

### **Mobility Manager**

Prepared by Populus for Lexington-Fayette Urban County Government

February 23, 2023

Lexington-Fayette Urban County Government 200 E Main St. Lexington, KY 40507

ATTN: Scott Thompson

February 23, 2023

Dear Scott:

Populus is pleased to present this renewal agreement to Lexington-Fayette Urban County to continue supporting the delivery of advanced mobility management solutions for the City.

Background: Populus has been supporting the Lexington-Fayette Urban County Government since December of 2019.

In the attached renewal, we have provided our standard services agreement. In addition to the basic subscription that the Lexington-Fayette Urban County Government currently has access to, we have provided the option to add our Curb Manager, a comprehensive tool to manage the curb.

We look forward to discussing this proposal with you at your earliest convenience.

Sincerely,

Regina Clewlow, Ph.D.

Zin Chi

Co-Founder and CEO, Populus

#### Innovative Features Now Available through Populus

Data and Geospatial Analysis	<ul> <li>User-friendly module to upload any geospatial file directly into our platform and process millions of trip and vehicle data points in seconds (Included)</li> <li>You can now view U.S. Census data, including % non-white and median income, on maps in the Populus platform (Included)</li> <li>You now have the option to view 3D shapes in the Populus platform as well as download high-res maps. (Included)</li> </ul>
Compliance	<ul> <li>Monitor operator compliance with no parking, no ride, parking time limit, vehicle cap policies, and more within our Policy Compliance dashboard. (Included)</li> <li>Daily, weekly, and/or monthly compliance reporting emails directly to your inbox. Compliance emails will quickly let you know if and when operators were out of compliance with established policies. (Upgrade to Digital Enforcement bundle)</li> </ul>
Fees and Invoicing	<ul> <li>Populus' fees solution helps you easily track and invoice operators for shared mobility program fees. Our leading invoicing and fees feature allows you to automatically invoice operators through our platform (Upgrade to Digital Enforcement bundle)</li> <li>Our platform includes an auditable digital trail for each fee invoiced through our platform (Upgrade to Digital Enforcement bundle)</li> </ul>
US DOT Safety Initiative	<ul> <li>Exclusive access to our platform's advanced safety features being developed in conjunction with the US Department of Transportation (USDOT). (Included)</li> </ul>
Curb Manager	<ul> <li>New module that includes curb demand data, digitization of parking regulations, and the ability create and manage curb and parking regulations, including commercial loading zones (Upgrade to include Curb Manager License)</li> </ul>

#### **Populus Renewal Agreement**

The Services Agreement between Populus and Lexington-Fayette Urban County Government, which was effective as of December 18, 2019, is hereby renewed on the terms set forth in this Renewal Agreement.

Prepared for: Scott Thompson (pthompson2@lexingtonky.gov)  Contact: Kyle Rowe (kyle.rowe@populus.ai)  Date: February 23, 2023			
Customer	Lexington-Fayette Urban County Government		
Effective Date	December 18, 2022		
Renewal Term	1 year plus 1 optional year		
Populus Mobility Manager License	December 18, 2022		

providers on behalf of the LFUCG. 85% of new mobility revenue invoiced by Populus shall be transferred to the County. Populus shall retain 15% of new mobility revenue for digital parking validation and invoicing services. The 15% service fee shall come exclusively from LFUCG's portion of the per trip fees as calculated in section 17D-13 of the Code. Currently, LFUCG is entitled to receive a share of the total per-trip fees equal to the percent of trips involving a shared mobility vehicle that is ended (checked in or locked) outside the University of Kentucky's boundaries (trips ended outside the University of Kentucky's boundaries divided by the total number of trips in Lexington-Fayette County, multiplied by 100), a map of which has been provided to Populus, or 50% of per trip fees, whichever is greater.

- Populus will provide a monthly billing summary and payment to LFUCG. The 15% service fee described above shall come exclusively from LFUCG's share of per trip fees and shall be outlined in the monthly billing summary provided to LFUCG.
- Populus will provide monthly payments to the University of Kentucky for the share of fees the entity is entitled to receive under Section 17D-13 of the Code. Currently, the University of Kentucky is entitled to receive a share of the total per trip fees equal to the percentage of trips involving a shared mobility vehicle that is ended (checked in or locked) inside the University of Kentucky's boundaries (tripes ended inside the University of Kentucky's boundaries, divided by the total number of trips in Lexington-Fayette County, multiplied by 100), not to exceed 50% of the total amount of trip fees collected.

