



SOFTWARE LICENSE AND SERVICE AGREEMENT

The following terms, including the terms and conditions found in all Exhibits (the "Agreement"), represent the full understanding of United Public Safety, Inc. ("UPsafety") and the Party named below ("Client"), the "Parties" and each individually a "Party"). In exchange for the mutual covenants herein and other good and valuable consideration, the Parties agree and intend to be bound as follows:

I. General Terms

United Public Safety will provide services (the "Services") and license all software, including all web and mobile applications and related documentation, (the "Software") necessary for Client to operate a Citation Management Program ("CMP") which allows Client's parking enforcement officers to issue parking citations and allows Client to accept payment for parking citations and perform citation adjudication tasks.

Exhibits A - C listed below are incorporated into and made a part of this Agreement and supersedes all prior written and oral agreements, purchase orders, proposals, representations, understandings, promises, descriptions or other communications between the Parties regarding the same. If Client submits any order form with contrary terms or conditions, such order form shall be considered only as confirmation of the order and shall in no way amend, prevail over, supplement, or supersede any of the provisions of this Agreement or any Exhibit. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between the Exhibits will be resolved in their listed order, which include:

- Exhibit A: SaaS Terms and Conditions
- Exhibit B: Agreement to Purchase / Quote
- Exhibit C: Quote

II. Term and Termination

"The Term and Conditions of the Agreement are effective from the date on which UPsafety signs this Agreement (the "Effective Date") and will remain in effect for THREE (3) years from the date on which the Software is deployed to Client (the "Go Live Date"). On the third anniversary of the Go Live Date, and on each anniversary date thereafter, this Agreement may be renewed for an additional three-year of one-year periods upon the same terms and conditions. If either the Client or UPsafety does not wish for any such renewal, a Party must notify the other party in writing of its intention not to renew no later than sixty (60) days prior to any such anniversary date, in which case this Agreement shall terminate on such anniversary date.

If handheld and training costs have been paid in full, either Party may terminate this Agreement for convenience with sixty (60) days' written notice or terminate for cause with immediate effect in the event that a Party provides written notice to the other Party of a material breach and the breaching Party fails to cure the breach within fifteen (15) days after receiving written notice of the breach from the non-breaching Party. In the event this Agreement is terminated for convenience, the terminating Party will be responsible for providing all services and/or paying all fees described herein that are incurred before the date of termination. In the event the Provider terminates this Agreement for cause UPsafety shall not be entitled to receive any further payment

under this Agreement after the termination date set forth in the notice.

III. CityCite™ Platform Component Terms

UPsafety will provide the service, or services as specified in Exhibit B: Agreement to Purchase in conformance with the following Terms:

I. Physical Equipment

UPsafety will supply hardware to Client in the models and quantities set forth in the attached Agreement to Purchase.

All equipment provided by UPsafety under this Agreement will be standard new and unused equipment of the latest model available. Where any standard part or accessory of such equipment is not described, it shall be understood that all equipment and accessories that are provided standard with such equipment shall be furnished.

Client acknowledges that, if the equipment has not been purchased outright by the Client, that the equipment is the property of UPsafety, and Client agrees to exercise reasonable care of said equipment while in its possession.

Leased equipment that becomes lost or stolen will be the sole responsibility of the Client, and will be billed to the Client at current price or price defined in Exhibit B – Agreement to Purchase. If the exact equipment is not available, UP Safety will provide a similar unit that is compatible with solution at current price.

II. Data Plans

UPsafety will provide a Data Plan for each device requiring one, allowing unlimited data usage for the handheld devices covered by these plans, for the pricing laid out in Exhibit B: Agreement to Purchase. UPsafety expressly disclaims all warranties as to the network's reliability, fitness for a particular purpose or uptime.

III. Paper and Physical Consumables

Paper, Permits and other Physical Consumables will be provided in the configurations and quantities identified in the attached Agreement to Purchase. Additional paper can be purchased for the same terms for up to (1) year from this Agreements Effective Date, after which paper can be purchased at UPsafety's then current price list.

If Client orders custom printer paper not quoted in the attached Agreement to Purchase, UPsafety will provide a separate Agreement to Purchase to Client detailing costs.

IV. Public Citation Management Portal

UPsafety will provide an online payment portal and an interactive voice recognition (IVR) system through which patrons may view, pay and dispute outstanding parking citations, as well as view, purchase and apply for permits.

V. Custom Software Development

Upon the request of the Client and the receipt by UPsafety of a signed purchase order, UPsafety may perform custom software development to customize the CityCite™, CodeCite™ or ForCite™ platforms to meet the Client's needs. Work will be performed in accordance with an issued Statement of Work ("SOW"), and will be performed in a professional and workmanlike manner in accordance with recognized industry standards and other specifications as outlined in the project specific SOW. All development is owned exclusively by UPsafety unless client ownership is explicitly defined in the SOW.

VI. Support & Issue Resolution

Through the life of the Contract, UPSafety will provide online, telephone and e-mail support to Client during the Term, providing live, direct UPSafety Product Support from 8:00 a.m. to 5 p.m. EST, Monday through Fridays, excluding holidays. Additionally, Email and Voice Mail will be made available 24/7 and a reply will be generated by UPSafety initiating the Support call within 1 hour.

UPSafety Product Support will assist Clients in communications relating to, but not limited to:

- Recommendations for optimal use of CMP
- Problems with or questions pertaining to the operation of CMP
- Problems with interfaces between CMP & other systems
- Error messages from CMP
- Printing issues related to CMP Mobile Software
- Questions about CMP customizable reporting tool

VII. Shipping Costs

Client will be responsible all shipping costs to its facility incurred by UPSafety for the shipment of Paper, Equipment, Permits and all other physical components required to operate the CMP.

VIII. Out of Scope Services

Additional services requested by the Client that are not described in this Agreement must be submitted in writing by the Client. UPSafety will prepare a separate statement of work along with a detailed cost estimate to be approved in writing by the Client prior to the implementation of said changes or additions. This includes, but is not limited to, requests for additional equipment, installation of additional sessions, Client requested software modifications and/ or relocation of equipment.

IX. Service Level Agreement for Cloud Services

UPSafety will provide the software with uptime of at least ninety-nine point nine percent (99.9%) calculated over a rolling six-month period ("uptime guarantee"). For any month during which system uptime drops below the uptime guarantee, UPSafety will provide a billing credit in an amount equal to: the percentage difference between a) the lowest uptime reached at any point during the month (calculated on a rolling six-month period) and b) the uptime guarantee multiplied by the total fees payable to UPSafety for such month. For example, if during a given month the software uptime fell as low as ninety-five percent (95%) and during that month, the fees payable to UPSafety were one hundred dollars (\$100.00), UPSafety would issue a billing credit of four dollars and ninety cents (\$4.90). For the purposes of this agreement, uptime is defined as any period of time during which end users of the software can use the software to: (1) pay for parking citations and permits, and (2) issue and manage parking citations and permits minus any scheduled maintenance window and any other maintenance or outage that may be required.

IV. Merchant Processing Framework

In performing UPSafety's obligations in connection with the maintenance of the Public Citation Management Portal ("PCMP"), UPSafety will serve as the merchant of record for all PCMP transactions and will supply a payment gateway for all such transactions.

