

EXHIBIT "1"

AMENDMENT NO. 4

This Amendment No. 4 (the "Amendment") to the Agreement dated October 15, 2015 between the City of Miami Beach and Skidata, Inc. for the Design, Construction, Installation and Maintenance of a Parking Garage Gated Revenue Control System (ITN 2014-170-SW) (the "Agreement") is made and entered into this ____ day of _____ 2019, by and between the CITY OF MIAMI BEACH, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter referred to as the "City") and SKIDATA, INC. a Delaware corporation, authorized to do business in the state of Florida (hereinafter referred to as the "Contractor").

RECITALS

WHEREAS, on September 30, 2015, the Mayor and City Commission adopted Resolution No. 2015-29149, authorizing the Mayor and City Clerk to execute an Agreement between the City and Skidata, Inc., pursuant to Invitation to Negotiate (ITN) 2014-170-SW, for a Gated Revenue Control System for the City's parking garages, for an initial term of ten (10) years, with two (2) five (5) year options, at the City's sole discretion; and

WHEREAS, the City and Contractor entered into an Agreement, dated October 15, 2015 (the "Agreement"), for the design, construction, installation, and maintenance of a parking garage gated revenue control system, pursuant to ITN 2014-170-SW; and

WHEREAS, Amendment No 1 dated, May 19, 2016, was approved under the City Manager's authority for the software development cost of the resident parking rate discount program integration and in-lane validation system in the amount of \$28,975; and

WHEREAS, Amendment No. 2, dated May 26, 2017, was approved under the City Manager's authority for the purchase of consumables, and the cost of labor hours and items not covered under the maintenance agreement, subject to funding approval through the annual operating budget process; and

WHEREAS, Amendment No. 3, dated May 8, 2018, was approved by the Mayor and City Commission on April 11, 2018, pursuant to Resolution No. 2018-30252, expanding the scope of the Agreement to include the purchase, installation and maintenance of the Convention Center Garage; and

WHEREAS, on October 16, 2019, the Mayor and City Commission adopted Resolution No. _____, waiving, by 5/7th vote, the competitive bidding requirement, finding such waiver to be in the best interest of the City, and approving Amendment No. 4 to the Agreement; said amendment approving the purchase and installation of license plate recognition (LPR) cameras at the entrance and exit of the City's parking garages, in an amount not to exceed \$722,000; and further approving, retroactively, Amendment No. 2 to the Agreement; said amendment authorizing the Administration to purchase replacement parts and labor associated with repairs that are not covered under the maintenance agreement with Contractor, on an as needed basis, during the Term of the Agreement.

NOW, THEREFORE, for and in consideration of the conditions and covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

EXHIBIT "1"

1. The foregoing recitals are incorporated by reference as if fully set forth herein.
2. The purchase, installation and maintenance of the LPR equipment for EACH GARAGE is hereby added to the Scope of Work under the Agreement, in accordance with the quote incorporated herein by reference and attached hereo as Exhibit "A-4", entitled "Skidata License Plate Recognition Proposal".
3. All other terms and conditions of the Agreement shall remain in full force and effect. In the event there is a conflict between the provisions of this Amendment and the Agreement, the provisions of this Amendment shall govern.

IN WITNESS WHEREOF, the City and Contractor have caused this Amendment to be executed by their respective and duly authorized officers the day and year first hereinabove written.

CITY:

CITY OF MIAMI BEACH, FLORIDA

CONTRACTOR:

SKIDATA, INC.

Dan Gelber, Mayor

Alexander Christi

Title

Attest:

Rafael E. Granado, City Clerk

Date

Exhibit A-4

SKIDATA
License Plate Recognition (LPR)
Proposal



Parking Access and Revenue Control Upgrade

SKIDATA PROPOSAL (rev 1)

ISSUE DATE: 08/28/2019

VALID UNTIL: 10/27/2019

PROJECT INFORMATION			
PROJECT NAME:	CITY OF MIAMI BEACH - LPR PROPOSAL	SKIDATA CONTACT:	STEVE WOMACK
ACCOUNT NAME:	CITY OF MIAMI BEACH	PHONE NUMBER:	(404) 578-4437
PROPOSAL #:	267505	E-MAIL ADDRESS:	SWOMACK@SENTRYCONTROL.COM

PROJECT LOCATION	BILL TO INFORMATION
ROCIO ALBA CITY OF MIAMI BEACH 1755 MERIDIAN AVE STE 200 MIAMI BEACH, FL 33139 EMAIL: ROCIOALBA@MIAMIBEACHFL.GOV	ROCIO ALBA CITY OF MIAMI BEACH 1755 MERIDIAN AVE STE 200 MIAMI BEACH, FL 33139-1835 PHONE: (305) 673-7000 x6747 EMAIL: ROCIOALBA@MIAMIBEACHFL.GOV

SOLUTION SUMMARY
IN AN EFFORT TO EXPEDITE INGRESS/EGRESS IN/OUT OF THE FACILITIES AS WELL AS TO ADD AN ADDITIONAL LAYER OF SECURITY TO OPERATIONS, THE CLIENT DESIRES TO DEPLOY AND IMPLEMENT LICENSE PLATE RECOGNITION TO THE PARCS SYSTEM.

