

PRODUCT PURCHASE AND INSTALLATION CONTRACT

THIS CONTRACT is made and entered into by and between the CITY OF FRESNO, a California municipal corporation, hereinafter called the "City," and SKIDATA, Inc., a Delaware Corporation, hereinafter called the "Contractor," as follows:

1. CONTRACT DOCUMENTS. The body of this Contract, the City's Standard Specifications ("Specifications") effective as of the date of execution, all Exhibits, and any drawings, plans, and documents specifically referred to all of the above, are hereby incorporated into and made a part of this Contract, and shall be known as the Contract Documents.

2. PRICE. For the monetary consideration of THREE HUNDRED FIFTY THOUSAND THREE HUNDRED FORTY DOLLARS AND ZERO CENTS (\$350,340.00), Contractor promises and agrees to furnish or cause to be furnished, in a new and working condition, and to the satisfaction of City, and in strict accordance with the Specifications, all of the items as set forth in **Exhibit A**, Quote and Payment Schedule.

3. PAYMENT. City agrees to pay the consideration stated, at the times, in the amounts, and under the conditions specified in the Contract Documents.

4. MAINTENANCE OF EQUIPMENT. CONTRACTOR agrees to provide one (1) year of Warranty one year after acceptance of the final installation of the project, as a part of this Purchase and Installation Contract.

5. TERMINATION, REMEDIES AND FORCE MAJEURE.

(a) This Contract shall terminate without any liability of CITY to CONTRACTOR upon the earlier of: (i) CONTRACTOR'S filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against CONTRACTOR; (ii) 7 calendar days prior written notice with or without cause by CITY to CONTRACTOR; (iii) CITY'S non-appropriation of funds sufficient to meet its obligations hereunder during any CITY fiscal year of this Contract, or insufficient funding for the Project; or (iv) expiration of this Contract.

(b) Immediately upon any termination or expiration of this Contract, CONTRACTOR shall (i) immediately stop all work hereunder; (ii) immediately cause any and all of its subcontractors to cease work; and (iii) return to CITY any and all unearned payments and all properties and materials in the possession of CONTRACTOR that are owned by CITY. Subject to the terms of this Contract, CONTRACTOR shall be paid compensation for services satisfactorily performed prior to the effective date of termination. CONTRACTOR shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

(c) In the event of termination due to failure of CONTRACTOR to satisfactorily perform in accordance with the terms of this Contract, CITY may withhold an amount that would otherwise be payable as an offset to, but not in excess of, CITY'S damages caused by such failure. In no event shall any payment by CITY pursuant to this Contract constitute a waiver by CITY of any breach of this Contract which may then exist on the part of CONTRACTOR, nor shall such payment impair or prejudice any remedy available to CITY with respect to the breach.

(d) Upon any breach of this Contract by CONTRACTOR, CITY may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Contract; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Contract. If it is determined that CITY improperly terminated this Contract for default, such termination shall be deemed a termination for convenience.

(e) CONTRACTOR shall provide CITY with adequate written assurances of future performance, upon Administrator's request, in the event CONTRACTOR fails to comply with any terms or conditions of this Contract.

(f) CONTRACTOR shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of CONTRACTOR and without its fault or negligence such as, acts of God or the public enemy, acts of CITY in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. CONTRACTOR shall notify Administrator in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

6. CONFIDENTIAL INFORMATION AND OWNERSHIP OF DOCUMENTS.

(a) Any reports, information, or other data prepared or assembled by CONTRACTOR pursuant to this Contract shall not be made available to any individual or organization by CONTRACTOR without the prior written approval of the Administrator. During the term of this Contract, and thereafter, CONTRACTOR shall not, without the prior written consent of CITY, disclose to anyone any Confidential Information. The term Confidential Information for the purposes of this Contract shall include all proprietary and confidential information of CITY, including but not limited to business plans, marketing plans, financial information, materials, compilations, documents, instruments, models, source or object codes and other information disclosed or submitted, orally, in writing, or by any other medium or media. All Confidential Information shall be and remain confidential and proprietary in CITY.

(b) Any and all writings and documents prepared or provided by CONTRACTOR pursuant to this Contract are the property of CITY at the time of preparation and shall be turned over to CITY upon expiration or termination of the Contract. CONTRACTOR shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein.

(c) If CONTRACTOR should subcontract all or any portion of the services to be performed under this Contract, CONTRACTOR shall cause each subcontractor to also comply with the requirements of this Section 5.

(d) This Section 5 shall survive expiration or termination of this Contract.

7. INDEMNIFICATION: To the furthest extent allowed by law, including California Civil Code section 2782 (if applicable), Contractor shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers from any and all loss,

liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including, but not limited to personal injury, death at any time and property damage) incurred by City, Contractor or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of Contractor's negligence or omission in the performance of this Contract. Contractor's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, agents or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active negligence, or by the willful misconduct, of City or any of its officers, officials, employees, agents or volunteers.

If Contractor should subcontract all or any portion of the work to be performed under this Contract, Contractor shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Contract.

8. INSURANCE.

(a) Throughout the life of this Contract, CONTRACTOR shall pay for and maintain in full force and effect all insurance as required in **Exhibit B**, which is incorporated into and part of this Contract, with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by CITY'S Risk Manager or his/her designee at any time and in his/her sole discretion. The required policies of insurance as stated in Exhibit B shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

(b) If at any time during the life of the Contract or any extension, CONTRACTOR or any of its subcontractors/sub-Contractors fail to maintain any required insurance in full force and effect, all services and work under this Contract shall be discontinued immediately, and all payments due or that become due to CONTRACTOR shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Contract. No action taken by CITY pursuant to this section shall in any way relieve CONTRACTOR of its responsibilities under this Contract. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by CONTRACTOR shall not be deemed to release or diminish the liability of CONTRACTOR, including, without limitation, liability under the indemnity provisions of this Contract. The duty to indemnify CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR. Approval or purchase of any insurance contracts or policies shall in no way

relieve from liability nor limit the liability of CONTRACTOR, its principals, officers, agents, employees, persons under the supervision of CONTRACTOR, vendors, suppliers, invitees, Contractors, sub-Contractors, subcontractors, or anyone employed directly or indirectly by any of them.