Except for chargeback fees and any other transaction exception fees from UPSafety's merchant bank, UPSafety will be responsible for all merchant processing costs associated with citation payments made online through the payment portal provided by UPSafety, including, without limitation, settlement fees,

payment gateway fees, and interchange reimbursement fees. Chargeback fees from UPSafety's merchant bank will be passed through directly to Client with no markup.

UPSafety will remit all fees and fines to Client, less UPSafety's per transaction fees, refunded transactions and associated fees, merchant processing fees and chargeback and refund fees as applicable based on the pricing set forth in Exhibit B: Agreement to Purchase.

V. Fees

Client agrees to the fee schedule outlined within Exhibit B: Agreement to Purchase. Invoices will be submitted on a monthly basis, payable within forty five (45) days upon receipt.

Fees may increase after the initial term at every term renewal as set forth in the quote as. If not defined in the quote, renewals may increase by an amount not to exceed the Consumer Price Index ("CPI").

VI. Payment

Payment for Software Licensing, Data Plans and CiteGuardPlus™ Warranties are invoiced one (1) year in advance. Payment for purchased Hardware and CiteGuard™ warranties are due prior to installation. If handheld and other upfront costs have been amortized over a three-year term, the lump sum payment outlined in the attached Agreement to Purchase will be invoiced one year in advance.

Payments for any Revenue Share, Owner Lookups, Data Entry, Automated Notices and Call Center Support, as applicable, are invoiced monthly on an as-used basis conformant to the Agreement to Purchase or other Appendices.

UPSafety shall keep accurate records of all services performed under this agreement and shall submit such information to the Client with each invoice. Any payment for goods or services provided under this agreement shall be made to UPSafety not more than thirty (30) days after receipt of an invoice and acceptance of the goods or services by the Client.

VII. Signatures

This Software License and Service Agreement ("Agreement") is entered into, as of the Effective Date, between United Public Safety, Inc. and the Client named below. This Agreement includes and incorporates the terms and conditions found in this document and the Standard Terms and Conditions found in Exhibit A, and the terms and conditions found in Exhibits B through C, which are attached hereto and incorporated herein by reference. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

CITY OF POMPANO BEACH

KERVIN ALFRED, CITY CLERK

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

(SEAL)

"UNITED PUBLIC SAFETY, INC."

Witnesses:

DocuSigned by:

Karen Hartley

16DA8E0F14DC4E0...

Karen Hartley

(Print or Type Name)

(Print or Type Name)

STATE OF Indiana

COUNTY OF Marion

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☒ online notarization, this 30 day of October, 2023, by Norman P. Blake as President of United Public Safety, Inc., a Indiana corporation on behalf of the corporation. He/She is personally known to me or who has produced (type of identification) as identification.



Karen Hartley
Hamilton County
Commission #696161
Expiration Date 03-17-2025

DocuSigned by:

Karen Hartley

16DA8E0F14DC4E0...

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF Indiana

Karen Hartley

(Name of Acknowledger Typed, Printed or Stamped)

696161

Commission Number

SaaS Terms and Conditions

These United Public Safety Terms and Conditions are related to and deemed incorporated into the CONTRACT aforementioned between United Public Safety, Inc., ("UPsafety"), and City of Pompano Beach (the "Client"). Client's execution of a CONTRACT referencing these Terms and Conditions shall be deemed Client's agreement to these Terms and Conditions. In the event of any conflict between the terms of the CONTRACT and these Terms and Conditions, the CONTRACT shall control with respect to such conflicting terms.

1. Definitions

For purposes of these Terms and Conditions, the terms below shall have the meanings defined below. Additional terms are defined in the preamble above and throughout these Terms and Conditions.

- 1.1. "Client Content" means any data, databases, information, trademarks, service marks, logos, files, images, text, files, records or other content that may be provided by or on behalf of Client or its authorized users for use in conjunction with the Software or Services.
- 1.2. "SaaS Term" means the period during which the Services and access to the Software will be provided by UPsafety to Client, including the Initial Term and any Renewal Terms (as each is defined in Section 8.1).
- 1.3. "Services" means the hosting, maintenance, support and other services provided by UPsafety pursuant to these Terms and Conditions.
- 1.4. "Software" means the software specified in the CONTRACT, with "Management Platform" referring to the internet accessible management portal, customer facing websites, and "Mobile" referring to the Android based data collection software.
- 1.5. "UPsafety Content" means any information, documentation or other materials provided to Client by UPsafety relating to the Software, including, without limitation, the User Documentation.
- 1.6. "User Documentation" means the UPsafety user documentation relating to the Software.
- 1.7. "CONTRACT" means the agreement accepting the costs and terms of the products and services sold to Client by UPsafety.
- 1.8. "Web Sites" means the web sites of UPsafety, including the web sites that provide access to the Software.

2. Web-Based License

UPsafety grants to Client, and Client accepts, a nontransferable, nonexclusive license and right to access the Management Software via the Internet, and to the Mobile Software through mobile devices on which UPsafety has installed their software at the client's behest. Client agrees to the use of this Software and the User Documentation only as authorized in these Terms and Conditions, for its own internal purpose and operations, during the SaaS Term. Client acknowledges that its access to and use of the back end management Software will be web-based only. This Software will not be provided to Client in CD-ROM or DVD form (or any other form of media) and will not be installed on any servers or other computer equipment owned or otherwise controlled by Client. Instead, the Management Software will be hosted by UPsafety (as described in Section 3) and accessed and used by Client through the use of the Internet and Client's computers, while Mobile Software will be installed on Client mobile devices exclusively by UPsafety.

3. Accessibility

UPsafety will provide Client access to the latest supported version of the Management Platform Software via the Internet, from the Microsoft Azure hosting facility leased by UPsafety on a 24x7 basis, except for scheduled and emergency maintenance as set forth in Section 9, Mobile Software, which may be installed on Client's mobile devices, will also be accessible 24x7, but may lack connectivity to the Management Platform during maintenance periods, or in the absence of wireless connectivity.

4. Limitations

The maximum number of Client's employees, Contractors, volunteers, and other agents that are simultaneously accessing or using the Software at any given time shall not exceed the number of users specified in the CONTRACT. Client's use of the Software may not exceed the scope of the use provisions above without the express written agreement of UPsafety.

5. Permitted Uses

Consistent with and subject to UPsafety's database permissions and limitations, users shall be permitted access to the UPsafety CityCite® products for the following uses (but only such uses) as described below:

By users as permitted and authorized by Client within the terms and features of the CONTRACT:

- (i) Issuance & Management of Citations, Tickets & Permits
- (ii) Customization & Management of Settings, Rules, Reporting and User Permissions
- (iii) Customization & Management of Public Citation Management Portal

The permitted uses described herein shall only be permitted during the SaaS Term. Client agrees that upon expiration or termination of the SaaS Term, all rights granted to Client shall immediately terminate and revert to UPsafety, and Client shall destroy the UPsafety Content and any and all copies thereof, in any form, and shall erase from all computer, electronic, or other storage device or otherwise destroy all images and copies of the UPsafety Content, and shall provide certification as to the same.

6. Hyperlinks

UPsafety's web sites may contain hyperlinks to other web sites which are not maintained by, or related to, UPsafety. Hyperlinks to such web sites are provided as a service to users and are not sponsored by or affiliated with the Web Site(s) or UPsafety. UPsafety does not continuously monitor or review any or all of such web sites and is not responsible for the content of those web sites. Hyperlinks are to be accessed at the user's own risk, and UPsafety makes no representations or warranties about the content, completeness or accuracy of these hyperlinks or the web sites hyperlinked to the Web Sites. UPsafety provides hyperlinks as a convenience, and the inclusion of any hyperlinks to a third party web site does not necessarily imply endorsement by UPsafety of that web site or any association with its operators. UPsafety has no liability for any damage or loss that Client or its users may suffer as a result of the use of any third-party web sites.