FINANCIAL SUMMARY			
EQUIPMENT:	\$ 441,541	EQUIPMENT WARRANTY TERM:	12 MONTHS
SALES TAX:	EXCLUDED	SERVICE OPTIONS	FIRST YEAR
LABOR:	\$ 25,612	SCHEDULED SERVICING	AVAILABLE
FREIGHT:	\$ 10,369	EXTENDED WARRANTY	AVAILABLE
ANNUAL LICENSING FEES INCLUDED:	\$ 1,435	PCI - SECURITY SUPPORT	AVAILABLE
SUB-CONTRACTED TOTAL:	\$ 174,119	UPTIME GUARANTEE	AVAILABLE
WAGE OR INSURANCE PREMIUMS:	\$ 0		
PROJECT SERVICES:	\$ 12,654		
TOTAL SYSTEM INVESTMENT:	\$ 665,730		

PROJECT DATES	
YOUR DESIRED GO-LIVE	*02/26/2020
ESTIMATED AGREEMENT DATE TO MEET GO-LIVE	*11/06/2019

PAYMENT SCHEDULES OF VALUES			
#	PAYMENT DESCRIPTION	%	\$ AMOUNT
1	DEPOSIT CHECK - RETURN WITH SIGNED AGREEMENT TO ACTIVATE THE PROJECT	50%	\$ 332,865
2	ARRIVAL - EQUIPMENT AND SOFTWARE INVOICED ONCE RECEIVED AT SKIDATA	30%	\$ 199,719
3	SUBSTANTIAL COMPLETION - UPON GO-LIVE, AN INVOICE WILL BE ISSUED	15%	\$ 99,860
4	FINAL RETENTION - AT PROJECT CLOSE-OUT, A FINAL INVOICE WILL BE ISSUED	5%	\$ 33,287

PROPOSAL STATEMENT OF WORK

SKIDATA UNDERSTANDS THAT YOUR FOCUS RIGHT NOW IS TO UPDATE THE PARKING SOLUTION TO INCORPORATE LICENSE PLATE RECOGNITION (LPR) INTO YOUR GARAGES AND TO PARTNER WITH A RELIABLE AND RESPONSIVE ORGANIZATION THAT CAN EXCEED YOUR EXPECTATIONS. SKIDATA HAS EXPERIENCE DELIVERING SUCH SOLUTIONS AT OVER 1000 INSTALLATIONS ACROSS THE NATION. THE PROJECT DESIGN ALLOWS FOR A QUICK AND RELIABLE MEANS OF INGRESS/EGRESS FOR MONTHLY PARKERS AS WELL AS FOR YOUR TRANSIENT PARKERS. THIS LPR SOLUTION TIES IN DIRECTLY TO OUR ROBUST VALIDATION SYSTEM. THIS SOLUTION ALSO PROVIDES YOU WITH KEY REPORTS TO MANAGE THE PERFORMANCE OF YOUR SYSTEM AND WILL TIE INTO YOUR LAW ENFORCEMENT DATA BASE TO IDENTIFY SUSPECT VEHICLES THAT MAY BE PARKED ON YOUR PREMISES.