(d) If CONTRACTOR should subcontract all or any portion of the services to be performed under this Contract, CONTRACTOR shall require each subcontractor/sub-Contractor to provide insurance protection, as an additional insured, to the CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with CONTRACTOR and CITY prior to the commencement of any services by the subcontractor. CONTRACTOR and any subcontractor/sub-Contractor shall establish additional insured status for CITY, its officers, officials, employees, agents and volunteers by using Insurance Service Office (ISO) Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.

9. NONDISCRIMINATION. To the extent required by controlling federal, state and local law, CONTRACTOR shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Contract, CONTRACTOR agrees as follows:

(a) CONTRACTOR will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Contract.

(b) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. CONTRACTOR shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to CONTRACTOR'S employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

(c) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national

origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

(d) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining Contract or other contract or understanding, a notice advising such labor union or workers' representatives of CONTRACTOR'S commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) If CONTRACTOR should subcontract all or any portion of the services to be performed under this Contract, CONTRACTOR shall cause each subcontractor to also comply with the requirements of this Section 8.

10. INDEPENDENT CONTRACTOR.

(a) In the furnishing of the services provided for herein, CONTRACTOR is acting solely as an independent contractor. Neither CONTRACTOR, nor any of its officers, agents or employees shall be deemed an officer, agent, employee, joint venturer, partner or associate of CITY for any purpose. CITY shall have no right to control or supervise or direct the manner or method by which CONTRACTOR shall perform its work and functions. However, CITY shall retain the right to administer this Contract so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof.

(b) This Contract does not evidence a partnership or joint venture between CONTRACTOR and CITY. CONTRACTOR shall have no authority to bind CITY absent CITY'S express written consent. Except to the extent otherwise provided in this Contract, CONTRACTOR shall bear its own costs and expenses in pursuit thereof.

(c) Because of its status as an independent contractor, CONTRACTOR and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to CITY employees. CONTRACTOR shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Contract, CONTRACTOR shall be solely responsible, indemnify, defend and save CITY harmless from all matters relating to employment and tax withholding for and payment of CONTRACTOR'S employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers' compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in CITY employment benefits, entitlements, programs and/or funds offered employees of CITY whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Contract, CONTRACTOR may be providing services to others unrelated to CITY or to this Contract.

11. NOTICES. Any notice required or intended to be given to either party under the terms of this Contract shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Contract or at such other address as the parties may from time to time

designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

12. BINDING. Subject to Section 12, below, once this Contract is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

13. Assignment.

(a) This Contract is personal to CONTRACTOR and there shall be no assignment by CONTRACTOR of its rights or obligations under this Contract without the prior written approval of the City Manager or his/her designee. Any attempted assignment by CONTRACTOR, its successors or assigns, shall be null and void unless approved in writing by the City Manager or his/her designee.

(b) CONTRACTOR hereby agrees not to assign the payment of any monies due CONTRACTOR from CITY under the terms of this Contract to any other individual(s), corporation(s) or entity(ies). CITY retains the right to pay any and all monies due CONTRACTOR directly to CONTRACTOR.

14. Compliance With Law. In providing the services required under this Contract, CONTRACTOR shall at all times comply with all applicable laws of the United States, the State of California and CITY, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Contract.

15. Waiver. The waiver by either party of a breach by the other of any provision of this Contract shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Contract. No provisions of this Contract may be waived unless in writing and signed by all parties to this Contract. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

16. Governing Law and Venue. This Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Contract and any rights and duties hereunder shall be Fresno County, California.

17. Headings. The section headings in this Contract are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Contract.

18. Severability. The provisions of this Contract are severable. The invalidity, or unenforceability of any one provision in this Contract shall not affect the other provisions.

19. Interpretation. The parties acknowledge that this Contract in its final form is the result of the combined efforts of the parties and that, should any provision of this Contract be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Contract in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

20. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Contract, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

21. Exhibits. Each exhibit and attachment referenced in this Contract is, by the reference, incorporated into and made a part of this Contract.

22. Precedence of Documents. In the event of any conflict between the body of this Contract and any Exhibit or Attachment hereto, the terms and conditions of the body of this Contract shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Contract, shall be null and void.

23. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

24. No Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Contract are intended for the specific parties hereto as identified in the preamble of this Contract. Notwithstanding anything stated to the contrary in this Contract, it is not intended that any rights or interests in this Contract benefit or flow to the interest of any third parties.

25. LIMITATION OF LIABILITY: IN NO EVENT, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL EITHER PARTY BE LIABLE FOR INCIDENTAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY NATURE. NEITHER PARTY'S AGGREGATE LIABILITY FOR ANY DAMAGES RESULTING FROM ITS PERFORMANCE OR FAILURE TO PERFORM HEREUNDER SHALL EXCEED TWICE (2x) THE CONTRACT PRICE. EXCEPT, the limitation of liability contained herein shall not apply to Contractor's indemnity obligations under Section 6 of the Contract.

26. Extent of Contract. Each party acknowledges that they have read and fully understand the contents of this Contract. This Contract represents the entire and integrated Contract between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or Contracts, either written or oral. This Contract may be modified only by written instrument duly authorized and executed by both CITY and CONTRACTOR.

[Signatures on following page]

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IN WITNESS WHEREOF, the parties have executed this Contract on the day and year here below written, of which the date of execution by City shall be subsequent to that of Contractor's, and this Contract shall be binding and effective upon execution by both parties.

SKIDATA, INC.,
a Delaware Corporation

CITY OF FRESNO,
a California municipal corporation

By:  52A7F497F623477

By: _____

Name: Robert Weiskopf
(Type or print written signature.)