7. Additional Storage Fees

UPsafety shall provide a default maximum storage space of 250 GB, which includes the backup and retention thereof, to the Client within the hosted environment. Any additional data usage beyond the initial 250 GB will be billed in accordance with the Agreement to Purchase or Quote or as real increased cost levied by providers are incurred, as specified in the CONTRACT.

8. Maintenance Window

UPsafety and/or its hosting or telecommunications vendor(s) may perform system maintenance within

the following "Maintenance Windows" during which time access to the Software, Services and Client Data may be temporarily unavailable:

- (i) "Security Maintenance/Upgrade Window" – Nightly between 12 a.m. and 6 a.m. U.S. Eastern Time for application of periodically distributed security/software updates as provided by operating system, network, and firewall vendors, or UPSafety.
- (ii) "Emergency Maintenance Window" – In the event there is an unforeseen issue that causes the Software or the Services to be unavailable or the performance of the Software or the Services to be materially inhibited, in which case the Software or Services may be temporarily unavailable while UPSafety and its vendors work to resolve the issue.

Client understands and agrees that there may be instances when UPSafety needs to interrupt access to the Software without notice in order to protect the integrity of the Software or Services due to security issues, virus attacks, spam issues or other unforeseen circumstances.

9. Availability

9.1 Commitment Level. UPSafety will provide access to the Software during the SaaS Term, defined within CONTRACT. Any Maintenance Window shall not be included as downtime for purposes of determining availability.

9.2 System Monitoring. UPSafety will monitor performance indicators on the systems and network infrastructure (its own and that of third-party suppliers) in order to gauge the overall performance of its hosting services, and will take reasonable steps to address systems and network infrastructure as required to maintain application performance. UPSafety will use an internal system to measure whether the Software is available, and Client agrees that this system will be the sole basis for resolution of any dispute that may arise between Client and UPSafety regarding these Terms and Conditions. UPSafety will not systematically monitor Client Content, but UPSafety reserves the right to review Client Content from time to time in its discretion. UPSafety reserves the right to (a) disable access to or delete any Client Content which it determines in its sole discretion (such discretion to be exercised in good faith) to be illegal, obscene, threatening, defamatory, fraudulent, infringing, harassing, or otherwise offensive, and (b) disable access to or delete any other Client Content under justified exigent circumstances, as such circumstances are determined in good faith by UPSafety. UPSafety also reserves the right to monitor, restrict, and terminate Client's ability to build, run and obtain reports and batch jobs/processes through the use of the Software or Services if Client is using excessive computing resources which are impacting the performance of the Software and Services for other subscribers. UPSafety agrees to notify Client in cases where it restricts or terminates such reports or jobs/processes and use good faith efforts to determine an appropriate alternative or work-around solution.

10. Upgrades

UPSafety will install upgrades/releases of the Software which are generally made available to its other subscribers, including patches and/or fixes, as they are made available, at no charge during the SaaS Term.

11. Client Responsibilities

Client will be the sole point of contact during this Agreement. UPSafety will look solely to the Client for the performance and management of all contractual obligations and Client shall not be relieved for the non-performance or obligations of any of its subcontractors.

Client will retain responsibility for administering security within the UPSafety applications (e.g., the granting of rights to a user for a specific form in the application), including maintaining the secrecy of all usernames and passwords.

Client shall be responsible for all actions taken using the usernames and passwords provided to Client. Client is responsible for maintaining its user desktops and other devices and providing users network and internet access to the Software. Client is also responsible for ensuring that its users comply with these Terms and Conditions with respect to use of the Software and Services. Client shall provide secure connectivity to the Internet for its location(s) for purposes of providing adequate access to Software hosted at the Hosting Site. UPSafety shall not be responsible for the reliability or continued availability of the

communications lines, or the corresponding security configurations, used by Client in accessing the Software via the Internet. Client shall provide adequate industry "best practice" standards to ensure reasonable security for integration between applications at the Client site and Software hosted by UPSafety. Client shall provide accurate input information in the manner reasonably prescribed by UPSafety in connection with the Software and Services provided under these Terms and Conditions. Client shall advise UPSafety of any changes to Client's operations, banking relationships, Primary Contact, or other information that would require a change in the support, operation, or configuration of the hosted Software. Client shall configure necessary user accounts via the administrator account provided by UPSafety. Client shall be responsible for ensuring that any Client Content is accurate, not corrupt in any way, and does not contain any viruses. Client shall be solely responsible for, and shall hold UPSafety, its third party suppliers, and their respective Representatives harmless from any loss, damage or liability arising in connection with Client's inputs, selection and use of the Services, and all data (including Client Content), reports, statements and other content transmitted, posted, received or created on the UPSafety system through Client's account, even if transmitted, posted, received or created by a third party

12. Intellectual Property Rights

Client agrees that the Software, User Documentation and Services are proprietary products and services and that all right, title and interest in and to the Software, User Documentation and Services, including all associated intellectual property and other proprietary rights, are and shall at all times remain with UPSafety and its third party licensors. The Software contains trade secret and proprietary information owned by UPSafety or its third party licensors and is protected by United States copyright laws and international trade provisions and other applicable law. Client must treat the Software like any other copyrighted material and Client may not copy or distribute the Software or the User Documentation, electronically or otherwise, for any purpose. Client hereby grants to UPSafety a nonexclusive right to use all Client Content for the purposes of providing the Software and Services to Client and its authorized users pursuant to these Terms and Conditions. Client represents and warrants that the Client Content does not infringe or violate the intellectual property, proprietary or personal rights of any third party and Client has the right to grant UPSafety the right to use the Client Content as set forth herein.

13. Other Restrictions

Use of the Software and Services is restricted to use by the specific licensing entity only, and only for Client's internal business purposes. Client may not use the Software or Services for the benefit of any third parties or provide service bureau or other access or use of the Software or Services to third parties. Client may not, directly or indirectly, sublicense, assign, transfer, sell, rent, lend, lease or otherwise provide the Software, Services (or any portion thereof, including without limitation any capacity) or the User Documentation, or any portions thereof, to any third party, and any attempt to do so is null and void and shall be deemed a material breach of these Terms and Conditions. Client may not reverse engineer, disassemble, decompile or make any attempt to ascertain, derive or obtain the source code for the Software. Client shall not use the Software for any commercial purpose beyond the functionality for which the Software is intended. Client hereby agrees, represents and warrants to UPSafety that Client will not access or use the Software or the Web Sites for any purpose that is unlawful or prohibited by these Terms and Conditions. Client will not use the Software, Services or UPSafety ToCite, CityCite, CodeCite and ForCite Cloud product to take any actions that (i) infringe on any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (ii) violate any applicable law, statute, ordinance or regulation (including those regarding export control); (iii) are defamatory, trade libelous, threatening, harassing, or obscene; (iv) constitute unauthorized entry to any machine accessible via the network; (v) create or build any derivative works from any information, content, software, products or services obtained from or otherwise connected to UPSafety's Software or Web Sites, including appending such information or content to Client's internal database for distribution to multiple nonprofits as a donor database product or service; or (vi) distribute, transfer or resell the results of Client's use of the Software, Services or Web Sites. Client shall not interfere with or disrupt network users, services or

equipment with the intent to cause an excessive or disproportionate load on UPSafety's or its suppliers' infrastructure by means of (but not limited to) distribution of unsolicited bulk emails or chain letters, viruses, Trojan horses, worms, or other similar harmful or deleterious programming routines. Client further agrees to cooperate with UPSafety in causing any unauthorized use (including but not limited to co-branding, framing or hyper-linking) to immediately cease.

