



## TECHNICAL ASSISTANCE AND MAINTENANCE AGREEMENT

THIS TECHNICAL ASSISTANCE AND MAINTENANCE AGREEMENT, dated as of the date written below (this "Agreement"), by and between HUB PARKING TECHNOLOGY USA, INC., a Delaware corporation organized ("HUB" or "HUB Parking"), and City of Hollywood ("Client"). HUB Parking and Client are also referred individually as a "Party" and collectively as the "Parties".

### RECITALS

WHEREAS, HUB Parking manufactures and distributes parking systems products in the United States of America;

WHEREAS, Client wishes to engage HUB Parking to provide certain technical assistance and maintenance services to maintain HUB Parking products purchased or operated by Client; and

WHEREAS, HUB Parking wishes to provide such services to Client on the terms set forth in this Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained below, the parties agree as follows:

#### ARTICLE I HUB PARKING SERVICES

1.1 HUB Parking Services. While this Agreement is in effect:

(a) HUB Parking shall provide technical assistance and maintenance services to Client as set forth in *Exhibit A-1*, Scope of Work (the "Services"), with respect to the equipment set forth in *Exhibit A-2*, Covered Equipment (the "Covered Equipment") subject to the terms and conditions of this Agreement, including *Exhibit C*.

(b) The performance of the Services by HUB is conditioned upon the fulfillment of all Client obligations as provided in this Agreement including, but not limited to, payment of the Fees and Time Schedule attached hereto as *Exhibit B*.

1.2 HUB Parking Obligations. While this Agreement is in effect, in connection with the provision of the Services, HUB Parking shall:

(a) maintain at all times all required licensing requirements, qualifications and authorizations to perform the Services;

(b) maintain at all times adequate and customary insurance coverage for the performance of the Services;

(c) keep a history of all work performed on the Covered Equipment, which, upon request, will be made available to Client; and

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(d) provide callback service as requested by Client, subject to the terms set forth in *Exhibit A* and *Exhibit B*.

1.3 Maintenance Exclusions

Maintenance Service does not include repair of damages or replacement of spare parts resulting from:

- (a) Any cause external to the Covered Equipment including, but not limited to, electrical work, fire, flood, water, wind, lightning and transportation, or any act of God;
- (b) Client's failure to continually provide a suitable installation environment including, but not limited to, adequate electrical power; power must be provided by a dedicated line with a true earth ground; for safeguard against power surges and satisfactory product performance, product must have a surge suppressor; voltage must range between 108-125 volts A/C; potential between ground and neutral cannot exceed .5 volts A/C;
- (c) Client's improper use, relocation, refinishing, management or supervision of the Covered Equipment or other failure to use the Covered Equipment in accordance with HUB specifications;
- (d) Client's repair, attempted repair or modification of the Covered Equipment without prior authorization from HUB;
- (e) Client's use of the Covered Equipment for purposes other than those for which they are designed or the use of accessories or supplies not approved by HUB;
- (f) Any Covered Equipment not listed on *Schedule A-2* of this Agreement; and
- (g) Any repair to equipment or software caused by supplies not purchased from HUB.

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- (h) End of Life of whole units of equipment.

Any maintenance necessary on excluded items shall be a charge to Client at the then applicable HUB Time and Materials rate.

## ARTICLE II CERTAIN OBLIGATIONS OF THE PARTIES

2.1 Representatives of Client and HUB Parking. The Client, upon HUB Parking's request, shall advise HUB Parking in writing of one (1) Client employee to whom all communications pertaining to day-to-day conduct pursuant to this Agreement shall be addressed. HUB Parking shall inform the Client in writing of HUB Parking's representative to whom matters pertaining to day-to-day conduct pursuant to this Agreement shall be addressed.

2.2 Noncircumvention and Nonsolicitation. While this Agreement is in effect, neither party shall solicit or attempt to solicit the services of any employee of the other party for employment without the prior written consent of the other party.

2.3 Performance of Services. HUB Parking will render all Services under this Agreement in a professional manner. The standards to be applied in the performance of Services by HUB Parking and its personnel shall be measured as that deemed reasonable for HUB Parking's employee category applicable to the service being performed and not that of a reasonable person.