Henry Thompson, A.A.E., I.A.P.,
Director of Aviation
Airports Department

Title: SVP SKIDATA Inc/CSO

Dated: _____

Dated: 11/6/2022

By:  DocuSigned by:
768608E9985A4FA

ATTEST:
TODD STERMER, CMC
City Clerk


Name: Laurent Kaeslin
(Type or print written signature.)

By: _____
Deputy

Title: Director

APPROVED AS TO FORM:
RINA M. GONZALES
Interim City Attorney

Dated: 11/6/2022

By:  1CFCS444CAA64DB 11/7/2022
Date
Brandon M. Collet
Supervising Deputy City Attorney

Address:

SkiData, Inc.
Attn.: Stephen Belton
6611 Odessa Ave.,
Van Nuys, CA 91406
818- 252-5700

City address:

City of Fresno – Airports Departments
Attention: Airports Properties,
4995 East Clinton Way
Fresno, CA 93727
559-621-4500

Exhibits:

- Exhibit A: Quote – Sentry Control Systems, LLC.
- Exhibit B: Insurance Requirements
- Exhibit C: Federal Provisions
- Exhibit D: Conflict of Interest Form

**EXHIBIT A
QUOTE AND PAYMENT SCHEDULE
FOR AIRPORT PARKING AND REVENUE CONTROL SYSTEM
EQUIPMENT PURCHASE AND INSTALLATION**

[Quote following]



SKIDATA PROPOSAL

ISSUE DATE: 08/16/2022
VALID UNTIL: 09/15/2022

PROJECT INFORMATION			
PROJECT NAME:	FRESNO YOSEMITE INTER. AIRPORT ADD LPR - 18 LANES 2022	SKIDATA CONTACT:	STEPHEN BELTON
ACCOUNT NAME:	FRESNO YOSEMITE INTER. AIRPORT	PHONE NUMBER:	415-745-0311
PROPOSAL #:	275447	E-MAIL ADDRESS:	STEPHEN.BELTON@SKIDATA.COM



PROJECT LOCATION	BILL TO INFORMATION
FRESNO YOSEMITE INTER. AIRPORT 5155 E CLINTON WAY FRESNO, CA 93727 PHONE: (559) 252-0052	FRESNO YOSEMITE INTER. AIRPORT 5175 E CLINTON WAY FRESNO, CA 93727 PHONE: (559) 252-0052

SOLUTION SUMMARY
FRESNO YOSEMITE INTER. AIRPORT ADD LPR SYSTEM (18 LANES)

INVESTMENT SUMMARY			
EQUIPMENT:	\$ 123,147	EQUIPMENT WARRANTY TERM:	12 MONTHS
SOFTWARE:	\$ 48,803	PROJECT DATES	
LABOR:	\$ 26,858	YOUR DESIRED GO-LIVE	*03/15/2023
FREIGHT:	\$ 7,035	EST. AGREEMENT DATE TO MEET GO-LIVE	*11/23/2022
FREIGHT SURCHARGE:	\$ 1,759		
ESTIMATED SALES TAX:	\$ 9,821		
ESTIMATED LABOR TAX:	\$ 0		
ESTIMATED FREIGHT TAX:	\$ 701		
ANNUAL LICENSING FEES INCLUDED:	\$ 345		
SUB-CONTRACTED TOTAL:	\$ 110,400		
WAGE OR INSURANCE PREMIUMS:	\$ 7,372		
PROJECT SERVICES:	\$ 14,100		
TOTAL SYSTEM INVESTMENT:	\$ 350,340		

PAYMENT SCHEDULES OF VALUES			
#	PAYMENT DESCRIPTION	%	\$ AMOUNT
1	DEPOSIT CHECK - RETURN WITH SIGNED AGREEMENT TO ACTIVATE THE PROJECT	50%	\$ 175,170
2	ARRIVAL - EQUIPMENT AND SOFTWARE INVOICED ONCE RECEIVED AT SKIDATA	30%	\$ 105,102
3	SUBSTANTIAL COMPLETION - UPON GO-LIVE, AN INVOICE WILL BE ISSUED	15%	\$ 52,551
4	FINAL RETENTION - AT PROJECT CLOSE-OUT, A FINAL INVOICE WILL BE ISSUED	5%	\$ 17,517



PROPOSAL STATEMENT OF WORK

FRESNO YOSEMITE INTERNATIONAL AIRPORT

SITE NUMBER: 1750793

VERSION: 14

(5) CARPARKS

(18) LANES

INSTALL LICENSE PLATE RECOGNITION SYSTEM

- **HARDWARE:**

- (18) 8-PORT LANE SWITCH (TO REPLACE 5-PORT SWITCHES)
- (18) LANE DETECTION LOOPS
- (1) MEDIUM LPR SERVER
- (18) HTS LANE CAMERA SYSTEMS
- (3) HTS LPR VIRTUAL MACHINE LANE CONTROLLER

- **SOFTWARE:(18) PLATE TECH LANE OPERATING LICENSE**

- (2) PLATE TECH AGENT LICENSES
- (1) PARKING.LOGIC LPR POWER
- (1) VIRTUAL MACHINE SEECONTROL APPLICATION FOR LPR SYSTEM
- (18) REMOTE TECHNICAL SUPPORT FOR HTS LPR SET-UP (INCLUDED IN CAMERA SYSTEM BUNDLE)
- (1) PROTECT.CARE SERVER ANTIVIRUS FOR MEDIUM LPR SERVER
- SFTW MODULES:

- TICKETLESS PARKING

NOTES AND EXCLUSION:

NO WEEKEND OR NIGHT WORK

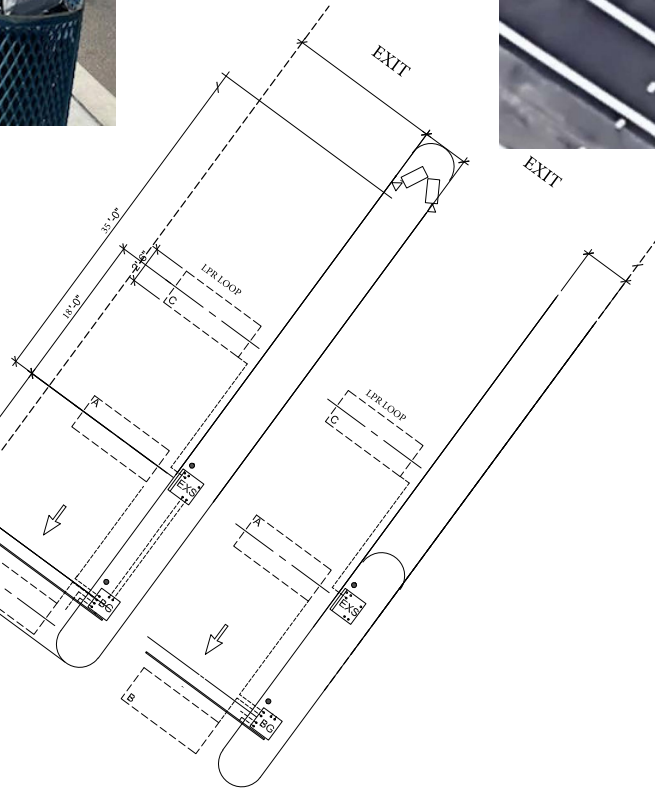
SCOPE OF WORK IS ATTACHED FOR EACH LOCATION

EXCLUDING PERMITS

EXCLUDING OVERTIME HOURS



- 1- Trench on the island for 1" Data conduit.
- 2- LPR Data conduit 12" from curb face.
- 3- 2 LPR Poles for Cameras.
- 4- PWR Supply to be install inside the ticket machine.
- 5- Saw Cut 2 Loops for Trigger.
- 6- Loop Detector to be install inside the Barrier Gate.
- 7- Adam Device to be install inside the Ticket Machine.
- 8- Island Extension for Exit 2, Data Conduit to LPR Camera.



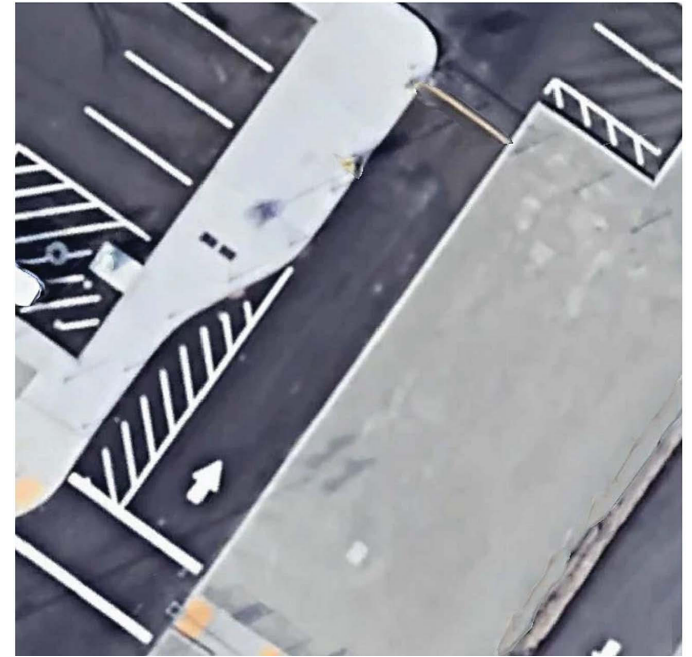
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 Palmdale CA
 93552