14. Location, Audio, Image and Video Services

Client acknowledges and consents to the automated and manual creation and/or collection of Location-Based, Audio, Image, and/or Video Services information in the Software and/or Device through interaction between the Devices where the Software is installed, UPSafety's servers, and third party applications and systems. UPSafety will use commercially reasonable efforts to ensure the accuracy of Location-Based, Audio, Image, and/or Video Services; however, UPSafety assumes no liability or responsibility in the event of inaccuracies in such information. While UPSafety uses commercially reasonable efforts to safeguard such information, UPSafety assumes no liability or responsibility for losses resulting from illegal or fraudulent access to Location-Based, Audio, Image, and/or Video Services related information. UPSafety also reserves the right to make such information available to auditors, police and other governmental agencies as permitted or required by law.

15. Software Modifications

Client shall not make any modifications to the Software. Any modifications that Client makes to the Software will void any warranty obligations contained in these Terms and Conditions and UPSafety in its sole discretion, may terminate the CONTRACT.

16. Limitation of Liability

UPSAFETY'S MAXIMUM LIABILITY FOR ANY ACTION ARISING UNDER THESE TERMS AND CONDITIONS, REGARDLESS OF THE FORM OF ACTION AND WHETHER IN TORT, CONTRACT OR OTHER FORM OF LIABILITY, SHALL IN NO EVENT EXCEED THE FEES PAID BY CLIENT DURING THE TWO-YEAR PERIOD PRECEDING NOTICE TO UPSAFETY OF CLIENT'S LOSS. IN NO EVENT SHALL UPSAFETY BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOST DATA, LOST PROFITS, OPPORTUNITIES OR CONTRIBUTIONS, LOSS OF USE, GOOD WILL, BUSINESS INTERRUPTION, COST OF COVER, OR OTHER PECUNIARY OR NON- PECUNIARY LOSS, HOWEVER ARISING, EVEN IF UPSAFETY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UPSAFETY SHALL HAVE NO LIABILITY OR RESPONSIBILITY IN THE EVENT OF ANY LOSS OR INTERRUPTION IN SOFTWARE ACCESS DUE TO CAUSES BEYOND ITS REASONABLE CONTROL OR FORESEEABILITY, SUCH AS LOSS, INTERRUPTION OR FAILURE OF TELECOMMUNICATIONS OR DIGITAL TRANSMISSIONS AND LINKS, INTERNET SLOWDOWN OR FAILURES. THE PARTIES AGREE TO THE ALLOCATION OF RISK SET FORTH HEREIN. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO CLIENT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, OR UP TO \$100,000, WHICHEVER AMOUNT IS GREATER.

16. Independent Contractor

UPSAFETY IS AN INDEPENDENT CONTRACTOR AND NOT AN AGENT OR EMPLOYEE OF CLIENT. NO AGENCY, PARTNERSHIP, FRANCHISE, JOINT VENTURE, OR EMPLOYMENT RELATIONSHIP EXISTS BETWEEN UPSAFETY AND CLIENT. UPSAFETY'S EMPLOYEES AND AGENTS WILL NOT BE EMPLOYEES OR AGENTS OF CLIENT. UPSAFETY SHALL BE FULLY AND SOLELY RESPONSIBLE FOR THE SUPERVISION, CONTROL, PERFORMANCE, COMPENSATION, BENEFITS (INCLUDING, WITHOUT LIMITATION, ALL FORMS OF INSURANCE) WITHHOLDINGS, HEALTH AND SAFETY OF ALL OF ITS EMPLOYEES AND AGENTS. CLIENT WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY WITHHOLDING TAXES OR CONTRIBUTIONS TO STATE WORKER'S COMPENSATION,

UNEMPLOYMENT OR OTHER FUNDS OR PROGRAMS.

17. Notices

All notices, consents and communications required hereunder shall be given in writing and delivered by electronic mail or mail, shall be deemed to be given upon receipt thereof and shall be sent to address below:

United Public Safety, Inc.
321 Morris Road
Fort Washington, PA, 19034

EMAIL: joe.weiler@t2systems.com

18. Compliance with Applicable Law

ALL WORK PERFORMED BY UPSAFETY SHALL BE IN CONFORMANCE WITH PERTINENT OSHA, LOCAL, STATE AND FEDERAL GOVERNMENT LAWS, RULES AND REGULATIONS. UPSAFETY FURTHER COVENANTS AND AGREES THAT ALL WORK PERFORMED AND FURNISHED HEREUNDER SHALL BE IN ACCORDANCE WITH APPLICABLE PROFESSIONAL STANDARDS.

19. Warranties

Mutual Warranties. Each party warrants that (i) it has the right and power to enter into these Terms and Conditions, and (ii) it will comply with all applicable laws and regulations pertaining to these Terms and Conditions. UPSafety Limited Warranty. UPSafety warrants that the Services will be performed in a professional and workmanlike manner in accordance with recognized industry standards and other specifications as outlined in the CONTRACT.

UPSafety Limited Warranty. UPSafety warrants that the Services will be performed in a professional and workmanlike manner in accordance with recognized industry standards and other specifications as outlined in the CONTRACT.

Exclusive Remedies. If, during the Warranty Period the Software fails to comply with the Software Warranty set forth above, UPSafety's entire liability and Client's exclusive remedy beyond these damages will be either to (a) repair or replacement of the Software, or (b) if in UPSafety's opinion such repair or replacement is not possible, termination of the SaaS Term and a refund of the Subscription Fees paid for the Software. This limited warranty is void if failure of the Software has resulted from accident, abuse, misuse or negligence of any kind in the use, handling or operation of the Software, including any use not consistent with the User Documentation or UPSafety training. UPSafety's entire liability and Client's exclusive remedy for any breach of warranty with respect to the Services as described above shall be UPSafety re-performing the Services performed.

Disclaimers. Any written or oral information or representations provided by UPSafety agents, employees, resellers, consultants or service clients with respect to the use or operation of the Software will in no way increase the scope of UPSafety's warranty. UPSafety and its suppliers exercise no control whatsoever over the content of the information passing through their systems. Client and users must exercise their own due diligence before distributing and/or relying on information available on the Internet, and must determine that they have all necessary rights to copy, publish, or otherwise distribute such information under copyright and other applicable laws. Neither UPSafety nor its suppliers will be liable for any consequences of providing services, including those suffered as a result of delivering or accessing information or content, such as accessing information with offensive, inaccurate or inappropriate content, the possibility of Contracting computer viruses, or unauthorized access to or alteration, theft, or destruction of any data, files, programs, procedures, or information through accident, fraudulent means or devices, or any other method.