#### **Customer support included:**

- Populus resources (reports, webinars, and customer FAQs)
- In-app Customer Success staff support
- Unlimited entity-employed users

#### Terms of Use

Except as amended herein, the terms and conditions of the original Services Agreement will remain unchanged and will continue in full force and effect, including the original Terms and Conditions executed as part of the Services Agreement. Any modifications or additional terms shall be attached to this Order Form and agreed to in writing by both parties (the "Addendum"). Unless otherwise specifically stated in an Addendum, in the event of a conflict between the Addendum and the Terms, the Terms shall govern.

This Agreement shall renew at the end of the Renewal Term and shall thereafter continue for successive annual periods until terminated by either party upon not less than ninety (90) days' written notice prior to the expiration of the then current renewal term.

The parties have caused their duly authorized representatives to execute this Agreement (incorporating the Terms) as of the dates set forth below.

#### Indemnification

Populus shall indemnify, defend and hold harmless LFUCG and its elected and appointed officials, employees, agents, volunteers, and successors in interest, from and against any and all liability, damages, and losses, including but not limited to: demands, claims, liens, suits, notices of violation from governmental agencies, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen from or by Company's performance of, or breach of this Agreement and/or the provision of goods or services, provided that (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of Company or its officials, employees, or agents; and (b) not caused solely by willful misconduct of LFUCG

Bill-	Kinda Gorton)
Signature of Populus Technologies, Inc.	Signature of Lexington-Fayette Urban County
Printed Name: Regina Clewlow	Printed Name: Linda Govten
Title: CEO	Title: Mayor
Date: 3/1/2023	Date: 4/7/2023
Customer Billing Contact Name:	
Fmail:	Phone:

#### **EXHIBIT A**

#### **Professional Services**

In addition to product support, Populus can provide the following services at an additional fee to be mutually agreed upon, in writing, at the time they are requested. Professional Services offered by Populus may include but are not limited to the following examples:

Professional Services Examples		
Operator Data Feed Consulting	Populus will make best efforts to integrate with all operators; however, as the standards change, operators often need support remaining compliant with the GBFS and MDS data specifications  Helping operators become GBFS or MDS Compliant  Repairing operator data feeds	
Data Entry	Populus has a user-friendly and intuitive interface to upload all of your policies and geographies or you can opt to have us do it for you.  Manually creating or uploading City policies  Uploading more than 5 geographies	
Facilitation and Training	We provide robust onboarding training as well as access to our FAQ, help desk, and regular training when we release new features. If you want more personalized training or other data, we can help!  Additional training for non-agency users  Mobility Surveys	
Data Analysis	Populus offers a variety of reports downloadable in CSV and GeoJSON formats.  Additional custom reporting is not included.	

2022 Professional Services Rates		
Project Manager or Customer Service Representative	\$150 per hour	
Technical and Engineering Support	\$250 per hour	

# BEST TOOL FOR THE JOB.

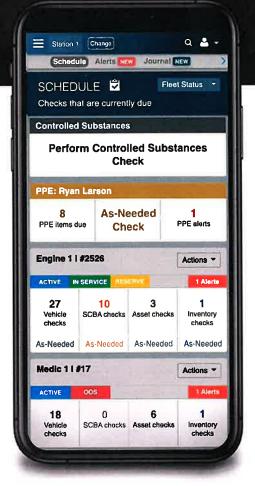
Purpose-built software for checklists and inventory management.

# PSTRAX PROPOSAL FOR

Lexington-Fayette Urban County Government on behalf of the Division of Fire and Emergency Services

c/o: Shane Poynter, Battalion Chief 219 E 3rd St Lexington, KY 40508





Prepared By: Dave Zachau Station Automation, Inc. (DBA PSTrax) Feb 01, 2023



## **MODULES OVERVIEW**

The PSTrax system consists of seven modules. Simply select the modules your agency would like to start with. You may add additional modules at any time.