5175 E Clinton
 Way, Fresno, CA
 93727

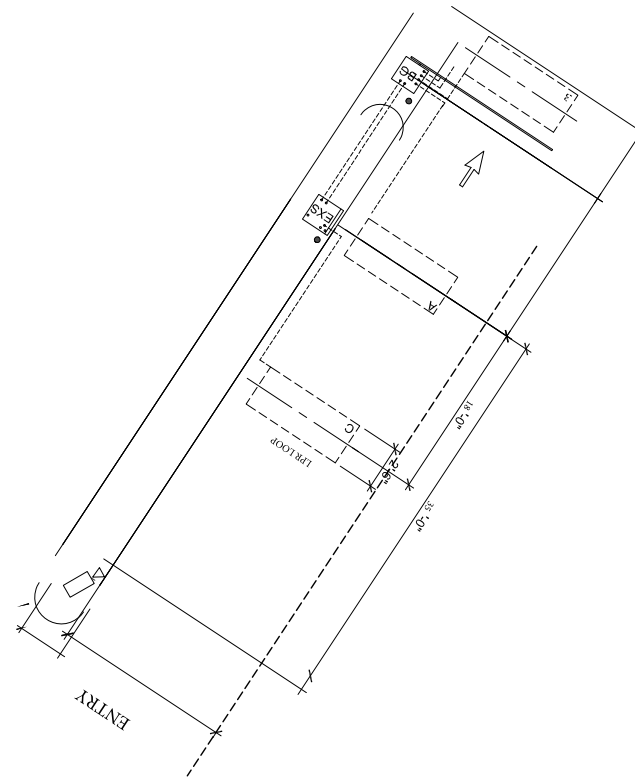
DTA ELECTRIC INC

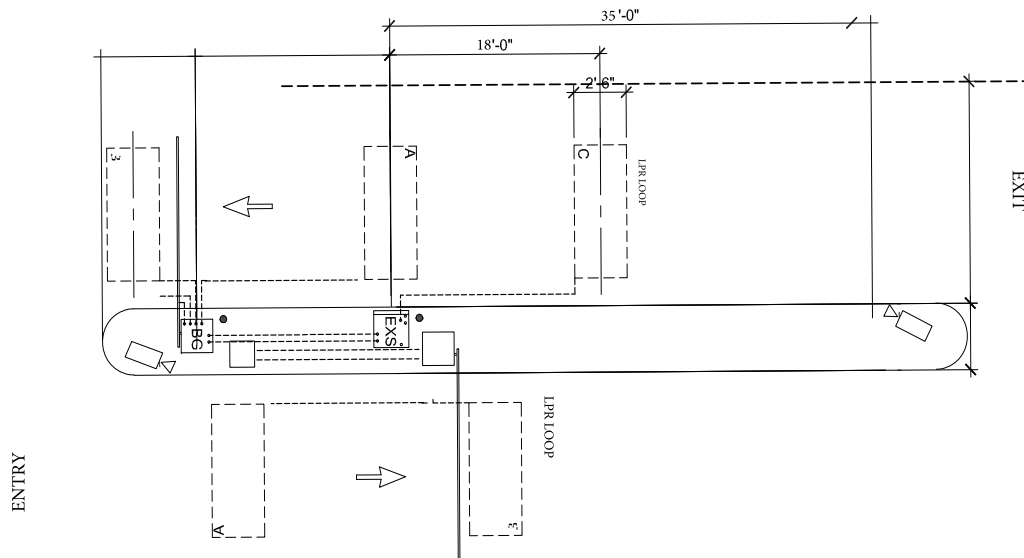
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PROJECT NO: []
 DRAWN BY: []
 CHECKED BY: []
 SHEET TITLE: []



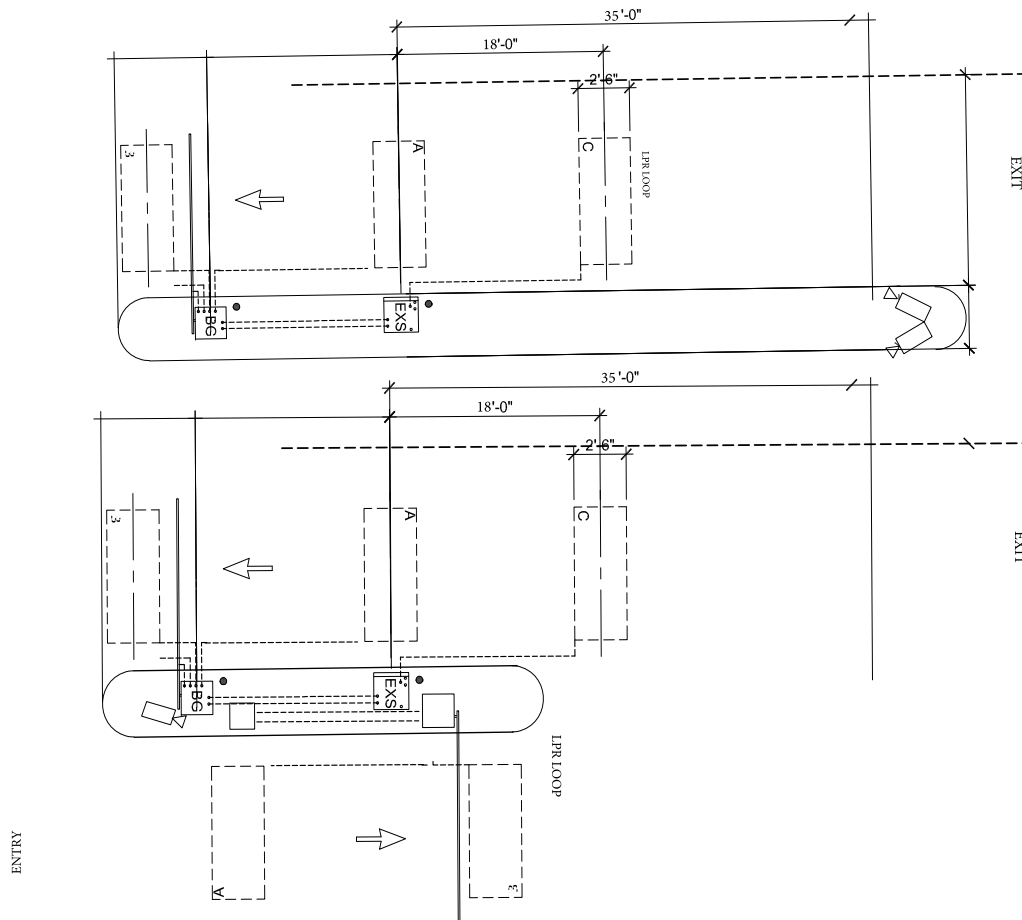
- 2- Trench on the island for 1" Data conduit.
- 3- LPR Data conduit 12" from curb face.
- 4- 1 LPR Poles for Cameras.
- 5- PWR Supply to be install inside the ticket machine.
- 6- Saw Cut 1 Loops for Trigger.
- 7- Loop Detector to be install inside the Barrier Gate.
- 8- Adam Device to be install inside the Ticket Machine.
- 9- Island Extension for Entry, Data Conduit to LPR Camera.