UPSAFETY DOES NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS OBTAINED BY

CLIENT IN USING THE SOFTWARE OR THE SERVICES, OR THAT THE SOFTWARE OR THE SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. EXCEPT FOR THE WARRANTIES SET FORTH ABOVE AND IN THE CONTRACT, UPSAFETY EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY (BY ANY TERRITORY OR JURISDICTION) TO THE EXTENT PERMITTED BY LAW. FURTHER, UPSAFETY EXPRESSLY EXCLUDES ANY WARRANTY OF NONINFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY TO THE EXTENT PERMITTED BY LAW.

20. Confidential Information

Definition. The term "Confidential Information" shall mean: (i) any and all information which is disclosed by either party ("Owner") to the other ("Recipient") verbally, electronically, visually, or in a written or other tangible form which is defined as confidential or proprietary by Florida Statutes, Chapter 119. Confidential Information shall include, but not be limited to, personal information (individual name, address, contact information, and individual payment amounts), organization and credit card information, trade secrets, computer programs, software, documentation, formulas, data, inventions, techniques, marketing plans, strategies, forecasts, client lists, employee information, financial information, confidential information concerning any of Owner's past, current, or possible future programs, and confidential information concerning Owner's business or organization, as Owner has conducted it or as Owner may conduct it in the future. In addition, Confidential Information shall include information concerning any of Owner's past, current, or possible future products or methods, including information about Owner's research, development, engineering, purchasing, manufacturing, accounting, marketing, selling, leasing, and/or software (including third party software).

Treatment of Confidential Information. To the extent allowed by Florida Statutes Chapter 119; Owner's Confidential Information shall be treated as strictly confidential by Recipient and shall not be used by Recipient other than in connection with its performance under these Terms and Conditions or disclosed by Recipient to any third party except to those third parties operating under non-disclosure provisions no less restrictive than in this Section and who have a justified business "need to know". Client shall protect the deliverables resulting from Services with the same degree of care. These Terms and Conditions impose no obligation upon the parties with respect to Confidential Information which either party can establish by legally sufficient evidence: (a) was in the possession of, or was rightfully known by the Recipient without an obligation to maintain its confidentiality prior to receipt from Owner; (b) is or becomes generally known to the public without violation of these Terms and Conditions; (c) is obtained by Recipient in good faith from a third party having the right to disclose it without an obligation of confidentiality; (d) is independently developed by Recipient without the participation of individuals who have had access to the Confidential Information; or (e) is required to be disclosed by Florida Statutes, provided notice is promptly given to the Owner. UPSafety does not guarantee that Confidential Information provided to it in order for UPSafety to perform its support or professional services will be stored indefinitely and UPSafety reserves the right to purge such information from its database after one (1) year. The preceding statement does not affect information stored in the Software. Client shall, at all times, comply with the public records disclosure requirement of Chapter 119 Florida Statutes and shall not be subject to any liability for its compliance with Florida Statute Chapter 119.

Client Database. On the Commencement Date, UPSafety will notify Client's Primary Contact prior to accessing the Client's database file for the purpose of providing trouble-shooting, problem resolution, support, and professional services and will proceed once confirmation is received from the Client via email or phone communications. Client authorizes UPSafety to edit data without notification for all work performed prior to the commencement of the Initial Term and Client is required to cooperate with UPSafety to provide or request specific data edits as part of the implementation project.

Rights and Duties. The Recipient shall not obtain, by virtue of these Terms and Conditions, any rights, title, or interest in any Confidential Information of the Owner. Within fifteen (15) days after termination of the SaaS Term, each party shall certify in writing to the other that all copies of Confidential Information in any form, including partial copies, have been destroyed, returned, or used solely as the Owner so directs.

Survival. The terms of this Section shall survive termination of the SaaS Term. If the parties have executed

a separate agreement that contains confidentiality terms prior to or contemporaneously with entering into the CONTRACT (and thereby, these Terms and Conditions), those separate confidentiality terms shall remain in full force to the extent they do not conflict with these Terms and Conditions.

21. Indemnity

By UPSafety. UPSafety shall indemnify and defend Client against any third party claims that the Software or other Work Product (defined below) made available to Client by UPSafety infringe any United States, Canadian or Mexican patent or copyright during the SaaS Term, provided that UPSafety is given prompt notice of such claim and is given information, reasonable assistance, and the sole authority to defend or settle said claim. In the defense or settlement of any claim relating to infringing Software or other Work Product, UPSafety shall, in its reasonable judgment and at its option and expense: (i) obtain for Client the right to continue using the Software or other Work Product; (ii) replace or modify the Software or other Work Product so that it becomes non-infringing while giving substantially equivalent functionality; or (iii) if UPSafety determines the remedies in (i) or (ii) are not commercially reasonable, as its sole obligation, terminate the SaaS Term. UPSafety shall have no liability to indemnify and defend Client to the extent (i) the alleged infringement is based on infringing information, data, software, applications, services, or programs created or furnished by or on behalf of Client; (ii) the alleged infringement is the result of a modification made by anyone other than UPSafety; or (iii) Client uses the Software or other Work Product other than in accordance with these Terms and Conditions or any documentation delivered by UPSafety. This Section states UPSafety's entire liability and Client's sole and exclusive remedy for claims relating to infringement.

By Client. Intentionally deleted.

Survival. The terms of this Section shall survive termination of the SaaS Term.

22. Data Ownership

Client retains all rights to Client Content generated by the Customer. Except as otherwise set forth herein, UPSafety shall not at any time use Client Content or disclose Client Content to any third parties, except that UPSafety may use Client Content for the purpose of meeting its obligations under the CONTRACT and providing the Services, and may store, back-up and archive Client Content and may generate anonymized data from Client Content.

23. Right to Work Product

Any invention, discovery, creation, expression or other result of UPSafety's Services, such as findings, analyses, conclusions, opinions, recommendations, ideas, techniques, know-how, designs, programs, tools, applications, interfaces, enhancements, software, and other technical information (collectively "Work Product"), created by UPSafety in the course of performing the Services hereunder are the property of UPSafety and are licensed to Client, without further license fees, pursuant to the license in these Terms and Conditions, provided, however, Work Product does not include, and Client shall retain title to (i) Confidential Information of Client, and (ii) all Client Content. Client shall have no right to sublicense, transfer, assign, convey or permit any third party to use or copy any Work Product.

24. Force Majeure

Except for Client's obligation to pay UPSafety, neither party shall be liable for any failure to perform its

obligations under these Terms and Conditions if prevented from doing so by a cause or causes beyond its control, including without limitation, acts of God or public enemy, failure of suppliers to perform, fire, floods, storms, epidemic or quarantine restrictions, earthquakes, riots or civil commotion, strikes, war, and restraints of government, freight or other embargoes, weather conditions or any failures by UPSafety's subcontractors or suppliers.

25. Assignment

Neither these Terms and Conditions nor the CONTRACT shall be assigned by Client without the prior written consent of UPSafety. Any attempted assignment in violation of this provision shall be null and void. Subject to the foregoing, these Terms and Conditions are binding upon, inure to the benefit of, and are enforceable by the parties hereto and their respective successors and assigns.

26. Miscellaneous

Except as otherwise specifically stated herein, remedies shall be cumulative and there shall be no obligation to exercise a particular remedy. If any provision of these Terms and Conditions are held to be unenforceable, the other provisions shall nevertheless remain in full force and effect. The failure by either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach of these Terms and Conditions will not be deemed a waiver by that party as to the subsequent enforcement of rights or subsequent actions in the event of future breaches. These Terms and Conditions and the CONTRACT together set forth the entire agreement between the parties with respect to the subject matter hereof and all other agreements, purchase orders, representations, communications and understandings, both oral and written, are superseded hereby.

