce the "Whoosh!" logo as less than 40mm wide.  
For a lower positioned logo, please use the logo without baseline.

• Identity Guidelines • • •

"Whoosh!" is a Falkem service  
Falkem S.A.S. - Parc La Fayette - 6, rue Isaac Newton - 25075 Besançon Cedex 9  
Phone: +33 (0)3 81 54 50 00 - Fax: +33 (0)3 81 54 49 96 - www.parkeon.com

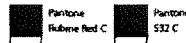
## • Which logo type do I use? •••



### • Spot colour

Use and refer to this logo when spot colour printing is required.

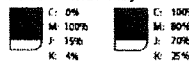
Preferred for Spot Printing



### • CMYK

Use this logo for all full colour applications

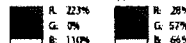
Preferred for Process Printing



### • RGB

Use this logo for digital applications including PowerPoint and Word

Preferred for Electronic Applications



Web Safe Hexadecimal > #F11470 / #76373E

• Identity Guidelines •••

"Whoosh!" is a Parkson service  
Parkson S.A.S. - Parc La Fayette - 6, rue Isaac Newton - 25075 Besayon Cedex 9  
Phone: +33 (0)3 81 54 56 00 - Fax: +33 (0)3 81 54 49 00 - www.parkson.com

## • Which alternative logos can I use? •••



### • One colour

When single colour production only is available the entire Whoosh! logotype should appear in the "Whoosh!" pink including the baseline.



### • Black

When appearing in any application where "Whoosh!" colours are not available the entire "Whoosh!" logotype should appear in black. Separate a light background or white (against a dark background). No other colours should be used.



### • Reversed

If necessary, the entire "Whoosh!" logotype may appear as a reversed white logo on a black or dark coloured background. When reversing the logotype, be sure to maintain sufficient contrast.

Avoid complex and backgrounds that compete with the "Whoosh!" logotype or reduce its legibility.

• Identity Guidelines •••

"Whoosh!" is a Parkson service  
Parkson S.A.S. - Parc La Fayette - 6, rue Isaac Newton - 25075 Besayon Cedex 9  
Phone: +33 (0)3 81 54 56 00 - Fax: +33 (0)3 81 54 49 00 - www.parkson.com

## • Which alternative logos can I use? ...



- Without the baseline  
If necessary, the "Whoosh!" logo can be used without the baseline "to easy to put".



- "Whoosh!" initials  
Additional graphic element is used for the applications.



- "Whoosh!" applications icon  
Icon for "Whoosh!" applications.

• Identity Guidelines • • •

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Phone: +33 (0)3 81 54 50 00 - Fax: +33 (0)3 81 54 49 90 - www.partheon.com

## • Which fonts should I use? ...

### • Main Content Fonts

Fonts to use for the main content of any Whoosh presentation (external body copy).

**Myriad Pro Light / Italic**

AaBbCc1234 - AaBbCc1234

**Myriad Pro Regular / Italic**

AaBbCc1234 - AaBbCc1234

**Myriad Pro Semibold / Italic**

AaBbCc1234 - AaBbCc1234

**Myriad Pro Bold / Italic**

AaBbCc1234 - AaBbCc1234

### • Substitute Fonts

Please use **AFIAL** (normal - bold - italic - bold italic) for all digital mediums and web use or when Myriad Pro is not available.

• Identity Guidelines • • •

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