G1 - 4 LANES

G2 - 2 LANES

G3 - 2 LANES

G4 - 6 LANES

G5 - 9 LANES

G6 - 4 LANES

G7 - 4 LANES

G8 - 5 LANES

G9 - 7 LANES

G10 - 4 LANES

LPR SERVER, HEADEND SOFTWARE AND REPORTING TO BE
LOCATED IN SERVER CABINET

SITE LOCATION SUMMARY

#	LOCATIONS	INVESTMENT	ENTRY BARRIER	EXIT BARRIER	POWER \ LITE ENTRY	ACCESS ENTRY	POWER EXIT	ACCESS EXIT	LPR CAMERA	EXIT CASHIER	CASH POF	CREDIT CARD POF	LED SIGNS	SPACE SENSORS	SERVER / WORKSTATION
1	CENTRAL SERVER & SOFTWARE	\$ 73,388	0	0	0	0	0	0	0	0	0	0	0	0	2
2	G1	\$ 48,183	0	0	0	0	0	0	4	0	0	0	0	0	0
3	G2	\$ 26,875	0	0	0	0	0	0	2	0	0	0	0	0	0
4	G3	\$ 28,134	0	0	0	0	0	0	2	0	0	0	0	0	0
5	G4	\$ 71,744	0	0	0	0	0	0	6	0	0	0	0	0	0
6	G5	\$ 106,371	0	0	0	0	0	0	9	0	0	0	0	0	0
7	G6	\$ 55,340	0	0	0	0	0	0	4	0	0	0	0	0	0
8	G7	\$ 54,545	0	0	0	0	0	0	4	0	0	0	0	0	0
9	G8	\$ 63,726	0	0	0	0	0	0	5	0	0	0	0	0	0
10	G9	\$ 87,784	0	0	0	0	0	0	7	0	0	0	0	0	0
11	G10	\$ 49,641	0	0	0	0	0	0	4	0	0	0	0	0	0

12	CLARIFICATIONS & EXCEPTIONS	\$ 0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	TOTAL	\$ 665,730	0	0	0	0	0	0	0	47	0	0	0	0	0	2

LOCATION: CENTRAL SERVER & SOFTWARE SYSTEM COMPONENTS						
#	BUNDLE NAME		CATEGORY	UNIT PRICE	QTY	EXTENDED PRICE
1		PLATETECH.LOGIC LICENSING >30 LANES SKIDATA PLATETECH.LOGIC SERVER INSTANCES.	SKIDATA SOFTWARE	\$33,406.72	1	\$ 33,407
2		VMWARE SERVERS AND RACK IoT VMWARE SERVER WITH RACK	SKIDATA INFRASTRUCTURE	\$30,632.43	1	\$ 30,632

LOCATION: G1 SYSTEM COMPONENTS						
#	BUNDLE NAME		CATEGORY	UNIT PRICE	QTY	EXTENDED PRICE
3		INEX LPR LANE KIT	LPR LANE KITS	\$9,036.25	4	\$ 36,145
4		INEX LANE AMS SOFTWARE BY CAMERA INEX LANE AMS SOFTWARE BY CAMERA	LANE EQUIPMENT	\$ 419.40	2	\$ 839

LOCATION: G2 SYSTEM COMPONENTS						
#	BUNDLE NAME		CATEGORY	UNIT PRICE	QTY	EXTENDED PRICE
5		INEX LPR LANE KIT	LPR LANE KITS	\$9,036.25	2	\$ 18,073
6		INEX LANE AMS SOFTWARE BY CAMERA INEX LANE AMS SOFTWARE BY CAMERA	LANE EQUIPMENT	\$ 419.40	1	\$ 419

LOCATION: G3 SYSTEM COMPONENTS						
#	BUNDLE NAME		CATEGORY	UNIT PRICE	QTY	EXTENDED PRICE
7		INEX LPR LANE KIT	LPR LANE KITS	\$9,036.25	2	\$ 18,073

8	INEX TECH	INEX LANE AMS SOFTWARE BY CAMERA INEX LANE AMS SOFTWARE BY CAMERA	LANE EQUIPMENT	\$ 419.40	1	\$ 419
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LOCATION: G4
SYSTEM COMPONENTS

#	BUNDLE NAME		CATEGORY	UNIT PRICE	QTY	EXTENDED PRICE
9		INEX LPR LANE KIT	LPR LANE KITS	\$9,036.25	6	\$ 54,218
10	INEX  TECH	INEX LANE AMS SOFTWARE BY CAMERA INEX LANE AMS SOFTWARE BY CAMERA	LANE EQUIPMENT	\$ 419.40	3	\$ 1,258

LOCATION: G5
SYSTEM COMPONENTS

#	BUNDLE NAME		CATEGORY	UNIT PRICE	QTY	EXTENDED PRICE
11		INEX LPR LANE KIT	LPR LANE KITS	\$9,036.25	9	\$ 81,326
12	INEX  TECH	INEX LANE AMS SOFTWARE BY CAMERA INEX LANE AMS SOFTWARE BY CAMERA	LANE EQUIPMENT	\$ 419.40	5	\$ 2,097

LOCATION: G6
SYSTEM COMPONENTS

#	BUNDLE NAME		CATEGORY	UNIT PRICE	QTY	EXTENDED PRICE
13		INEX LPR LANE KIT	LPR LANE KITS	\$9,036.25	4	\$ 36,145
14	INEX  TECH	INEX LANE AMS SOFTWARE BY CAMERA INEX LANE AMS SOFTWARE BY CAMERA	LANE EQUIPMENT	\$ 419.40	2	\$ 839