27. **Sovereign Immunity.** Nothing in this Agreement shall constitute a waiver by the Client of its sovereign immunity limits as set forth in section 768.28, Florida Statutes. Nothing herein shall be construed as consent from either party to be sued by third parties.

28. **Governing Law.** Agreement must be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement will be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

29. **Employment Eligibility.** By entering into this Contract, the UPSafety becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit or County Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the UPSafety, the UPSafety may not be awarded a public contract for a period of 1 year after the date of termination.

30. **Service Organization Controls Audit Report.** Upon request by Client, UPSafety agrees to provide Client with a copy of any available SOC-1/SOC-2 reports on the data center(s) hosting the Licensed Products. Upon request by Client, UPSafety also agrees to provide Client with a copy of any available SOC-1/SOC-2 reports on the Licensed Products themselves. Client agrees to treat any SOC-1 or SOC-2 reports are provided as the confidential trade secrets of UPSafety in accordance with this Agreement.

Public records. UPSafety shall comply with all provisions of Florida Statutes Chapter 119. Specifically UPSafety

shall: 1. Keep and maintain public records required by the Client in order to perform the service; 2. Upon request from the Client's custodian of public records, provide the Client with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the UPSafety does not transfer the records to the Client; and 4. Upon completion of the contract, transfer, at no cost to the Client, all public records in possession of the UPSafety, or keep and maintain public records required by the Client to perform the service. If the UPSafety transfers all public records to the Client upon completion of the contract, the UPSafety shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the UPSafety keeps and maintains public records upon completion of the contract, the UPSafety shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Client, upon request from the Client's custodian of public records in a format that is compatible with the information technology systems of the Client.

Failure to comply with said statutory requirements may subject UPSafety to penalties under 119.10, Florida Statutes, as amended.

**PUBLIC RECORDS CUSTODIAN
IF UPSAFETY HAS QUESTIONS REGARDING THE APPLICATION OF
CHAPTER 119, FLORIDA STATUTES, TO UPSAFETY'S DUTY TO
PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT,
CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com**

Exhibit B - Fixed-Mobile LPR Solution Addendum

THIS FIXED-MOBILE LPR SOLUTION ADDENDUM GOVERNS THE PROVISION AND USE OF THE FIXED-MOBILE LICENSE PLATE RECOGNITION (LPR) SOLUTION AND SERVICES PURCHASED BY PLATINUM PARKING EAST ("CUSTOMER") FROM T2 SYSTEMS, INC. ("T2 SYSTEMS").

1. **BACKGROUND.** The parties have entered into a Master Customer Agreement. This Addendum is incorporated into and subject to the terms of the Agreement and the terms of the Agreement are incorporated herein. To the extent of any conflict between the terms of this Addendum and the Agreement, the terms of the Addendum shall control.
2. **DEFINITIONS.** In this Addendum:
 - (a) **"Addendum"** means this Fixed-Mobile LPR Solution Addendum.
 - (b) **"Addendum Services"** means the provision of access to the Fixed-Mobile LPR solution by T2 Systems and/or any additional services provided under this Addendum.
 - (c) **"Agreement"** means the Master Customer Agreement.
 - (d) **"Fixed-Mobile LPR"** means the hardware and software mobile license plate recognition solution provided by T2 System under this Addendum.
 - (e) **"Effective Date"** means the date set forth below as the executed date.
 - (f) **"Site"** Orlando, FL

All other terms defined in this Addendum shall have the meanings ascribed thereto. Capitalized terms used in this Addendum that are not otherwise defined in this Addendum have the meaning set forth in the Agreement.

3. **APPENDICES.** The Appendices below are hereby incorporated into and made a part of this Addendum. In interpreting this Addendum and resolving any ambiguities, the main body of this Addendum shall control over the Appendices. Each reference to T2 in the Appendices shall be deemed to mean T2 Systems, Inc.

Appendix A – Scope of Work

Appendix B– Fixed-Mobile LPR Warranty

4. **SCOPE OF WORK.** T2 Systems shall be responsible for the installation and maintenance of the Fixed-Mobile LPR solution at the Site as described in the Scope of Work document attached hereto as Appendix A and incorporated herein. T2 Systems will provide the installation services and Products in accordance with the project schedule, performance requirements and specifications set forth in Appendix A. T2 Systems and Customer shall each appoint a Project Manager who shall work together to coordinate, supervise and manage the Scope of Work and the project schedule for the duration of the project.
5. **PURCHASE & ACCEPTANCE.** T2 Systems shall provide to Customer all Products required for the Fixed-Mobile LPR solution and installation services as set out on the Quote. Customer shall inspect or test all Products upon installation. Customer shall be deemed to have effected final acceptance of the Products at the earliest of: (a) the fifth (5th) day after the date of installation unless written notice is received by T2 Systems before such day; or, (b) the date when the Products are used or otherwise placed in commercial operation.
6. **QUOTES & PAYMENTS.** Unless otherwise specified on the Quote, all amounts payable hereunder shall be due to T2 Systems within forty-five (45) days of invoice date, and Customer agrees to pay for the Products in accordance with the payment schedule defined in Appendix A. Upon activation of the Fixed-Mobile LPR software, subscription fees and warranty shall be payable annually in advance. All prices shown are net, and in addition to the price of goods, Customer shall pay all expenses including taxes, insurance, freight, and warehousing. All prices quoted are valid for ninety (90) days and are exclusive of taxes. After the initial three (3) year term, T2 Systems will increase the subscription fees and any additional agreed upon fee by five percent (5%) percent per year.
7. **TITLE & RISK OF LOSS.** Title in the goods shall remain with T2 Systems until such goods have been paid for in full. Customer shall ensure that the goods are insured against "all risks" from the time the goods are placed in the possession of the carrier for shipment to Customer, and continuously thereafter until all amounts due to T2 Systems are paid in full.
8. **SOFTWARE.** Subject to the payment of the subscription fees as set out in the Quote, and provided that the Customer is not in breach of its obligations under this Addendum or the Agreement, T2 Systems hereby grants to the Customer, and the Customer accepts from T2 Systems, a non-exclusive, non-transferable, fully paid, royalty free, license to use of the Fixed-Mobile LPR software

("Software") and related documentation. The Customer will restrict access to the Software to its employees and contractors who require access in connection with the Customer's use of the Fixed-Mobile LPR solution. Use of the Software shall be solely in accordance with the documentation, this Addendum, the Agreement, and such reasonable instructions as T2 Systems may provide from time to time. The Customer agrees that it will not use the Software in connection with any equipment, system or website not supplied by T2 Systems, or for any illegal purposes, or in any manner that could damage, disable, overburden or impair the T2 Systems' systems or interfere with the ability of any other party to use T2 Systems' services.