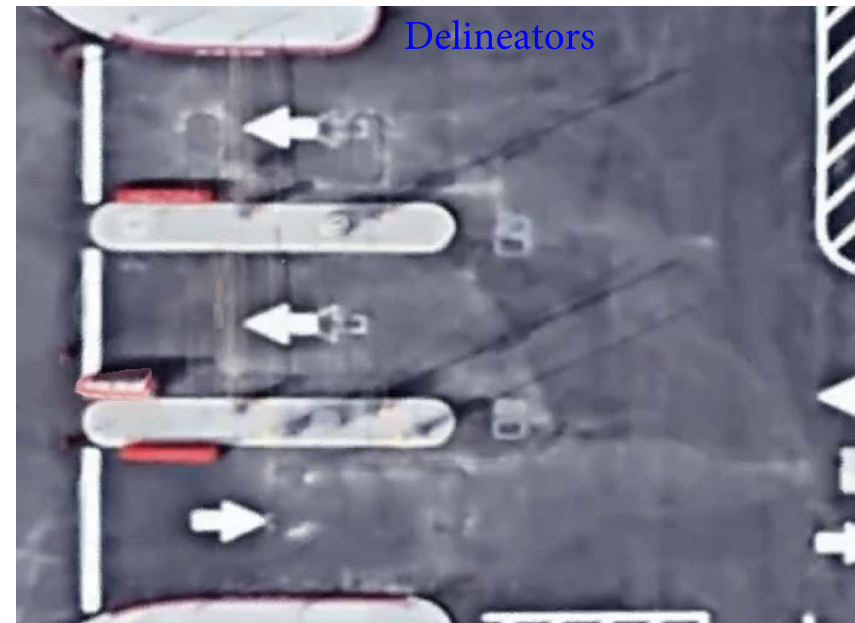


- 1- Trench on the island for 1" Data conduit.
- 2- LPR Data conduit 12" from curb face.
- 3- 2 LPR Poles for Cameras.
- 4- PWR Supply to be install inside the ticket machine.
- 5- Saw Cut 1 Loops for Trigger.
- 6- Loop Detector to be install inside the Barrier Gate.
- 7- Adam Device to be install inside the Ticket Machine.
- 8- Island Extension, Data Conduit to LPR Camera.

- 1- Trench on the island for 1" Data conduit.
- 2- LPR Data conduit 12" from curb face.
- 3- 3 LPR Poles for Cameras.
- 4- PWR Supply to be install inside the ticket machine.
- 5- Saw Cut 2 Loops for Trigger.
- 6- Loop Detector to be install inside the Barrier Gate.
- 7- Adam Device to be install inside the Ticket Machine.
- 8- Island Extension for Exit 2, Data Conduit to LPR Camera.

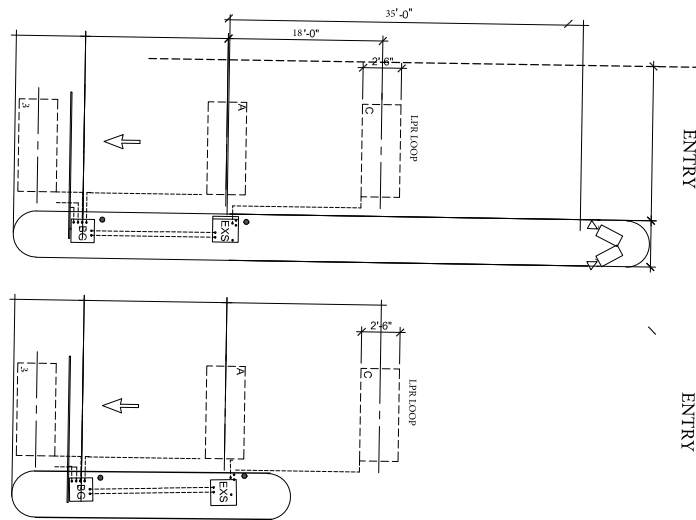


Location 4 1Ent/2Ext



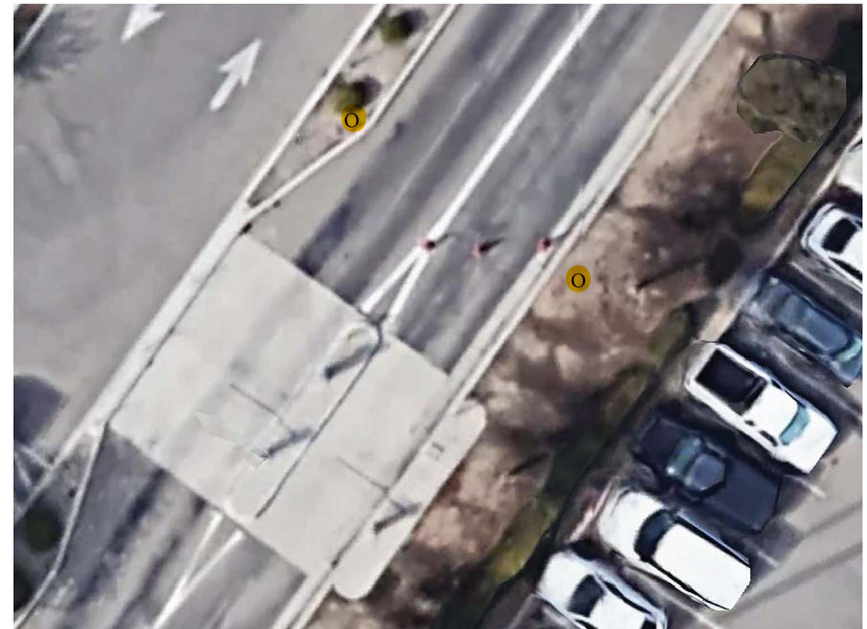
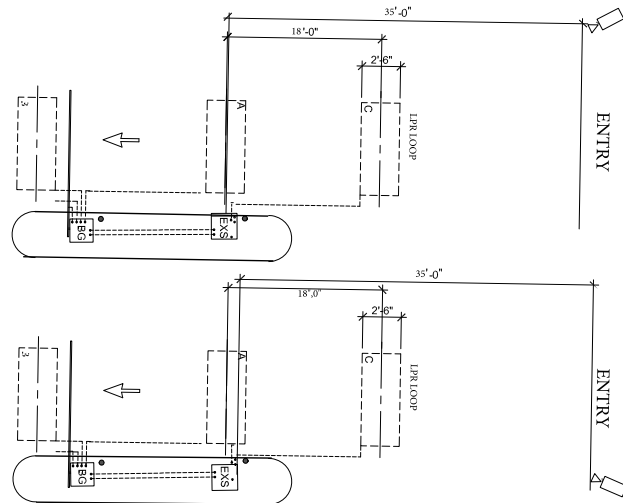
OPTION ONE

- LPR Cameras on center island. Island Extension.
- 1- Trench on the island for 1" Data conduit.
- 2- LPR Data conduit 12" from curb face.
- 3- 2 LPR Poles for Cameras.
- 4- PWR Supply to be install inside the ticket machine.
- 5- Saw Cut 2 Loops for Trigger.
- 6- Loop Detector to be install inside the Barrier Gate.
- 7- Adam Device to be install inside the Ticket Machine.
- 8- Island Extension for Entry 2, Data Conduit to LPR Camera.



