

TERM SHEET

Parties to the Agreement: Village of Orland Park and GATSO USA, Inc.

Program Name: Automated Red Light Traffic Enforcement Program

Terms and Termination:

- The term of this Agreement shall commence as of the date hereof and shall continue for a period of five (5) years after the Installation Date (the “Initial Term”). The Customer shall have the right, but not the obligation, to extend the term of the Agreement for two (2) 2- year periods.

Fee Structure and Business Assumptions:

- \$36 per collected citation for a violation detected by camera will be paid to GATSO USA.
- GATSO USA construction will be able to utilize existing conduit for installation where space is available and the conduit is under the ownership and control of the Village.
- At each anniversary of this Program Agreement the pricing will increase by the CPI. CPI will be derived from the publication of the U.S. Department of Labor Consumer Price Index for U.S. City average.
- GATSO will provide a secure website offering violators the ability to view still and video images of their violation and an online credit card payment facility.

Services:

- The scope of services is to be mutually agreed by the parties taking into account the scope of services required to be performed by GATSO as specified and outlined in the proposal submitted to the Village on January 22, 2014. Following are the existing intersections where GATSO will be installing its equipment:
 1. 151st & LaGrange
 2. 151st and Harlem
 3. 159th and Harlem
- The installation of cameras at additional intersections will require approval by Village Board.

Additional Services:

- Amber/Silver Alerts and license plate recognition technology and violation data will be provided at no cost to Village of Orland Park.
- Two touch-screen based violation review and payment systems will be installed for customer convenience at Village Hall and at the Police Department at no cost to Village. These payment ‘kiosks’ will be wall/table mounted and provided to the Village at no additional cost. The Village will accept the responsibility to provide mounting/location space for the kiosks, suitable power/internet connection and insurance coverage.
- Warning tickets: Ability to issue unlimited amount of warning tickets at no additional fee to Village. The issuance of warning notices will be based on Village discretion and will be issued upon a reasonable amount so not to impede public safety goals or GATSO’s ability to collect when violations have been recognized and documented by GATSO’s camera system.
- Installation of additional cameras to monitor any intersection for traffic studies and/or investigative purposes at no cost to Village.

Maintenance:

- Emergency response time: GATSO’s contractor will be onsite within a period of no longer than 4 hours of a reported non-functional GATSO unit.