9. **WIRELESS DATA SERVICES.** If purchased by Customer, T2 will provide the Wireless Data Services, supplied by T2's underlying third party wireless data services carrier, to Customer. Customer acknowledges and agrees that (i) Customer has no contractual relationship with the third party wireless data services carrier, (ii) Customer is not a third party beneficiary of any agreement between T2 and the carrier, and (iii) that the wireless data services carrier shall have no liability of any kind whatsoever to Customer, or any party deriving rights through Customer, whether for breach of contract, warranty, negligence, strict liability, tort, or otherwise.
 - (a) Customer shall use the Wireless Data Services only in connection with the Addendum Services identified in the Quote(s).
 - (b) Customer agrees that it will at all times comply with and abide by all terms and conditions established by T2 for the use of and access to the Wireless Data Services, and acknowledges that the Wireless Data Services may be restricted or cancelled by T2 or the underlying data services carrier if there is a reasonable suspicion of abuse or fraudulent use of the services.
 - (c) Customer may not resell the Wireless Data Services to any other person(s).
 - (d) Customer has no property right in any wireless number assigned to it in connection with the Wireless Data Services, and understands that such number can be changed.
 - (e) Customer will provide T2 with prompt notice of any suspected abuse or fraudulent use of the Wireless Data Services of which it becomes aware.
10. **WARRANTY.** Subject to the disclaimers and limitations in the Agreement, T2 warrants that (a) title to the hardware sold shall be free from any encumbrance, and that the goods will conform to the description contained on T2 Systems' invoice, (b) the Fixed-Mobile LPR Software will substantially conform to the specification as set out in the Documentation as revised by T2 Systems from time to time, (c) the installation services will be rendered in accordance with the customary professional standards prevailing for the type of work performed by professionally trained T2 Systems personnel or subcontractors. T2 Systems will provide warranty services in accordance with the Fixed-Mobile LPR Warranty document attached hereto as Appendix B.
11. **TERMINATION.**
 - (a) Either party may terminate this Addendum without cause by written notice to the other party, which termination shall be effective as of the last day of the calendar month following the month in which notice of termination is received. Customer shall be liable for the remainder of the unpaid balance of the current annual Software subscription fee for that year and such fees shall, at T2 System's option, become immediately due and payable;
 - (b) Either party may terminate this Addendum if the other party breaches any material obligation under this Addendum, and fails to remedy such breach with thirty (30) days of receipt of notice from the non-breaching party;
 - (c) Without limiting the foregoing, either Party may terminate this Addendum on the same basis as set forth in Section 12(d) of the Agreement.
12. **ENTIRE AGREEMENT.** This Addendum (including all Appendices and Quote(s)) and the Agreement comprise the entire understanding and agreement between parties regarding the Fixed-Mobile LPR solution and supersedes all prior written and oral agreements, purchase orders, representations, understandings, promises, descriptions or other communications between the parties regarding the Fixed-Mobile LPR solution.

06/27/2023



Pompano Beach, FL | Cost Proposal

- UPSafety Enforcement including 2 Handheld Devices
 - NuPark LPR Migrations - Comsonics
 - Genetec Patroller and Security Center in Person training
 - UPSafety Webinar training
 - LPR and UPSafety Zone, Cloud Configurations, Data Migration, 3rd party Integrations, and Project Management
-

Pricing Summary (Itemized Quotes below)

- Year One Total: \$44,248.00
- Year Two Total: \$14,019.90
- Year Three Total: \$14,278.10

United Public Safety, Inc. - Confidential Quotation
a T2 Systems Company
 8900 Keystone Xing, Suite 700
 Indianapolis, IN 46240-4697



For: City of Pompano Beach
Quote ID: Q-35504
Date Issued: 6/27/2023
Expires: 10/31/2023

Bill To:
 City of Pompano Beach
 Parking Manager, 3460 NE 3rd St.
 Pompano Beach, Florida 33062
 United States

Prepared By:
 Mike Adams

Prepared For:
 Jeff Lantz

Ship To:
 City of Pompano Beach - Public Works
 1201 NE 5th Ave
 Pompano Beach, FL 33060
 United States

Jeff Lantz
 (954) 786-5580
 jeff.lantz@copbfl.com
 EIN: 59-6000411

Subscriptions

Product Name	Product Code			
T2 Partner Product - LPR Managed Service One Patroller Connection (Year)				
Year 1	100.0110	2.00	USD 324.00	USD 648.00
Year 2	100.0110	2.00	USD 340.20	USD 680.40
Year 3	100.0110	2.00	USD 357.21	USD 714.42
T2 Partner Product - LPR Managed Service 2.0 (Year)				
Year 1	100.0099	1.00	USD 3,970.00	USD 3,970.00
Year 2	100.0099	1.00	USD 4,168.50	USD 4,168.50
Year 3	100.0099	1.00	USD 4,376.93	USD 4,376.93
T2 Partner Product - LPR Managed Service Upgrade to Pay-by-Plate (Year)				
Year 1	100.0115	1.00	USD 300.00	USD 300.00
Year 2	100.0115	1.00	USD 315.00	USD 315.00
Year 3	100.0115	1.00	USD 330.75	USD 330.75

Year 1 Total: USD 4,918.00
Year 2 Total: USD 5,163.90
Year 3 Total: USD 5,422.10

Services

Product Code	Product Name	Quantity	Sales Price	Total
100.2852	T2 Partner Product - LPR Mapping License Including Data For North America - Per Vehicle License	2.00	USD 500.00	USD 1,000.00
100.2818	T2 Partner Product - LPR Permit Zone Configuration Svcs for Mobile City w/ or w/o Wheel Imagine Pkg	1.00	USD 1,500.00	USD 1,500.00
100.3411	T2 Partner Product - ComSonics Mobile Installation, Camera alignment, Firmware Upgrades, equipment testing, software training	2.00	USD 3,300.00	USD 6,600.00
100.3429	T2 Partner Product - ComSonics Project Management Services	1.00	USD 1,250.00	USD 1,250.00
100.2391	T2 LPR Integration Prime Project Management	1.00	USD 6,000.00	USD 6,000.00
100.3173	T2 Partner Product - LPR Patroller University to City Migration	1.00	USD 4,950.00	USD 4,950.00
This item is required to update the older car to enforce permits and payments at same time				
	Optional Items			
TOTAL Serviecs:				USD 21,300.00

Year 1 Total: USD 26,218.00

Year 2 Total: USD 5,163.90

Year 3 Total: USD 5,422.10

Net Total: USD 36,804.00

Tax Amount: USD 0.00

Tax Comments: N/A

Total: USD 36,804.00

Additional Information:

Freight Term: FOB-VEND-PP

Payment Terms: N30

IRIS Profile:

End User: City of Pompano Beach

GP Customer Number: 2484

United Public Safety, Inc. - Confidential Quotation
a T2 Systems Company
 8900 Keystone Xing, Suite 700
 Indianapolis, IN 46240-4697



For: City of Pompano Beach
Quote ID: Q-32560
Date Issued: 2/27/2023
Expires: 10/31/2023

Bill To:
 City of Pompano Beach
 Parking Manager, 3460 NE 3rd St.
 Pompano Beach, Florida 33062
 United States

Prepared By:
 Clint Sparks

Prepared For:
 Jeff Lantz

Ship To:
 City of Pompano Beach
 Dept. Head Secretary Public Works 1201 NE 5th Ave.
 Pompano Beach, FL 33060
 United States

Nicole Louramore
 (954) 786-4507 Ext. 0000
 nicole.louramore@copbfl.com
 EIN: 59-6000411