The <u>Vehicle Module</u> automates vehicle maintenance checks and all tools and equipment carried on each vehicle. Each apparatus can be customized based on its checklists (daily/weekly/monthly/PMs) and inventories, with unlimited check scheduling options - any frequency. Track inventory transfers and complete as-needed checks for fuel logs, PMs, and post-call inventories. Easily manage your entire fleet and update see the location of each vehicle and make status updates for in-service, out-of-service, and reserve units.



The <u>Station Module</u> schedules building maintenance inspections, chore schedules, safety inspections, specialty equipment inspections, and basic EMS and station supply checks. Each station, building, training facility, or headquarters checklist can be customized based on its individual desired inspections or checks, (daily/weekly/monthly/quarterly, etc.), with unlimited check scheduling options - any frequency.



The <u>SCBA Module</u> tracks the full history for each piece of SCBA gear from purchase to retirement. Document any type of event - inspections, hydrostat tests, flow tests, air fills, repairs, contaminant exposures, and more. Convenient, easy to access reports can be pulled in real time, or pushed to you as requested. View expiration dates and maintenance costs for better forecasting and justification for replacement as needed. Includes all SCBA inventories across your agency.

The <u>PPE Module</u> tracks the full history for each piece of PPE gear from purchase to retirement. Manage gear assignments and





document any type of event - routine inspections, advanced inspections, cleanings, repairs, contaminant exposures, and more. View expiration dates and maintenance costs for better forecasting and justification for replacement as needed. Includes all PPE inventories - including multiple sets and unassigned gear.



The <u>Critical Asset Module</u> tracks the full history for each critical, or high dollar asset from purchase to retirement. Track grant-funded equipment, manage assignments and document any type of event - inspections, testing, repairs, and more. Create custom events for anything you would like to track, such as hydrant flow tests, annual hose testing, and radio software updates. View expiration dates and maintenance costs for better forecasting and justification for replacement as needed.



The <u>Inventory Module</u> provides visibility and tracking of all consumable supplies (EMS supplies, station supplies, and repair parts) across every location in your agency. Real time reporting on below par, expirations, and usage trends. Save time and money with streamlined inventory processes that reduce stock issues, manage expiration dates, and restock supplies that need refilled.



The <u>Controlled Substance Module</u> tracks every vial handoff for DEA Schedule II, III and IV controlled substances such as arriving/departing checks, usage events, restocks, and inventory checks. Track and document each vial by its control number, lot number and expiration date. Electronic signature and dual authentication provide even more secure verification.



## **EXHIBIT A: MODULES & PRICING**

The PSTrax system consists of seven modules. You may add additional modules at any time. Each module has an annual software license fee and a one-time implementation fee that is based on the scope of work.

Pricing is valid for 60 days. Please contact your PSTrax Representative for adjustments to the modules priced below.

Module	Scope	of Work	Price	Total
Annual Software License Fees (i	ncludes software, hosting.	support, training, ongoing changes)		
SCBA	24	Stations / Buildings	\$250	\$6,000
Includes:				
PPE	24	Stations / Buildings	\$250	\$6,000
Includes:				
Critical Asset	24	Stations / Buildings	\$250	\$6,000
Includes:				
				\$18,000
One-Time Implementation Fees	includes project managem	ent, data import, configuration, train	ing, rollout)	
SCBA	24	Stations / Buildings	\$250	\$6,000
PPE	24	Stations / Buildings	\$250	\$6,000
Critical Asset	24	Stations / Buildings	\$250	\$6,000
				\$18,000

Year 1 Total (USD): \$36,000

Years 2+ Estimated Annual License Fee (Each Year) \$18,000

\* Estimate is NOT inclusive of any amortized one-time implementation fees or pricing adjustments resulting from the agreement terms.

\*\*\* Annual License Fee per station for SCBA, PPE & Assets: \$ 750 / stn / year



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## **EXHIBIT B: FINANCING TERMS**

#### **Initial Term**

The Initial Term "locks in" the general pricing in Exhibit A: Modules & Pricing. During the time period selected, pricing adjustments will only occur because of Section 9 - Scope of Work Increases & Annual Audit and Section 10 - Annual Inflation Adjustments in the terms below.

