



# PayBySky Service Agreement

Applied Telemetrics Inc., carrying on business as PayBySky ("PBS") and the Customer, as defined herein, wishes to access, the PBS automated parking payment system for Active Parking Zones in accordance with this Agreement. Any capitalized terms herein, which are not specifically defined, shall have the meanings ascribed thereto on Schedule A, attached hereto.

The Terms of Service, available on the Website, are incorporated by reference and form a part of this Agreement. The Customer acknowledges having had an opportunity to review the Terms of Service and other information available to the Customer on the Website. The Customer acknowledges that the Terms of Service and other documentation pertaining to the services provided herein are set forth on the Website and may, from time to time, be amended in accordance with their respective terms. By executing this Agreement and by using the services provided for herein, the Customer accepts the terms and conditions of this Agreement, the full Terms of Service as the same exist, from time to time, on the Website and the other documentation on the Website pertaining to the relationship established by this Agreement, including the Privacy Policy.

The Customer acknowledges and agrees to be responsible for: (i) administering and maintaining its myPayBySky (mPBS), which includes, assigning VIN's and Plates to specific Skymeters; (ii) designating an Administrator; (iii) updating, as required, information on mPBS to ensure that Skymeters and relevant vehicles are appropriately registered; (iv) ensuring that Skymeters are properly installed in vehicles and maintained; and (iv) ensuring that the mechanisms for payment Transaction Fees are up to date and accurate. The Customer acknowledges that accurate designation of VIN's and Plates is necessary to ensure that the Service is available and that Transactions can be appropriately completed.

PBS agrees that it will provide the Services in accordance with the Terms of Use, as the same exist from time to time.

Skymeters sold or rented to the Customer by PBS will be as described on Schedule B attached hereto. If no such Skymeters are presently designated, Schedule B will be created through mPBS and the Schedule B so set forth on Customer's mPBS shall be the Schedule B for all purposes of this Agreement. Schedule B may, from time to time, be amended to reflect surrenders, exchanges or acquisitions of new Skymeters. Schedule B shall also indicate, with respect to each Skymeter, the service level selected by the Customer. Current service levels and, unless otherwise specifically provided for in Schedule B, relevant Service Charges/Purchase Price are set forth on Schedule A. The foregoing are all exclusive of Tax. Pricing is current with respect to the date this Agreement is executed and is subject to change in accordance with the Terms of Service. Schedule B shall reflect the then current pricing applicable to the service levels selected by the Customer. Transaction Fees are set by the Operator of an Active Parking Zone.

The Customer hereby authorizes PBS to automatically charge the credit card or debit account setup (or any subsequently designated credit card) for: (i) Service Charges, (ii) Purchase Price; and (iii) Transaction Fees, as applicable. The Customer acknowledges that payment for Service Charges shall be made for each Payment Cycle. Payment for the first Payment Cycle shall be made upon the Agreement becoming effective and payment for each following Payment Cycle shall be charged to the credit card or debit account thirty (30) days prior to the commencement of such Payment Cycle. Initial Service Charges for Skymeters acquired after the commencement of this Agreement shall be charged from the date of activation to the end of the then current Payment Cycle. The Customer agrees to provide updated credit card information prior to the expiry date of the credit card. Failure to provide a valid credit card may result in the suspension or cancellation of service. The customer who opts for a Rental Contract will be held responsible for the return of the Skymeter within 30 days of the termination of this agreement for any reason. Failure to return the Skymeter(s) devices under a Rental Contract Service Level will result in a charge of \$179.00 per Skymeter not returned.

The Customer hereby designates the individual below as the Administrator for the PBS account. PBS is authorized to accept instructions and directions from the Administrator without having to inquire further as to the authority of the Administrator to bind the Customer in respect of the PBS account:

Name	_____	Position	_____
Telephone	_____	Email	_____

**The Terms of Service contain limitations on the liability and obligations of PBS in regard to the service. The Customer acknowledges having read and understood the Terms of Service and the limitations set forth therein. The Customer further acknowledges that it is responsible for any and all Transaction Charges.**

The effective date of this Agreement is \_\_\_\_\_

**Applied Telemetrics Inc. dba PayBySky**

**Customer:** \_\_\_\_\_

Per: \_\_\_\_\_  
Duly authorized representative.

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Schedule A - Definitions**

The terms set forth below shall have the respective meanings described thereto:

"Active Parking Zone" means those designated parking areas, for which payment is required, and which PBS has made arrangements to permit the PBS service for payment. Active Parking Zones are identified on the Website.

"Administrator" means the individual designated by the Customer to administer and have primary responsibility for the operation of the PBS account, and, as well, will have primary responsibility for ensuring that VIN's and Plates are specifically designated with respect to particular Skymeters.

"Customer" means the party executing the face page of this agreement who wishes to subscribe for PBS services.

"mPBS" means the My PayBySky webpage on which the Customer's account information is available through and maintained by the Customer's Administrator, including Schedule B, as the same may, from time to time, be amended.

"Operator" means the entity which operates an Active Parking Zone.

"Plate" means the licence plate associated with a particular vehicle.

"Payment Cycle" means a three (3) month period commencing upon the date of activation of a Skymeter.

"Purchase Price" means the price paid by a Customer to purchase a Skymeter, as set forth, below, in the table under "Service Charges".

"Rental Contract" means the Customer has chosen to rent the Skymeter as part of the Service Charge.

"Service Charges" means the monthly fee paid by the Customer to PBS to utilize the service and, as applicable, rent a Skymeter, as set forth below:

Service Level	Service Level Code	Skymeter Purchase	Service Level Code	Skymeter Rental Included in Monthly Fee
Parking only	YYCP1	\$15.90/month	YYCR1	\$26.90/month
All-in bundle	YYCP2	\$22.90/month	YYCR2	\$33.90/month
Parking & log book	YYCP3	\$19.80/month	YYCR3	\$30.80/month
Parking & tracking	YYCP4	\$20.80/month	YYCR4	\$31.80/month
Skymeter purchase		\$179.00/each		N/A

"Skymeter" means the electronic devise pursuant to which the services are provided. Effectively, the Skymeter communicates the geographic position of the vehicle and facilitates the parking transaction.

"Tax" means provincial or federal sales or value-added tax (including Harmonized Sales Tax or the Goods and Services Tax) applicable to a Service Charge, Purchase Price or Transaction Fee.

"Terms of Service" means the terms by which PBS will provide the service, as such are set forth on the Website and, as the same may be amended, from time to time.

"Transaction" means the transaction between the owner/operator of an Active Parking Zone and the Customer, pursuant to which a vehicle, designated by the Customer, is parked in the applicable Active Parking Zone.

"Transaction Fee" means the fee charged by the owner/operator for parking in an Active Parking Zone.

"VIN" means the Vehicle Identification Number specific to a particular vehicle.

"Website" means the Website maintained by PBS at [www.paybysky.com](http://www.paybysky.com)

**Schedule B**

**Skymeter Particulars**

Skymeter Identification Number	Service Level Code	Monthly Service Charge

Skymeter Identification Number	Service Level Code	Monthly Service Charge

**Multiple vehicles may be assigned to a single Skymeter. In such instance, the service level for each vehicle must be identical.**