LOCATION: G7
SYSTEM COMPONENTS

#	BUNDLE NAME		CATEGORY	UNIT PRICE	QTY	EXTENDED PRICE
15		INEX LPR LANE KIT	LPR LANE KITS	\$9,036.25	4	\$ 36,145
16	INEX  TECH	INEX LANE AMS SOFTWARE BY CAMERA INEX LANE AMS SOFTWARE BY CAMERA	LANE EQUIPMENT	\$ 419.40	2	\$ 839

LOCATION: G8 SYSTEM COMPONENTS						
#	BUNDLE NAME		CATEGORY	UNIT PRICE	QTY	EXTENDED PRICE
17		INEX LPR LANE KIT	LPR LANE KITS	\$9,036.25	5	\$ 45,181
18		INEX LANE AMS SOFTWARE BY CAMERA INEX LANE AMS SOFTWARE BY CAMERA	LANE EQUIPMENT	\$ 419.40	2	\$ 839

LOCATION: G9 SYSTEM COMPONENTS						
#	BUNDLE NAME		CATEGORY	UNIT PRICE	QTY	EXTENDED PRICE
19		INEX LPR LANE KIT	LPR LANE KITS	\$9,036.25	7	\$ 63,254
20	INEX  TECH	INEX LANE AMS SOFTWARE BY CAMERA INEX LANE AMS SOFTWARE BY CAMERA	LANE EQUIPMENT	\$ 419.40	3	\$ 1,258

LOCATION: G10 SYSTEM COMPONENTS						
#	BUNDLE NAME		CATEGORY	UNIT PRICE	QTY	EXTENDED PRICE
21		INEX LPR LANE KIT	LPR LANE KITS	\$9,036.25	4	\$ 36,145
22		INEX LANE AMS SOFTWARE BY CAMERA INEX LANE AMS SOFTWARE BY CAMERA	LANE EQUIPMENT	\$ 419.40	2	\$ 839

PROJECT SERVICES			
#	PROJECT SERVICE NAME		TOTAL PRICE
1		COMMISSIONING	\$ 10,434
2		IT PROJECTS	INCLUDED
3		TRAINING AT CUSTOMER LOCATION	\$ 2,220

SUB-CONTRACTED SERVICES			
SUB-CONTRACTOR	SITE LOCATION	SUB-CONTRACTOR TRADES & DESCRIPTION	SUBTOTAL
INEX	ALL	VIGILANT API INTEGRATION	\$ 7,800
		(COST ABSORBED BY INEX/SKIDATA)	-\$7,800
		NET COST TO CITY	\$ 0.00
CONSOLIDATED PARKING	CENTRAL SERVER & SOFTWARE	TRADES: ELECTRICAL; NETWORKING	\$ 6,500
SENTRY INSTALLATION COSTS	ALL	TRADES: OTHER	\$ 6,013
SENTRY INSTALLATION COSTS	ALL	TRADES: OTHER	\$ 15,030
CONSOLIDATED PARKING	G1	TRADES: ELECTRICAL; NETWORKING; STRUCTURED CABLING	\$ 10,270
CONSOLIDATED PARKING	G2	TRADES: ELECTRICAL; NETWORKING; STRUCTURED CABLING	\$ 7,865
CONSOLIDATED PARKING	G3	TRADES: ELECTRICAL; NETWORKING; STRUCTURED CABLING	\$ 9,100
CONSOLIDATED PARKING	G4	TRADES: ELECTRICAL; NETWORKING; STRUCTURED CABLING	\$ 14,885
CONSOLIDATED PARKING	G5	TRADES: ELECTRICAL; NETWORKING; STRUCTURED CABLING	\$ 20,898
CONSOLIDATED PARKING	G6	TRADES: ELECTRICAL; NETWORKING; STRUCTURED CABLING	\$ 17,290
CONSOLIDATED PARKING	G7	TRADES: ELECTRICAL; NETWORKING; STRUCTURED CABLING	\$ 16,510
			\$ 16,478

CONSOLIDATED PARKING	G8	TRADES: ELECTRICAL; NETWORKING; STRUCTURED CABLING	
CONSOLIDATED PARKING	G9	TRADES: ELECTRICAL; NETWORKING; STRUCTURED CABLING	\$ 21,580
CONSOLIDATED PARKING	G10	TRADES: ELECTRICAL; NETWORKING; STRUCTURED CABLING	\$ 11,700