## ARTICLE III CONSIDERATION AND OBLIGATIONS

3.1 Payment. As consideration for HUB Parking's provision of the Services, Client shall pay HUB Parking the fees ("Fees") as provided in *Exhibit B*. The Fees shall be paid by Client within thirty (30) days of Client's receipt of an invoice from HUB Parking. If work outside the Scope of Work attached to *Exhibit A* is performed by HUB Parking or if HUB performs Services outside of HUB's normal hours of operation set forth in Exhibit B, HUB Parking will invoice Client, and Client will pay HUB Parking at the applicable rates for time and materials set forth in Exhibit B. The Fee and Time Schedule is subject to review and modification by HUB, with notice of any changes provided in writing to Client at least thirty (30) days prior to any such changes taking effect.

3.2 Client Obligations. While this Agreement is in effect:

- (a) Client shall provide to HUB Parking technical documentation as reasonably necessary to service the Covered Equipment; and

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(b) Client shall provide to HUB Parking access to the Covered Equipment in a safe environment to permit the performance of the Services.

(c) Client shall have at all times all required consents, licensing requirements, qualifications and authorizations to commission the Services;

(d) Client shall maintain at all times adequate and customary insurance coverage.

(e) Client shall maintain and operate the Covered Equipment in an environment and according to procedures which conform to HUB specifications;

(f) Client shall not to allow maintenance or repair of the Covered Equipment by anyone other than HUB without prior authorization from HUB; and

(g) Client shall purchase all consumable supplies from HUB to insure the optimal operations of the system.

#### ARTICLE IV REPRESENTATIONS AND WARRANTIES

4.1 HUB Parking's Representation and Warranties. HUB Parking represents and warrants to Client that HUB Parking:

(a) has full and unrestricted authority to enter into this Agreement and, by entering into or performing under this Agreement, it will not breach any agreement to which it is currently a party;

(b) has the legal right, free of any right or interest of any third party, to disclose all information disclosed to the other party hereunder; and

(c) is in compliance with all laws and approvals necessary to perform its obligations under this Agreement.

(d) HUB warrants that the Services will be performed in a workmanlike and correct manner and will conform to the requirements of this Agreement. HUB's warranty excludes any remedy for damage or defect caused by abuse or misuse, modifications or maintenance not provided by HUB, improper operation, normal wear and tear and normal usage. Client's sole remedy for breach of



this limited warranty shall be the repair and/or replacement of the materials and equipment.

The above-stated LIMITED warranty is exclusive and in lieu of any warranty of merchantability, fitness for particular purpose, or any other warranty, whether expressed or implied. ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED.

4.2 Client's Representation and Warranties. Client represents and warrants to HUB Parking that Client:

(a) has full and unrestricted authority to enter into this Agreement and, by entering into or performing under this Agreement, it will not breach any agreement to which it is currently a party;

(b) has the legal right, free of any right or interest of any third party, to disclose all information disclosed to the other party hereunder; and

(c) is, and will remain, in compliance with all laws and approvals necessary to perform its obligations under this Agreement.

ARTICLE V  
INDEMNIFICATION AND LIMITATION ON LIABILITY

5.1 Section Removed

5.2 Limitation on Liability. Client's sole remedy, and the sole liability of HUB, for any breach by HUB shall be repeat performance of any repair, replacement, or maintenance required under this Agreement. IN NO EVENT WILL HUB BE LIABLE FOR (A) LOST PROFITS, LOST DATA OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR (B) DAMAGES CAUSED BY CUSTOMER'S FAILURE TO PERFORM ITS RESPONSIBILITIES. HUB's liability arising out of this Agreement shall not exceed the Fees. HUB, its parents, officer, directors, agents or employees shall not have any liability to Client for any lost opportunity or profits, costs of procurement of substitute goods or services, or for any indirect, incidental, consequential, punitive or special damages arising out of or related to the performance of this Agreement, under any cause of action or theory of liability, including negligence, and regardless of whether HUB has been

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advised of the possibility of such damages. These limitations will apply notwithstanding any failure of essential purpose of any limited remedy.

5.3. Section Removed

ARTICLE VI  
TERM; TERMINATION

6.1 Term. This Agreement is effective for a term as set forth on *Exhibit A*.

6.2 Termination. This Agreement may be terminated as follows:

(a) By either party

(a) In the event of a material breach of the terms of the Agreement, the non-breaching party may, upon written notice of the breach to the breaching party and after a period of thirty (30) days from the date of said written notice to cure the breach, terminate the Agreement;

(b) In the event either party shall be adjudged a bankrupt, or make general assignment for the benefit of its creditors, or if a receiver shall be appointed for its assets, the Agreement shall terminate as of such event.