OPTION TWO

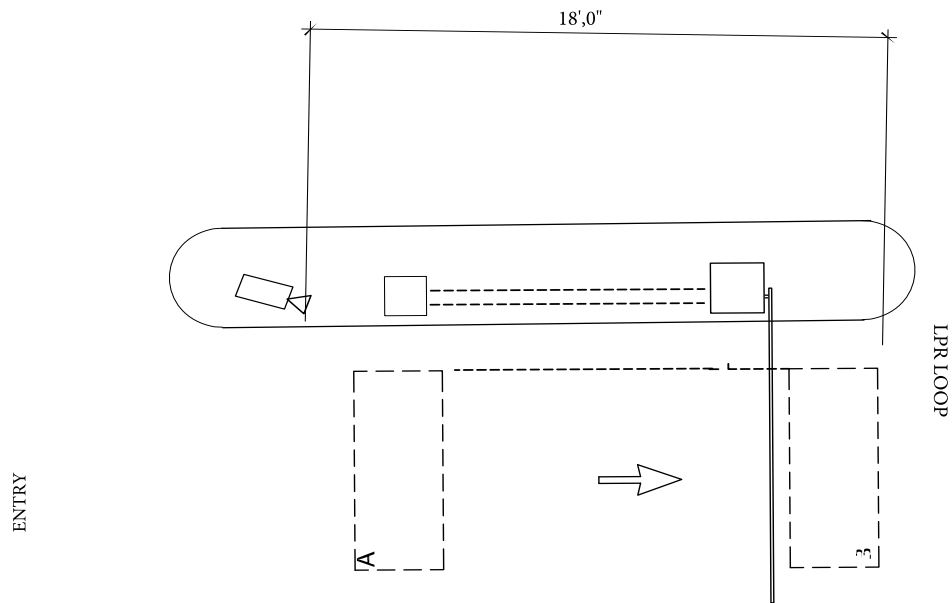
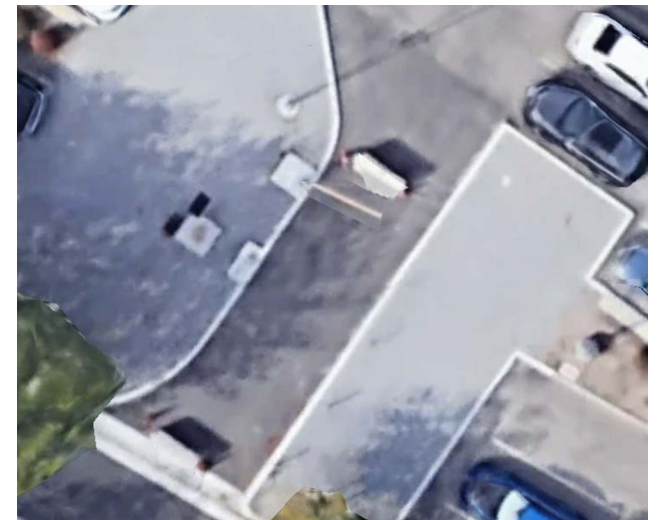
- LPR Cameras on the outside of the lanes.
- 1- Trench across driveway for 1" Data conduit on Exit 2.
- 2- LPR Data conduit 12" from curb face.
- 3- 2 LPR Poles for Cameras.
- 4- PWR Supply to be install inside the ticket machine.
- 5- Saw Cut 2 Loops for Trigger.
- 6- Loop Detector to be install inside the Barrier Gate.
- 7- Adam Device to be install inside the Ticket Machine.



- LPR Cameras Before Ticket Machine.
- 1- Trench for 1" Data conduit.
- 2- LPR Data conduit 12" from curb face.
- 3- 1 LPR Poles for Camera.
- 4- PWR Supply to be install inside the ticket machine.
- 5- Loop Detector to be install inside the Barrier Gate.
- 6- Adam Device to be install inside the Ticket Machine.