RECURRING ITEMS INCLUDED IN FIRST YEAR					
#	SERVICE	START DATE	UNIT PRICE	QTY	ANNUAL TOTAL PRICE
1	PROTECT.CARE ANTI-VIRUS - SERVER	02/26/2020	\$ 358.77	4	\$ 1,435

SCOPE OF WORK & RESPONSIBILITIES		
#	LABOR & PROFESSIONAL SERVICES	SCOPE RESPONSIBILITY
1	SKIDATA WILL PROVIDE ALL FINAL WIRING TERMINATIONS OF LOW VOLTAGE COMMUNICATIONS OR CONTROL CABLE ON SKIDATA PROVIDED EQUIPMENT.	SKIDATA
2	SKIDATA WILL PROVIDE TRAINING MANUALS AND O&M MANUALS TO CUSTOMER IN AN ELECTRONIC FORMAT. HARD COPIES CAN BE PROVIDED FOR AN ADDITIONAL COST.	SKIDATA
3	SKIDATA WILL PROVIDE NEW CONDUIT WITH PULL STRING AND JUNCTION BOXES TO NEW LOCATIONS FOR EQUIPMENT. EXISTING CONDUIT WILL BE RE-USED. DAMAGED, OR UNUSABLE CONDUIT WILL RESULT IN A CHANGE ORDER.	SKIDATA
4	SKIDATA WILL CUT, WRAP, AND SEAL VEHICLE DETECTION LOOPS.	SKIDATA
5	SKIDATA WILL PROVIDE AND INSTALL ALL REQUIRED LOW VOLTAGE COMMUNICATION OR CONTROL CABLE AND INSTALLATION OF SAME.	SKIDATA
6	SKIDATA INTENDS TO RE-USE EXISTING PARKING ISLANDS AS-IS. IF MODIFICATIONS TO THE ISLANDS ARE REQUIRED BECAUSE THE PARKING ISLANDS PROVE TO BE UNUSABLE, THEN A CHANGE ORDER WILL BE REQUIRED.	SKIDATA
7	SKIDATA WILL USE EXISTING ELECTRICAL AT LOCATIONS THAT WILL REPLACE EXISTING EQUIPMENT, AND SKIDATA WILL RUN POWER FOR NEW EQUIPMENT PROVIDED AT LOCATIONS WHERE NO EQUIPMENT IS INSTALLED TODAY.	SKIDATA
8	WHERE SUBSTANTIAL CIVIL CONSTRUCTION WOULD BE REQUIRED TO PROVIDE THE APPROPRIATE DISTANCE FOR A PRE-CAPTURE LPR CAMERA, POST-CAPTURE CAMERA'S WILL BE INSTALLED.	SKIDATA
9	SKIDATA WILL PROVIDE AND INSTALL MANAGED SWITCHES FOR THE PARKING SYSTEM NETWORK. MAINTENANCE OF THE NETWORK IS NOT INCLUDED UNLESS A SEPARATE MAINTENANCE CONTRACT IS PURCHASED.	SKIDATA

10	CUSTOMER TO PROVIDE BASE .DWG FILES WHICH SKIDATA WILL USE TO CONFIRM ESTIMATION OF WORKS AND FOR AS-BUILT DRAWINGS. PDF ACCEPTABLE BUT MAY INCUR ADDITIONAL COSTS.	CUSTOMER
11	OBTAINING REQUIRED PERMITS IS THE CUSTOMER'S RESPONSIBILITY. DELAYS IN OBTAINING PERMITS WILL AFFECT THE PROJECT SCHEDULE. SKIDATA CAN OBTAIN PERMITS BUT WILL BE BILLED AT A TIME & MATERIAL BASIS.	CUSTOMER
12	EXISTING POWER AND COMMUNICATIONS WIRING TO BE TESTED FOR ACCEPTANCE & REUSED.	CUSTOMER
13	NO LIQUIDATED DAMAGES	EXCLUSIONS
14	WORK PERFORMED OUTSIDE OF STANDARD BUSINESS HOURS IS EXCLUDED. OVERTIME WORK WILL RESULT IN A CHANGE ORDER.	EXCLUSIONS
15	ALL END-USER INSTRUCTIONAL GRAPHICS AND DECALS FOR PARCSs EQUIPMENT ARE EXCLUDED FROM SKIDATA'S SCOPE OF WORK.	EXCLUSIONS
16	NO BONDS	EXCLUSIONS
17	NO PREVAILING WAGE REQUIREMENTS	EXCLUSIONS
18	NO UNION LABOR	EXCLUSIONS
19	GPS SCANNING OR X-RAYS OF CONCRETE DECK ARE EXCLUDED. IF NEEDED, A CHANGE ORDER WILL BE REQUIRED.	EXCLUSIONS