6.3 Effect of Termination. Termination by any party of this Agreement under Section 6.2 shall not deprive such terminating party of its right to pursue any other legal or equitable remedy available as a consequence of the other party's breach of this Agreement.

6.4 Survival. Sections 5 and 7.1 shall survive the expiration or termination of this Agreement.

ARTICLE VII  
GENERAL PROVISIONS

7.1 Confidentiality. During the term of this Agreement and for a period of ten (10) years thereafter, to the extent permitted by law, each Party (the "Receiving Party") shall, and shall cause its, officers, directors, employees and advisors to, keep confidential and not use, disclose, disseminate or publish to any person any Confidential Information of the other Party (the "Disclosing Party") obtained or acquired by the Receiving Party in connection with its performance of this Agreement. "Confidential Information" means any confidential or proprietary information with respect to the Disclosing Party, including (a) trade secrets, (b) technical information, including formulae, documentation, presentations, drawings, hardware, know-how, ideas, inventions, whether patentable or not, photographs, plans, procedures, processes (formulation or manufacturing), reports, research, samples, data, tests, test results, sketches, software and specifications, (c) business information, including supplier, Client and distributor names, marketing information, operational plans and product information and (d) financial information, including pricing and other confidential information.

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7.2 Assignment. This Agreement and the rights and obligations hereunder shall not be assignable or transferable, except that HUB Parking may assign it without the prior written consent of Client.

7.3 No Third-Party Beneficiaries. Except for any indemnified parties, this Agreement is for the sole benefit of the parties hereto and their permitted successors and assigns, if any, and nothing herein expressed or implied shall give or be construed to give to any person, other than the parties hereto and such successors and assigns, any legal or equitable rights hereunder.

7.4 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other parties. Delivery of an executed counterpart signature page by facsimile or other electronic means is as effective as executing and delivering this Agreement in the presence of the other party to this Agreement.

7.5 Severability. If any provision of this Agreement (or any portion thereof) or the application of any such provision (or any portion thereof) to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof (or the remaining portion thereof) or the application of such provision to any other persons or circumstances. In the event that any provision of this Agreement (or any portion thereof) or the application of any such provision (or any portion thereof) is held to be invalid, illegal or unenforceable, the parties shall negotiate in good faith to enter into alternative agreements or arrangements to give effect to such provision to the greatest extent permitted under applicable law.

7.6 Notices. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand, via email, fax or sent, postage prepaid, by registered, certified or express mail or overnight courier service and shall be deemed given when so delivered by hand, or if mailed, upon receipt by express mail or overnight courier service, as follows:

(a) If to Client, as provided on the signature page.

HUB PARKING TECHNOLOGY USA, INC.  
761 Commonwealth Drive, Suite 204  
Warrendale, PA 15086

Attn: John Lovell, Managing Director & CEO  
Phone: 1-844-482-7275  
Fax:  
Email: [john.lovell@hubparking.com](mailto:john.lovell@hubparking.com)

7.7 Section Removed

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7.8 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida applicable to agreements made and to be performed entirely within such State, without regard to the conflicts of law principles of such State.

7.9 Amendment; Waiver.

(a) Any provision of this Agreement may be amended or waived if and only if such amendment or waiver is in writing and signed, in the case of an amendment, by each of the parties, or in the case of a waiver, by the party against whom the waiver is to be effective.

(b) No waiver by a party of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent occurrence. No failure or delay by a party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Unless otherwise expressly provided in this Agreement, the rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by Law or in equity.

7.10 Attorneys Fees. In the event of a dispute, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

7.11 Force Majeure. HUB Parking shall be excused from performing the Services in the event of any act of force majeure, including but not limited to Acts of God, exceptionally inclement weather, power failures, strikes, transportation interruption, earthquakes, flood and the like.

7.12 PCI-DSS Compliance. The Client is responsible for complying with the Payment Card Industry Data Security Standard. ("PCI-DSS"), as amended, with respect to any cardholder data that they possess, store, process or transmit, including without limitation any cardholder data possessed, stored, processed or transmitted using the HUB Parking Software or Equipment.

7.13 Representative of Client and HUB Parking.

(a) Upon HUB Parking's request, Client shall advise HUB Parking in writing of one (1) Client employee to whom all communications pertaining to day-to-day conduct pursuant to this Agreement shall be addressed.