Select th	ne Initial Term of the Agreement:			
Choose	1 to 5 years: <b>3</b>			
Annual Software License Fees				
Check a	payment preference for the Annual Software License Fees:			
	Pay the entire Annual Software License Fees now.  Prorate the Annual Software License Fees to sync up with this date:  Other instructions (optional):			

**One-Time Implementation Fees** 

Check a payment preference for the One-Time Implementation Fees:



×	Pay the entire one-time implementation fees now.
	Amortize/spread the implementation fees into equal annual parts over the Initial Term
selecte	d above (if multi-year Initial Term is selected).
	Other instructions (optional):

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## MASTER AGREEMENT

This Master Agreement (this "Agreement") is entered into by and between Station Automation, Inc. dba PSTrax, a Colorado corporation ("PSTrax") with a place of business at 5837 S. Gallup St., Suite 140, Littleton, CO 80120, and Lexington-Fayette Urban County Government on behalf of the Division of Fire and Emergency Services ("CLIENT"). PSTrax and CLIENT are sometimes referred to jointly as the "Parties" or singularly as a "Party."

**WHEREAS**, CLIENT desires to obtain access to the hosted "software as a service" modules with respect to automate its operations; and PSTrax wishes to provide the hosted "software as a service" modules to CLIENT, each on the terms and conditions set forth in this Agreement. Any changes to this Agreement shall be mutually agreed upon by the Parties.

**NOW, THEREFORE**, in consideration of the mutual terms and promises set forth herein, the Parties agree as follows:

- 1. **INITIAL TERM.** The Initial Term of this Agreement shall be the number of years selected by CLIENT in Exhibit B: Financing Terms. The start date of the Initial Term shall be the date this Agreement is mutually executed by the Parties.
- 2. 365 DAY MONEY BACK GUARANTEE. PSTrax shall provide CLIENT a 365 Day Money Back Guarantee to ensure its satisfaction with the system. At the purchase date of each module, CLIENT shall have 365 days to "trial" the module. If CLIENT is unsatisfied with the performance of the module, within the 30 days immediately following the 365 day period CLIENT may notify PSTrax to cancel the module. PSTrax shall provide a full refund of the module's first year annual software license fees and any one-time implementation fees paid to date. Any refunded monies shall be paid by PSTrax within 90 days. In order for CLIENT to be eligible for the 365 Day Money Back Guarantee it agrees to:
  - Use commercially reasonable efforts to build, implement and "go-live" with the module.
  - Have its crews use the module as part of their regular operations to consistently log and complete tasks for at least six (6) months of the 365 day period.
  - Attempt to contact and work with PSTrax to resolve issues prior to notifying PSTrax to cancel the module(s).



3. **TERMINATION NOTICE.** With the exception of Section 2 – 365 Day Money Back Guarantee, CLIENT shall be committed to the entirety of the Initial Term. At the end of the Initial Term (or any subsequent Renewal Term), either Party may give the other Party written notice of its intent to terminate this Agreement by providing at least 30 days notice.

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- **4. AUTO RENEWAL.** Upon the expiration of the Initial Term (or any subsequent Renewal Term), and provided neither Party has given Termination Notice, this Agreement shall be automatically renewed for a one (1) year Renewal Term. This will allow CLIENT to continue using its license(s) without any service interruption. During any Renewal Term, the terms, conditions and provisions set forth in this Agreement shall remain in effect.
- **5. LICENSED MODULES.** PSTrax is a hosted "software as a service" that consists of several modules. This Agreement grants CLIENT a license to use one or more of the modules. CLIENT has selected the modules it wants to license in Exhibit A: Modules & Pricing. CLIENT has the right to use the modules for the duration this Agreement remains in effect.
- **6. ADDITIONAL MODULES.** CLIENT may license additional modules at any time by executing an amendment to this Agreement. If additional modules are licensed in the first year of this Agreement, PSTrax will honor any previous pricing that was provided.
- **7. USER LICENSES.** PSTrax does not limit the numbers of users in the system. CLIENT may add as many users as needed. Each user in the PSTrax system will have a unique login and password and role-based security access for each module.
- **8. SCOPE OF WORK.** Pricing for each module is determined by the scope of work. <u>The scope of work is based on either the "number of active" stations, vehicles or managed locations</u>. Active means items being actively managed in the system. Active does not include retired items. CLIENT'S initial scope of work is detailed in Exhibit A: Modules & Pricing.
- 9. SCOPE OF WORK INCREASES & ANNUAL AUDIT. CLIENT is able to add stations, vehicles or managed locations into the system at any time throughout the year. Before each anniversary date, PSTrax will perform an audit of CLIENT'S system to compare the "number of active" stations, vehicles or managed locations to the initial scope of work detailed in Exhibit A: Modules & Pricing. Additional charges may apply if the "number of active" stations, vehicles or managed locations exceeds the initial scope of work. PSTrax shall notify CLIENT about any additional charges due to scope of work increases.