ACCEPTANCE OF TERMS AND CONDITIONS

PURCHASING AGREEMENT WITH TERMS & CONDITIONS:

INITIAL

INSTALLATION INCLUDES MOUNTING AND COMMISSIONING OF THE SYSTEMS LISTED. SKIDATA WILL ASSEMBLE AND TEST THE SYSTEM AND VERIFY IT OPERATE PROPERLY. IMAGES IN THIS PROPOSAL ARE FOR DISPLAY PURPOSES ONLY. THE TABLE SCOPE OF WORK & RESPONSIBILITIES DEFINES SKIDATA'S RESPONSIBILITIES; CHANGES MAY ATTRACT ADDITIONAL CHARGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS AND LOSS OF USE.

SKIDATA WILL PROVIDE TRAINING AS WELL AS COMMISSIONING SERVICES UP TO THE HOURS STATED. ADDITIONAL TRAINING CAN BE SCHEDULED AND WILL BE PROVIDED AT THE RATE OF \$950.00 PER DAY.

UNLESS SPECIFICALLY DEFINED, TRAINING IS TO BE DELIVERED AT A SENTRY AUTHORIZED TRAINING FACILITY.

THE COST OF PERMITS WHERE REQUIRED ARE NOT INCLUDED IN THIS PROPOSAL UNLESS SPECIFICALLY STATED.

THIS PROPOSAL IS COVERED UNDER THE CO MECHANICS LIEN LAWS UNLESS SPECIFICALLY EXCLUDED.

PRICING DOES NOT INCLUDE PLA—UNION LABOR RATES AND DOES NOT INCLUDE PREVAILING WAGE LABOR RATES.

PAYMENT TERMS: THE DEPOSIT STATED ABOVE IS DUE WITH ACCEPTANCE OF THIS PROPOSAL. YOU WILL BE BILLED NET 30 AS EQUIPMENT IS DELIVERED TO SENTRY, WITH THE BALANCE DUE UPON COMPLETION. A CANCELLATION OR RESTOCKING CHARGE OF 40% MAY BE ASSESSED ON CANCELLED ORDERS. SPECIAL ORDER ITEMS MAY CARRY UP TO 100% CANCELLATION / RESTOCKING FEE BASED ON FACTORY RETURN POLICIES. ACTUAL SALES AND USE TAX VARY. CUSTOMER IS RESPONSIBLE FOR CHANGES REQUIRED BY LOCAL TAX JURISDICTION.

INVOICES NOT PAID WITHIN THE TERMS OF THIS PROPOSAL ARE SUBJECT TO SERVICE CHARGES AT THE RATE OF 2.0% PER MONTH. IN THE EVENT OUTSIDE MEDIATION IS NECESSARY FOR THE COLLECTION OF AN UNPAID INVOICE, THE CUSTOMER IS RESPONSIBLE FOR COLLECTION COSTS AND REASONABLE ATTORNEY'S FEES.

WARRANTY COMMENCES ON THE DATE SKIDATA RECEIVES MATERIALS FROM THE PARTS SUPPLIER UNLESS OTHERWISE SPECIFICALLY DEFINED. SUPPORT FOR MANUFACTURER'S WARRANTY IS PROVIDED DURING BUSINESS HOURS WITH A HOTLINE (REMOTE) SUPPORT OF UP TO 15 MINUTES DURING BUSINESS HOURS. FURTHER SUPPORT SERVICES BY AGREEMENT ONLY. ONLY TRAINED AND CERTIFIED USERS OF THE SUPPORTED SOFTWARE VERSION CAN LOG AND RECEIVE WARRANTY SUPPORT.

BENEFICIAL USE OF THE SYSTEM BY CUSTOMER CONSTITUTES ACCEPTANCE OF THE RATES, ADMINISTRATION OF ALL RATE CHANGES IS THE SOLE RESPONSIBILITY OF THE CUSTOMER. SKIDATA IS ABLE TO PROVIDE ADDITIONAL PROFESSIONAL SERVICES ON A TIME AND MATERIALS BASIS AT AN HOURLY RATE IS \$250, SUBJECT TO CHANGE FROM TIME TO TIME, PAYABLE THIRTY (30) DAYS FROM RECEIPT OF INVOICE. CUSTOMER AGREES TO PAY THE ANNUAL OR ONGOING SOFTWARE LICENSING FEES PER THIS PROPOSAL WHEN DUE.