(b) HUB Parking shall inform the Client in writing of HUB Parking's representative to whom matters pertaining to day-to-day conduct pursuant to this Agreement shall be addressed.





7.14 Non-Solicitation. During the term of this Agreement, Client agrees that the management level employees of the Client's operations shall not knowingly solicit or attempt to solicit the services of any employee of the HUB Parking for employment at any Client position without the prior written consent of the HUB Parking. During the Term of this Agreement, HUB Parking agrees that its management level employees shall not knowingly solicit or attempt to solicit the services of any employee of the Client without the prior written consent of the Client.

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IN WITNESS WHEREOF, HUB Parking and the (Client) have duly executed this Agreement as of the date written below.

Effective Date: \_\_\_\_\_, 2017

HUB Parking Technology USA, Inc.

By:

John D. Lovell  
Managing Director & CEO

**SEE NEXT PAGE FOR SIGNATURE**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

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TECHNICAL ASSISTANCE AND MAINTENANCE AGREEMENT BETWEEN CITY OF HOLLYWOOD AND HUB PARKING TECHNOLOGY USA, INC. TO MAINTAIN HUB PARKING PRODUCTS

CITY OF HOLLYWOOD, a municipal corporation  
of the State of Florida

ATTEST:

Approved By:

\_\_\_\_\_ Date: \_\_\_\_\_  
JOSH LEVY, MAYOR

\_\_\_\_\_  
PATRICIA A. CERNY, MMC  
CITY CLERK

Approved By:

\_\_\_\_\_  
GEORGE R. KELLER, JR., ASSISTANT CITY  
MANAGER/FINANCE & ADMINISTRATION

ENDORSED AS TO FORM & LEGALITY  
For the use and reliance of the City of  
Hollywood, Florida, only.

\_\_\_\_\_  
ALAN FALLIK, ACTING CITY ATTORNEY

Exhibit A  
HUB Parking Services

Services

- Perform Hardware Support and Maintenance Services in accordance with Schedule A-1, Scope of Work, with respect to the Covered Equipment set forth in Schedule A-2, Covered Equipment.
- Conduct routine maintenance examinations on a regularly scheduled basis in accordance with Schedule A-1, Scope of Work, with respect to the Covered Equipment set forth in Schedule A-2, Covered Equipment.

Term

\_\_\_ year [s] starting on \_\_\_\_\_ and ending on \_\_\_\_\_

Project Site Address:

See Schedule A-2

PA-DSS Compliance Addendum

See Schedule A-3

Exhibit A-1  
Scope of Work

**Software Support and Maintenance**

Software/PC support and maintenance will include the following:

- Configuration corrections and minor modifications not to include major reconfiguration of the system.
- All changes to rate tables (minimum 5 day notice in written form required).\*
- All changes to Validations (minimum 5 day notice in written form required).
- Back up of parameter files after major changes.
- Support Client with required updates to Client supplied Antivirus and Firewall programs on an “as needed” basis. (If installation of third party software induces a PC or HUB Parking-related problem all time necessary to correct the problem will be billable at prevailing rates. HUB Parking is not responsible for subscriptions to third party software.)
- Support Client to install all HUB Parking-mandated Microsoft Windows/Service Pack updates.
- In the event that HUB Parking is called to respond to a problem that it is outside the scope of the Software Support Contract, HUB Parking reserves the right to bill Client for all site time at prevailing rates.

Note. The items covered above are considered during normal business hours. After-hours requests will be subject to applicable service rates (Exhibit B). All activities will be programmed to minimize disruption to parking facility operations.

\*Rate changes to the system must be tested for accuracy by Client to ensure that the desired effect has been achieved by the parking system operator. This testing is accomplished by Client auditing each transaction to ensure that revenue collected is in accordance with the facility's intended rate structures, included but not limited to, default, early bird, night, weekend, multiple day, and validated rates. Immediately following a rate change it is agreed that Client will perform a complete audit of all rates to ensure interpretation of the requested change and its technical accuracy. This audit should also ensure that all rate structures in the system are in accordance with the locations signage, owner expectations, and patron expectations.