10. ANNUAL INFLATION INCREASE. Annual software license fees may be subject to annual increases to account for inflation. Compared to the previous year's rate, annual increases shall not be more than five (5) percent or the Consumer Price Index (CPI) percentage published by the Bureau of Labor Statistics, whichever is lower.

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- 11. CHANGES TO PRICING TERMS. Occasionally PSTrax makes changes to its pricing terms. With the exception of Section 9 Scope of Work Increases & Annual Audit and Section 10 Annual Inflation Adjustments, the general pricing terms in Exhibit A: Modules & Pricing shall be "locked in" for the duration of the Initial Term. After the Initial Term, should a change to the pricing terms be necessary, PSTrax shall notify CLIENT at least 60 days prior to any changes occurring.
- 12. PAYMENT. PSTrax shall send invoices to the contact provided by CLIENT in the Invoicing section below. Payment terms for all invoices shall be Net-45 days. Annual software license fees and one-time implementation fees shall be invoiced at the time this Agreement is mutually executed by the Parties and according to the preferences selected by CLIENT in Exhibit B: Financing Terms. Each year thereafter, the annual software license fees, and any amortized/spread one-time implementation fees, shall be invoiced at least 30 days prior to the anniversary date. PSTrax may suspend CLIENT'S license(s) in the event of payment delinquency. In the event this Agreement is terminated, any outstanding unpaid fees shall be due including any amortized/spread one-time implementation fees.
- 13. IMPLEMENTATION. PSTrax shall be responsible for managing the implementation of the modules licensed by CLIENT. This includes set up of the modules, organizing documents provided by CLIENT, configuring modules to CLIENT'S requirements, importing CLIENT'S data, admin training, and assisting with go-live. PSTrax will assign a Project Manager from its team to manage the implementation process and to ensure the project is completed in the agreed upon time period. CLIENT shall provide its existing documentation to PSTrax in a timely manner. CLIENT shall have the opportunity to review and approve the modules prior to go-live.
- **14. ONGOING CHANGES & SUPPORT.** As part of CLIENT'S annual software license fees, PSTrax shall provide unlimited ongoing changes and support to CLIENT including configuration, training, technical support and adjustments for the licensed modules.
- **15. TRAVEL.** PSTrax shall conduct all implementation, training and support meetings with CLIENT virtually using a video conferencing service. Travel is not anticipated and is not included in the pricing provided. Any travel requested by CLIENT shall be invoiced separately. PSTrax shall have CLIENT approve all travel requests in writing prior to purchasing.



- **16. CHANGES TO PLATFORM.** PSTrax is a multi-tenant platform. PSTrax may, in its sole discretion, make any changes to the modules that it deems necessary or useful to maintain or enhance the quality or delivery of PSTrax's products or services to its customers, the competitive strength of, or market for, PSTrax's products or services, the modules' cost efficiency or performance, or to comply with applicable law.
- 17. DATA OWNERSHIP & RETENTION. CLIENT owns its data stored in PSTrax under all circumstances. CLIENT may export its data at any time using the front-end user interface. Upon request, PSTrax will provide CLIENT a copy of its data in digital format. CLIENT may request a copy of its data while this Agreement remains in effect, and up to 36 months after the termination of this Agreement. PSTrax shall retain CLIENT'S data for at least 36 months after the termination of this Agreement, unless CLIENT requests otherwise.
- **18. HOSTING SERVICES.** The PSTrax system is hosted by Rackspace Inc. or a comparable top-tier hosting services provider and uses commercially reasonable measures to maintain the security, stability and availability of the service. PSTrax and its hosting services provider shall not be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, failure, outages, delay or interruption of service resulting from the hosting services. PSTrax shall use commercially reasonable efforts to resume performance as soon as practicable under the circumstances.
- 19. FORCE MAJEURE. PSTrax shall not be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, pandemics, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services. PSTrax shall use commercially reasonable efforts to resume performance as soon as practicable under the circumstances.
- **20. COMPLIANCE.** CLIENT is responsible for ensuring that its checks and inspections being documented in PSTrax comply with local, state and federal regulations, including, without limitation, NFPA guidelines, Department of Transportation (DOT) guidelines, OSHA guidelines, DEA requirements, manufacturer recommendations, and the standard operating procedures (SOP) of the authority having jurisdiction (AHJ).
- **21. INTELLECTUAL PROPERTY.** Except for rights expressly granted under this Agreement, nothing in this Agreement shall function to transfer any of either Party's intellectual property