THE FOLLOWING ITEMS TO BE AGREED TO REFER TO SEPARATE DOCUMENTS AVAILABLE FOR REVIEW:

1. A CONDITION OF CONFIRMING THE SCHEDULE YOUR PROJECT FOR INSTALLATION IS RECEIPT OF THE PROJECT DEPOSIT. THE AUTHORIZATION OF THIS DOCUMENT INCLUDES A REQUIREMENT TO PROVIDE DETAILS OF THE PROJECT'S BILL TO CONTACT, ACCOUNTS PAYABLE CONTACT, SITE OWNER AND LENDER AS APPLICABLE.

2. CUSTOMER COVENANTS AND AGREES THAT IT WILL FULLY AND STRICTLY COMPLY WITH THE LICENSING AND PCI ACKNOWLEDGEMENTS AND WITH ALL PROTOCOLS AND LICENSES OUTLINED IN THE ACKNOWLEDGEMENT DOCUMENTS, AS THEY MAY BE AMENDED FROM TIME TO TIME.

PROJECT AUTHORIZATION

SIGNATURE:	SIGNATURE:
NAME:	NAME:
TITLE:	TITLE:
ORGANIZATION:	ORGANIZATION: SKIDATA, INC

TERMS OF WARRANTY

SKIDATA INC AND SENTRY CONTROL SYSTEMS LLC, WHOLLY OWNED BY SKIDATA INC ("SKIDATA") WARRANTS THAT ALL SKIDATA MANUFACTURED PARKING AND REVENUE CONTROL SYSTEMS (PARCS) PROVIDED BY SKIDATA AND DELIVERED HEREUNDER WILL BE FREE OF DEFECTS IN MATERIAL AND WORKMANSHIP FOR A PERIOD OF 1 YEAR UNLESS COVERED BY AN EXTENDED WARRANTY AGREEMENT. ALL OTHER SUPPLIED PRODUCTS ARE WARRANTED IN ACCORDANCE WITH THAT MANUFACTURER'S TERMS.

THE PURCHASER SHALL BE OBLIGATED TO PROMPTLY REPORT ANY FAILURE TO CONFORM TO THIS WARRANTY, IN WRITTEN COMMUNICATION WITHIN SAID PERIOD, WHEREUPON SKIDATA SHALL, AT ITS OPTION, CORRECT SUCH NONCONFORMITY, BY SUITABLE REPAIR TO SUCH PRODUCT OR, FURNISH REPLACEMENTS PARTS PROVIDED THE PURCHASER HAS STORED, INSTALLED, MAINTAINED AND OPERATED SUCH PRODUCT IN ACCORDANCE WITH GOOD INDUSTRY PRACTICES AND HAS COMPLIED WITH SPECIFIC RECOMMENDATIONS OF SKIDATA.

SKIDATA SHALL NOT BE LIABLE FOR ANY REPAIRS, REPLACEMENTS, OR ADJUSTMENTS TO THE PRODUCT OR ANY COSTS OF LABOR PERFORMED BY THE PURCHASER OR OTHERS WITHOUT SKIDATA PRIOR WRITTEN CONSENT. THE EFFECTS OF ACCIDENT, CORROSION, VANDALISM, IMPROPER USE OR INSTALLATION, ANY ACT OF GOD AND NORMAL WEAR AND TEAR ARE SPECIFICALLY EXCLUDED.

THE PURCHASER SHALL NOT CONTINUE TO OPERATE PRODUCT WHICH IS CONSIDERED TO BE DEFECTIVE WITHOUT FIRST NOTIFYING SKIDATA IN WRITTEN COMMUNICATION OF ITS INTENTIONS TO DO SO. ANY SUCH USE OF PRODUCT WILL BE AT THE PURCHASERS' SOLE RISK AND LIABILITY.

A SIGNATURE BELOW INDICATES THE PURCHASER'S ACCEPTANCE OF THESE TERMS AND THAT THE EFFECTIVE DATE OF THE WARRANTY IS EITHER THE FIRST DAY OF BENEFICIAL USE OF THE SYSTEM OR SUBSTANTIAL COMPLETION, WHICHEVER IS FIRST FOR THE PRODUCT. A WARRANTY DOCUMENT ILLUSTRATING THE EFFECTIVE DATES WILL BE ISSUED TO THE PURCHASER BY SKIDATA FOR ADDITIONAL GUIDANCE ONLY.

AT ANY TIME, IF THE PURCHASER RENOUNCES THE USE OF "PROTECT.CARE" ANTI-VIRUS, THE PURCHASE EXPLICITLY ACKNOWLEDGES THAT SKIDATA WILL NOT INSTALL VIRUS PROTECTION AND IS NOT LIABLE FOR ANY DAMAGE CAUSED BY LACK OF VIRUS PROTECTION. THE PURCHASER IS THEREFORE RESPONSIBLE FOR THE INSTALLATION AND UPDATING OF THE NECESSARY VIRUS PROTECTION.