### Hardware Support and Maintenance

Hardware support and maintenance will include all HUB Parking hardware/equipment as well as gate/barrier mechanisms and proximity/AVI readers and interface devices of any type. Hardware support and maintenance details are as follows:

- Preventative maintenance visits to be in accordance with manufacturer's specifications but no less than 4 quarterly maintenance visits per site, per annum.
- Reactive callouts are covered by this service contract in accordance with the following schedule: Monday through Friday, 8:30 am to 5:00 pm (see charge table below for out of hours coverage costs)
- All parts/components will be covered except what is specifically excluded below
- Loaner parts may be made available at no charge to Client should a part need to be shipped out for repair or replacement, where applicable.

### Additional Services

- Reports: A report of preventive maintenance and breakdown repair will be made available upon request.
- Client Portal access to Autotask service ticket tracking system made available upon request.

### Items / Services NOT covered

HUB Parking items **NOT** covered:

- Peripheral Control software upgrades
- Software or EPROM's required to introduce new bank notes or coins
- Credit card acceptance problems relating or data recovery resulting from clearinghouse and/or credit card circuit issues.
- Concrete bases and islands and any protection posts
- Loops
- Barrier Gate arm replacement
- All non-provided communication equipment and related items
- Any 3<sup>rd</sup> Party equipment and/or software not provided and installed by HUB Parking
- CCTV equipment

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- All fiber optic hardware and related items
- Cashier booths or related structures
- All network infrastructure and equipment, servers and operating systems
- This contract **shall not cover** any and all labor and / or materials required to service, repair and / or replace software or hardware as a direct result of vandalism, misuse, gross negligence and / or acts of God. In such cases, HUB Parking will prepare a written estimate for official **Client** approvals prior to any work.

All parts / assemblies that are deemed “End of Life” – items that have no serviceable life in accordance with manufacturer recommendations – will not be covered under this contract.

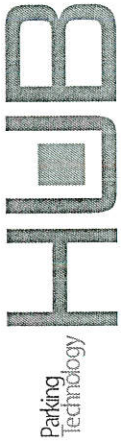
### *Client Responsibilities*

The coverage in this agreement assumes the client will handle certain basic daily operational and maintenance functions including, but not limited to items such as clearing ticket jams, reloading tickets, automated print head and magnetic head cleaning, realigning or replacing gate arms, etc. And reasonable efforts to resolve basic operational issues are expected before placing a service call.

All requested service must be submitted to the central HUB Service system via email at [service.usa@hubparking.com](mailto:service.usa@hubparking.com) or by phone to the 24/7 call center at 844 HUB-PARK (482-7275).

Exhibit A-2  
**Covered Equipment**  
**See Attachment 1**





**HUB Parking Technology USA Inc.**

file: City of Hollywood Maintenance Agreement 12-19-2016 Van Buren - Radius  
 12/19/2016 Revised 4-4-2017

**City of Hollywood**

Van Buren Garage  
 Radius Garage

Attn: Mr. Hal King, CAPP

Parking Administrator  
 City of Hollywood  
 Office of Parking  
 2600 Hollywood Blvd.  
 Hollywood, FL 33022-9045

**Maintenance Agreement Equipment List:**

Item:	Quantity
Van Buren Parking Garage	1
Data Park Management System -- Software & Server	2
Data Park DP-5900 Entry Stations with Commend Intercom Substation, Credit Card Acceptance, Magnetic Stripe Ticket Technology,	5
HID Proximity Card Readers for Main Entry, Main Exits, Nest Entry & Nest Exit Lanes	2
Data Park DP-5800 Exit Stations with Commend Intercom Substation, Credit Card Acceptance, Magnetic Stripe Ticket Technology	1
Data Park DP-6000 Cashier Fee Computer with cashier drawer, fee display, ticket reader/writer, receipt printer	5
Magnetic Automation MIB-30 Barrier Gates with straight arms for Main Lanes and folding arms for Nest Lanes. Main Lanes have Red LED lighting on the gate arm.	1
Commend Intercom Master Station serving 5 substations	0
CCTV equipment is not covered by this agreement	

<b>Radius Parking Garage--Main Entry &amp; Exit Lanes</b>	
Data Park Management System -- Software & Server	1
Data Park DP-5900 Entry Stations with Commend Intercom Substation, Credit Card Acceptance, Magnetic Stripe Ticket Technology,	2
HID Proximity Card Readers for Main Entry, Main Exits & Nest Entry and Exit Lanes ("Man Fence Door)	6
Data Park DP-5800 Exit Station with Commend Intercom Substation, Credit Card Acceptance, Magnetic Stripe Ticket Technology	1
Data Park DP-6000 Cashier Fee Computer with cashier drawer, fee display, ticket reader/writer, receipt printer	1
Magnetic Automation MIB-30 Barrier Gates with straight arms for Main Lanes and folding arms for Nest Lanes. Main Lanes have Red LED lighting on the gate arm.	3
Commend Intercom Master Station serving 4 substations	1