Subscriptions

Product Name	Product Code	Quantity	Sales Price	Total
Subscription Service - CityCite® Mobile License(s)				
Year 1	100.5000	2.00	USD 3,588.00	USD 7,176.00
Year 2	100.5000	2.00	USD 3,588.00	USD 7,176.00
Year 3	100.5000	2.00	USD 3,588.00	USD 7,176.00
Verizon LTE Data Plan				
Year 1	100.5003	2.00	USD 420.00	USD 840.00
Year 2	100.5003	2.00	USD 420.00	USD 840.00
Year 3	100.5003	2.00	USD 420.00	USD 840.00
CiteGuard Warranty				
Year 1	100.5006	2.00	USD 420.00	USD 840.00
Year 2	100.5006	2.00	USD 420.00	USD 840.00
Year 3	100.5006	2.00	USD 420.00	USD 840.00
TOTAL:				USD 26,568.00

Services

Product Code	Product Name	Quantity	Sales Price	Total
100.5029	Personalized Webinar Training	1.00	USD 895.00	USD 895.00
100.5014	UPsafety Client Cloud Setup & Customization	1.00	USD 1,875.00	USD 1,875.00
100.5032	Automated Lookups – Florida – Per each letter sent in Florida	0.00	USD 0.75	USD 0.00
100.5016	Automated Out of State – Per Successful Lookup	0.00	USD 2.50	USD 0.00
100.5017	Automated Delinquent Letters – \$1.00 per Automated Notification	0.00	USD 1.00	USD 0.00
	*Lookups and Letters are invoiced monthly based on consumption			
TOTAL:				USD 2,770.00

Hardware

Product Code	Product Name	Quantity	Sales Price	Total
105.0765	XF Print All-in-One Enforcement Handheld Package	2.00	USD 2,695.00	USD 5,390.00
663.1000	Paper 3in Plain Polyvinyl Thermal, 200 3.2 Appleton, 80mm- Hgp-3 Printer (50 rolls)	6.00	USD 169.00	USD 1,014.00
TOTAL:				USD 6,404.00

Year 1 Total: USD 18,030.00

Year 2 Total: USD 8,856.00

Year 3 Total: USD 8,856.00

Net Total: USD 35,742.00

Tax Amount: USD 0.00

Tax Comments: N/A

Total: USD 35,742.00

Additional Information:

Freight Term: FOB-VEND-PP

Payment Terms: N30

IRIS Profile:

End User: City of Pompano Beach

GP Customer Number: 2484



UPsafety[®] PE Solution Hardware Care Program

DEVICE WARRANTY

WARRANTY INFORMATION

Terms and Conditions for the UPsafety PE Hardware Care Program

LIMITED PRODUCT WARRANTY

T2 Systems, a Verra Mobility Company, ("T2") warrants the applicable Android device for the UPsafety PE Solution shall be free from defects in materials and workmanship, under normal intended use, for a period of twelve (12) months from the date of shipment from T2. The applicable product can be warranted up to three (3) years (including the standard warranty period).

T2 warrants that the following items shall be free from defects in materials and workmanship, under normal intended use, for a period of ninety (90) days from the date of shipment: battery packs, and any accessories. The UPsafety PE Hardware Care Program Warranty applies only to the device not accessories.

WARRANTY EXCLUSIONS OF THE HARDWARE CARE PROGRAM

This warranty shall not apply if: (i) the product has been set up improperly or has been improperly installed or calibrated, (ii) the product is operated in a manner that is not in accordance with the instruction manual(s) and/or user guide, (iii) the product is used for a purpose other than for which it was designed, (iv) the product has been used in environmental conditions outside of those specified for the product, (v) the product has been subject to any modification, alteration, or change by or on behalf of Client (except and unless modified, changed or altered by T2 or T2's direct supervision), (vi) the defect or malfunction results from misuse or accident, (vii) the serial number on the product has been tampered with or removed, or (viii) the product has been opened or tampered with in any way. Broken or damaged display is not covered under Warranty. Excessively worn parts are not covered under warranty. These may include, but are not limited, touch screen, hand strap, bumpers, graphics, battery. Warranty does not include repairs for printer if damage is caused by paper media that isn't purchased from or approved by T2. This warranty is exclusive and T2 will not assume and hereby expressly

UPSafety PE Solution Hardware Care Program **TERMS & CONDITIONS**

disclaims any further warranties, whether express or implied, including, without limitation, any warranty to merchantability, fitness for a particular purpose, non-infringement or any warranties arising from the course of performance, dealing or usage of trade. T2 specifically makes no warranties as to the suitability of its products for any particular application. T2 makes no warranties that its products will meet your requirements or will work in combination with any hardware or applications software products provided by third parties, that the operation of its products will be uninterrupted or error free, or that all defects in the product will be corrected. T2 shall not be responsible for software, firmware, information, or memory data contained in, stored on, or integrated with any products returned to T2 for repair, whether under warranty or not.

REMEDY

In the event a defect in materials or workmanship is discovered and reported to T2 within the specified warranty period, T2 will, at its option, repair the defect or replace the defective product. Replacement products may be new or reconditioned. T2 warrants any replaced or repaired product for a period of ninety (90) days from the date of return shipment to the Client, or through the end of the original warranty period, whichever is longer.

LIMITATION OF LIABILITY

To the fullest extent allowed by law, T2's obligation shall be limited to the repair or replacement of the product. T2 shall in no event be liable for special, incidental, or consequential, indirect, special or punitive damages of any kind, or for loss of revenue or profits, loss of business, loss of information or data, or other financial loss arising out of or in connection with the sale, installation, maintenance, use performance, failure or interruption of any product. Any responsibility and/or liability of T2 shall, in connection with a warranted product, be limited in maximum amount to the original purchase price.

WARRANTY REPAIRS

To obtain repair or service, contact the Repair Services Department within the applicable warranty period to receive a Return Material Authorization (RMA) number. Repairs returned without proper authorization may be subject to additional handling fee and/or delay of the repair.

SERVICES AND MATERIALS PROVIDED UNDER WARRANTY

- Analysis of problem by service technician
- Labor and materials required to fix defective parts
- Functional analysis performed after repair

UPSafety PE Solution Hardware Care Program **TERMS & CONDITIONS**

OBLIGATIONS FOR EXTENDED WARRANTY

Customer Obligations

1. Pay for the extended warranty coverage per T2's stated terms and conditions. The extended warranty timeframe must be determined and purchased at the time of original product purchase.
2. When a repair is needed, contact UPSafety PE Technical Support at upsafety.support@t2systems.com or call 1.800.434.1501 Option 4.
3. Properly pack the product (equal to the original shipping carton).
4. Adequately insure the product against loss or shipping damages.
5. Pay for any expediting fees outside our normal repair policy and extended warranty programs.
6. Assume full responsibility for returning the product for repair or replacement prior to the warranty expiration date.
7. Assist as needed in tracing and/or settling shipping losses or damages.
8. The Client must return the defective device within thirty (30) days of receiving their replacement device.

T2 Obligations

1. Provide Return Material Authorization (RMA) number and accept the product back for evaluation or repair.
2. Evaluate, repair or replace the product as needed.
3. Repair and return the product within the specified turnaround time or notify the Client if there is a delay and explain the cause of the delay
4. Forewarn the Client of any non-warranty work to be completed (including associated shipping and handling costs).
5. Assist as needed in tracking and/or settling losses or damages.

UPSAFETY PE HARDWARE CARE PROGRAM INCLUDES:

- All Shipping Costs (4-Way, includes shipping costs of replacement device and defective device)
- Call tag (or similar) sent for defective device
- No charge replacement device (shipped overnight) which will be your new device moving forward. Replacement device will be the same or similar model as the device requiring repair