CONSUMABLE ITEMS ARE SPECIFICALLY EXCLUDED FROM WARRANTY, THESE INCLUDE THERMAL PRINT HEADS AND UPS BATTERIES.

SOFTWARE CONDITIONS

THE SOFTWARE CONDITIONS SHALL APPLY IN ADDITION TO SKIDATA'S TERMS & CONDITIONS. SUBJECT MATTER OF THESE SOFTWARE CONDITIONS IS THE GRANTING OF LICENSES FOR SOFTWARE AND THE ACKNOWLEDGEMENT OF THE PCI DSS / PA DSS SECURE IMPLEMENTATION GUIDE. THE SOFTWARE CONDITIONS IN THEIR CURRENT VERSION AT THE TIME OF SUPPLY ALSO APPLY TO CURRENT AND FUTURE UPDATES, UPGRADES, SUPPLEMENTS AND SUPPORT SERVICES. SKIDATA UNIVERSAL SOFTWARE LICENSE AGREEMENT AND PCI DSS / PA DSS SECURE IMPLEMENTATION GUIDE, AND OTHER TERMS ARE SPECIFIED IN DETAIL UNDER THE FOLLOWING LINKS:

SKIDATA UNIVERSAL SOFTWARE LICENSE AGREEMENT: <https://tinyurl.com/y77sfn92>

PCI DSS / PA DSS SECURE IMPLEMENTATION GUIDE: <https://tinyurl.com/y84nf68r>

SKIDATA STANDARD HARDWARE, HOSTING AND CONSULTANCY TERMS: <https://tinyurl.com/ya2thgiu>

WITH SIGNING OF THESE TERMS AND CONDITIONS IT IS INDICATED THAT ALSO THE TERMS PRESENTED WITHIN THE SKIDATA UNIVERSAL SOFTWARE LICENSE AGREEMENT AND THE PCI DSS / PA DSS SECURE IMPLEMENTATION GUIDE HAS BEEN READ, ACKNOWLEDGED AND AGREED TO.

ACKNOWLEDGEMENT

SIGNATURE:

ADDITIONAL MAINTENANCE COST BY GARAGE FOR LPR MAINTENANCE AND WARRANTY

Maintenance Cost	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	TOTAL
G1 - 7th St	\$ 1,225.00	\$ 2,100.00	\$ 3,150.00	\$ 3,500.00	\$ 3,675.00	\$ 3,850.00	\$ 17,500.00
G2 - 12th St	\$ 613.00	\$ 1,050.00	\$ 1,575.00	\$ 1,750.00	\$ 1,838.00	\$ 1,925.00	\$ 8,751.00
G3 - 13th St	\$ 613.00	\$ 1,050.00	\$ 1,575.00	\$ 1,750.00	\$ 1,838.00	\$ 1,925.00	\$ 8,751.00
G4 - 16th St	\$ 1,838.00	\$ 3,150.00	\$ 4,725.00	\$ 5,250.00	\$ 5,513.00	\$ 5,775.00	\$ 26,251.00
G5 - 17th St	\$ 2,756.00	\$ 4,725.00	\$ 7,088.00	\$ 7,875.00	\$ 8,269.00	\$ 8,663.00	\$ 39,376.00
G6 - 42nd St	\$ 1,225.00	\$ 2,100.00	\$ 3,150.00	\$ 3,500.00	\$ 3,675.00	\$ 3,850.00	\$ 17,500.00
G7 - City Hall	\$ 1,225.00	\$ 2,100.00	\$ 3,150.00	\$ 3,500.00	\$ 3,675.00	\$ 3,850.00	\$ 17,500.00
G8 - 5th & Alton	\$ 1,531.00	\$ 2,625.00	\$ 3,938.00	\$ 4,375.00	\$ 4,594.00	\$ 4,813.00	\$ 21,876.00
G9 - Pennsylvania Ave	\$ 2,144.00	\$ 3,675.00	\$ 5,513.00	\$ 6,125.00	\$ 6,432.00	\$ 6,738.00	\$ 30,627.00
G10 - Sunset Harbor	\$ 1,225.00	\$ 2,100.00	\$ 3,150.00	\$ 3,500.00	\$ 3,675.00	\$ 3,850.00	\$ 17,500.00
Total	\$ 14,395.00	\$ 24,675.00	\$ 37,014.00	\$ 41,125.00	\$ 43,184.00	\$ 45,239.00	\$ 205,632.00