**Please Note the following with regard to the Nest in the Radius Garage:**

- a. HUB can cover portions of this equipment.
- b. HUB will subcontract the Elite Chamberlain swing and slide gate operators -- if the City desires this in order to obtain a single source solution.
- c. HUB would need to replace the Liftmaster Gates with Magnetic Parking Pro Barrier Gates.
- d. HUB will exclude the fence work.
- e. HID Proximity Card Readers are covered.
- f. No CCTV equipment is included.

<b>Total HUB Parkin Technology USA Inc. Maintenance Agreement with:</b>	
a. Full Parts Coverage	2
b. Full On-Call Labor Coverage On-Site--per the attached HUB Parking Technology USA Inc. standard agreement form	
c. Full Remote Help-Desk & Software Support per the HUB standard agreement form.	

- d. Four (4) Preventative Maintenance Calls per year.
- e. Note the exclusions for the Radius Garage Nest Lanes.

F. HUB will perform a service call at each facility and remediate any currently existing technical issues. This will be a billable service call at the rate of \$125.00 per hour. It is expected that each facility will take 8 hours for an estimated total of \$2,000.00

G. The cost to replace the Liftmaster Gates with new Magnetic Parking Pro Barrier Gates for the Radius Nest including installation is \$8,200.00

Quotation for Each Parking Garage:	Base Agreement				Option Agreement		
	Year 1	Year 2	Year 3	Total Base Agreement	Year 4	Year 5	Total Option
<i>Van Buren Parking Garage</i>	\$ 15,000.00	\$ 15,450.00	\$ 15,913.50	\$ 46,363.50	\$ 16,390.91	\$ 16,882.63	\$ 33,273.54
<i>Radius Parking Garage</i>	\$ 16,800.00	\$ 17,304.00	\$ 17,823.12	\$ 51,927.12	\$ 16,390.91	\$ 16,390.91	\$ 32,781.81
<b>Total Per Garage Per Year</b>	<b>\$ 31,800.00</b>	<b>\$ 32,754.00</b>	<b>\$ 33,736.62</b>	<b>\$ 98,290.62</b>	<b>\$ 32,781.81</b>	<b>\$ 33,273.54</b>	<b>\$ 66,055.35</b>
<b>Total Maintenance Agreement &amp; Option</b>					<b>\$ 66,055.35</b>		

**PA-DSS COMPLIANCE ADDENDUM**

**HUB'S Responsibilities** - HUB represents and warrants that PARC's Revenue Control Software version(s) listed on the PCI Security Standards web site ([www.pcisecuritystandards.org](http://www.pcisecuritystandards.org)) is in compliance with all applicable PA-DSS requirements as they existed on the date of certification posted on the web site. This is in the form of an Attestation of Validation (AOV) and HUB is responsible for maintaining this validation. Certification will expire on the expiry date listed on the web site.

Additionally, HUB is a Level 2 service provider and uses an isolated network to provide software support to our customers. HUB is PCI-DSS compliant, and has an Attestation of Compliance (AOC) as proof of this compliance

**Customer's Responsibilities.** Customer is responsible for developing and maintaining business practices to ensure that HUB Parking Products are used in accordance with the requirements specified by its business' Qualified Security Assessor. Customer is responsible for achieving and maintaining PCI-DSS compliance relevant to its business. The scope of achieving system wide PCI-DSS validation extends beyond the AOV and AOC HUB provides. As HUB is not the Merchant of Record for a parking system, HUB will not own the process of obtaining a Report on Compliance (ROC) for a parking system. Further, HUB does not assume ownership of the network and does not provide penetration or scanning services.