rights to the other Party, and Parties shall retain exclusive interest in and ownership of its intellectual property developed before this Agreement or developed outside the scope of this Agreement.

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- 22. CONFIDENTIAL INFORMATION. The terms, provisions, and conditions of this Agreement and any software, materials, information, files, and documentation provided by one Party to the other Party in connection herewith shall be regarded as confidential and proprietary, and shall be treated and maintained as such. PSTrax is aware this contract is subject to the Kentucky Open Records Act. Parties shall not disclose any confidential or proprietary information received from the other Party in connection herewith without the prior written consent of the other Party, except as may be required by law and public records requirements.
- 23. USE OF NAME. CLIENT agrees that PSTrax may identify it as a customer and use CLIENT'S logo in its promotional materials for the purpose of identifying a business relationship only. PSTrax may use the Division of Fire logo but cannot use the Urban County Government seal. CLIENT may request that PSTrax stop doing so by submitting an email to marketing@pstrax.com at any time. Customer acknowledges that it may take PSTrax up to 30 days to process such request.
- **24. DISPUTE RESOLUTION.** The Parties agree to attempt to resolve any disputes amicably by mutual discussion. If the dispute cannot be resolved by mutual discussion, the Parties shall participate in mediation to attempt to resolve the dispute before conducting litigation.
- **25. GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of Fayette County, Commonwealth of Kentucky.
- **26. LIMITATION OF LIABILITY.** In no event shall PSTrax's liability arising out of or related to this Agreement, whether in contract, tort or under any other theory of liability exceed in the aggregate the total annual software license fees paid by CLIENT during the three (3) months immediately preceding the date of the event giving rise to the claim.
- **27. SEVERABILITY.** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.
- **28. ENTIRETY OF AGREEMENT.** This Agreement sets forth the entire Agreement and understanding of the Parties relating to the subject matter contained herein. Neither party shall



be bound by any representation other than as expressly stated in this Agreement, or by a written amendment to this Agreement signed by authorized representatives of the Parties.

**ELECTRONIC SIGNATURES.** The City and Consultant may conduct this transaction, 29. including any Contract amendments, by electronic means, including the use of electronic signatures.

## INVOICING

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Please provide the best billing contact information for your agency. This should be the person/department that is responsible for receiving and processing invoices.

Name:

Title:

paynter Je Lexinstonky.gov **Email:** 

Phone:

859-231-5630 Lexington Fire Department 219 E. Third St, Lexington, KY 40508

**Address:** 

## **ACCEPTANCE**

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By signing below, CLIENT and PSTrax agree to the pricing, terms and conditions of this Agreement. CLIENT certifies that the signer is an authorized purchaser.

Lexington-Fayette Urban County Government		Station Automation, Inc. (dba PSTrax	
on behalf of Services Signature: _	the Division of Fire and Emergency  Rinda Gorton	Signature	e: 1
		Name:	Scott Bergeron
		Title:	President
Name:	Linda Gorton	Email:	scott@pstrax.com
Title:	Mayor ————————————————————————————————————	Phone:	303-918-3169
Email:	' <u>'</u> ''	Date:	Feb 01, 2023
Phone:			
Date:	4/5/2023		

If signed electronically, a copy of the executed Agreement will be automatically emailed to the Parties. If printed and signed with pen, please email ALL PAGES of this Agreement to sales@pstrax.com.