If the Customer is currently on a version of PARCs software which is not listed on the PCI Security Standards website as PA-DSS certified or a version which is scheduled for expiration, it is the sole responsibility of the Customer to make arrangements with HUB to implement a PA-DSS compliant version of the PARCs software. Any costs associated with upgrades to a PA-DSS compliant version of PARCS are not included with this Contract. **HUB DOES NOT WARRANT, AND SHALL HAVE NO RESPONSIBILITY FOR CUSTOMER'S MISUSE OF HUB SOFTWARE OR HARDWARE OR CUSTOMER'S FAILURE TO MAINTAIN PCI-DSS COMPLIANCE.**

Exhibit B  
Fees and Time Schedule

1. Monthly Agreement Payment Schedule (in US Dollars):

See Attachment 1

2. Response times:

Normal Business Hours (Mon – Fri 8:30 am to 5:00 pm)	4 Business Hours Average Response	included
After Hours (Weekdays) (Mon – Fri 5:01 pm – 8:29 am)	2 Hour Call Back Response 8 Hours On-Site, if required	Additional fee
Weekends and Holidays (24 hours per day)	2 Hour Call Back Response 8 Hours On-Site, if required	Additional fee

3. Hours of Operation and Service Rates for Non-Covered Work:

Normal Business Hours (Mon – Fri 8:30 am to 5:00 pm)	\$120.00 per hour / 1 hour minimum
After Hours (Weekdays) (Mon – Fri 5:01 pm – 8:29 am)	\$180.00 per hour / 1 hour minimum
Weekends and Holidays (24 hours per day)	\$240.00 per hour / 1 hour minimum

Exhibit C

Terms and Conditions Applicable to Equipment Only

*1. Equipment Maintenance*

While this Agreement is in effect, HUB will provide maintenance to keep the Covered Equipment in, or restore the Covered Equipment to, good working order. Maintenance will include lubrication, adjustments and repair or replacement of parts deemed necessary by HUB. Maintenance parts, which will be new or reconditioned to perform as new, will be furnished on an exchanged basis, and the exchanged parts will become the property of HUB. Maintenance provided under this Agreement does not assure uninterrupted operation of the Equipment. If Client requests that HUB perform maintenance outside the Normal Service Coverage Period per Exhibit B of this contract, any such emergency service will be provided, when available, at the HUB time and materials rates and terms then in effect.

Services include:

- (1) Telephone access during the Normal Service Coverage Period to a HUB Client Support Center for problem reporting;
- (2) Scheduled preventative maintenance during the Normal Service Coverage Period based on the needs of the Equipment, as determined by HUB;
- (3) Remedial maintenance performed on site during the Normal Service Coverage Period following telephone notification by Client to a HUB Client Support Center that the Equipment is inoperative;
- (4) Alterations required by Engineering Change Notices which would be due to a manufacturing defect, and which HUB determines are applicable to the Equipment, if installed during the Normal Service Coverage Period; and

- (5) Like for like parts replacement providing HUB deems parts Un-repairable and all supplies used in the equipment were purchased from HUB. Parts are defined as sub units that when assembled make up a whole unit.

While parts replacements are included, whole unit replacements are not. Whole units would include but are not be limited to entire gates, entire entry stations, entire exit stations, entire Cashier Terminals, entire Pay stations, servers, workstations, readers, etc. Such whole units eventually reach end of life either because of length of use or are discontinued and subsequently not supported by the manufacturer. When end of life is reached and manufacturer or HUB deems unit un-repairable, Client is responsible for replacement.

#### Terms and Conditions Applicable to Standard Software Only

##### 1. Standard Software Maintenance

During the Normal Service Coverage Period, HUB shall provide:

- (a) Remote diagnostic technical assistance through the Help Desk facility for problem determination and solution coordination.
- (b) Resolution of Standard Software functional problems and user problems;
- (c) Configuration corrections and minor modifications not to include major reconfiguration of system
- (d) Standard Software revisions, updates, and service Packs provided remotely through the Help Desk facility for software provided by HUB not including commercially available operating systems, databases, and utilities;
- (e) A 20% discount for Standard Software version upgrades, enhancements, and labor charges required to install such version upgrades and enhancements.

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- (f) Additional retraining at a 25% discount on HUB's established rates. Such retraining can be held at the nearest HUB Client Support Center when available or provided remotely when available; and
- (g) A 5% discount on new software purchases.

2. Standard Software Exclusions

Any Standard Software maintenance beyond that described in Section 1 (a) through (g) above shall be charged to the Client at the then applicable HUB Time and Materials rate.

In addition to the exclusions specified in this Agreement, Standard Software maintenance excludes:

- (a) Services required for application programs and conversions from products or software not supplied by HUB