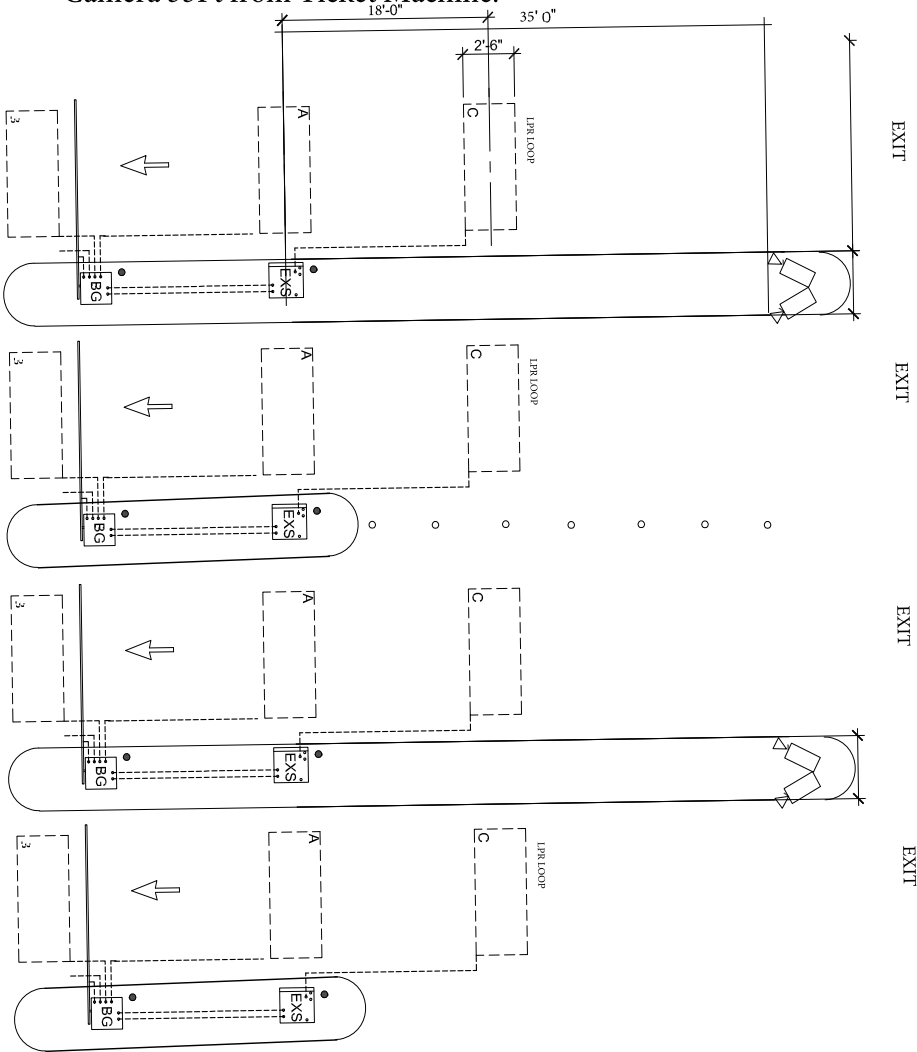


ocation 6 1Ent



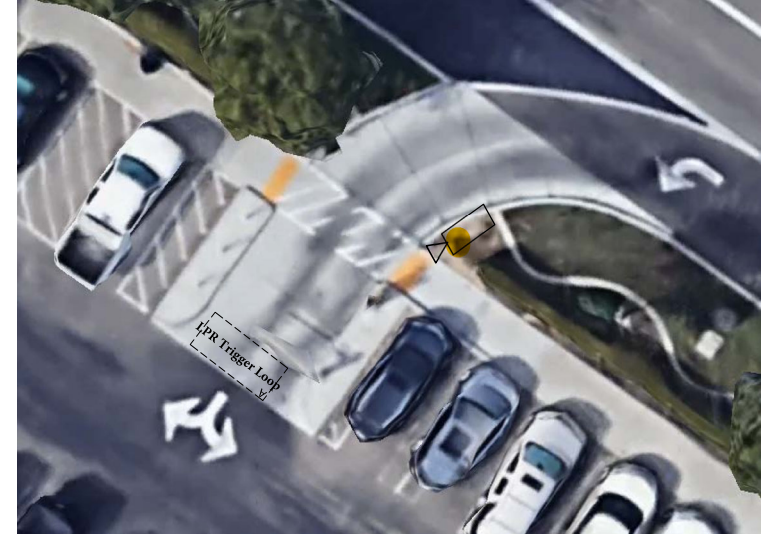
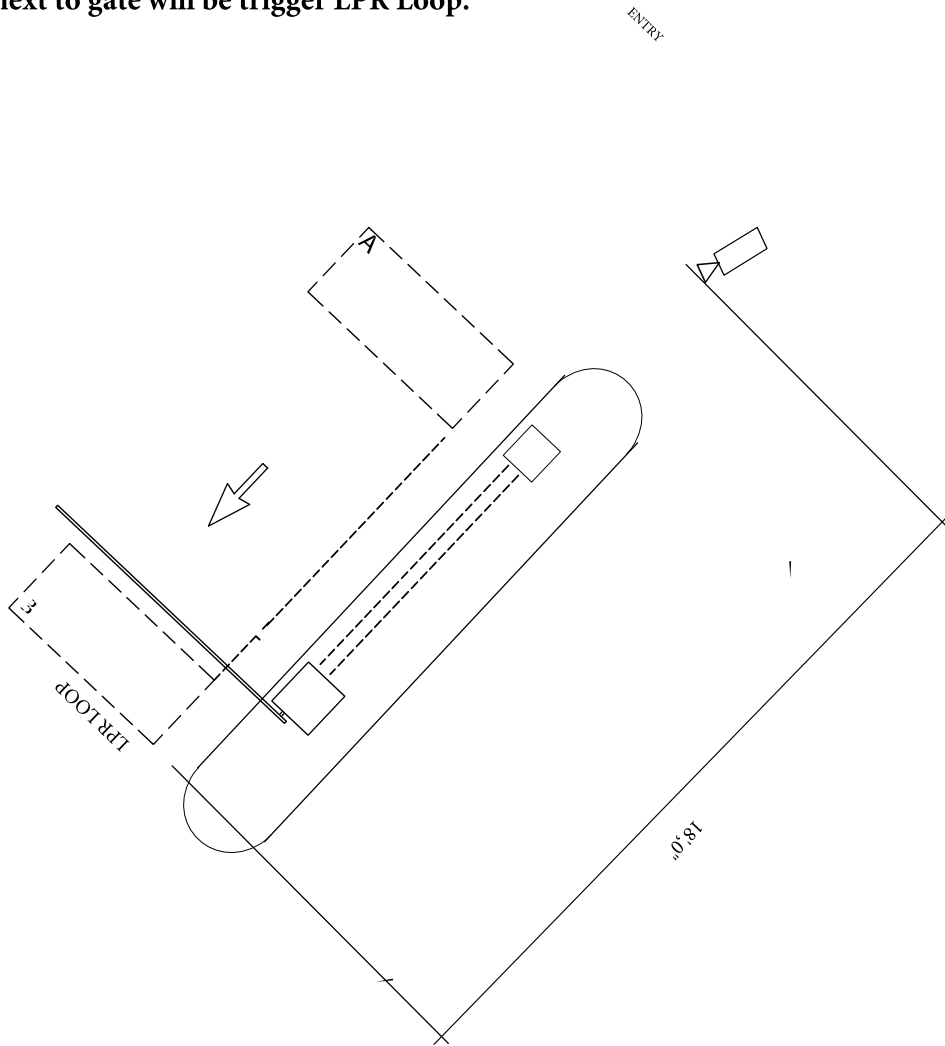
Location 7

- Island Extension for exit 2 and 4.
- Protection Poles for Exit 3, to keep cars straight.
- LPR Poles at Ext 2 and 4.
- Saw Cut 4 LPR Loops.
- Camera 35Ft from Ticket Machine.



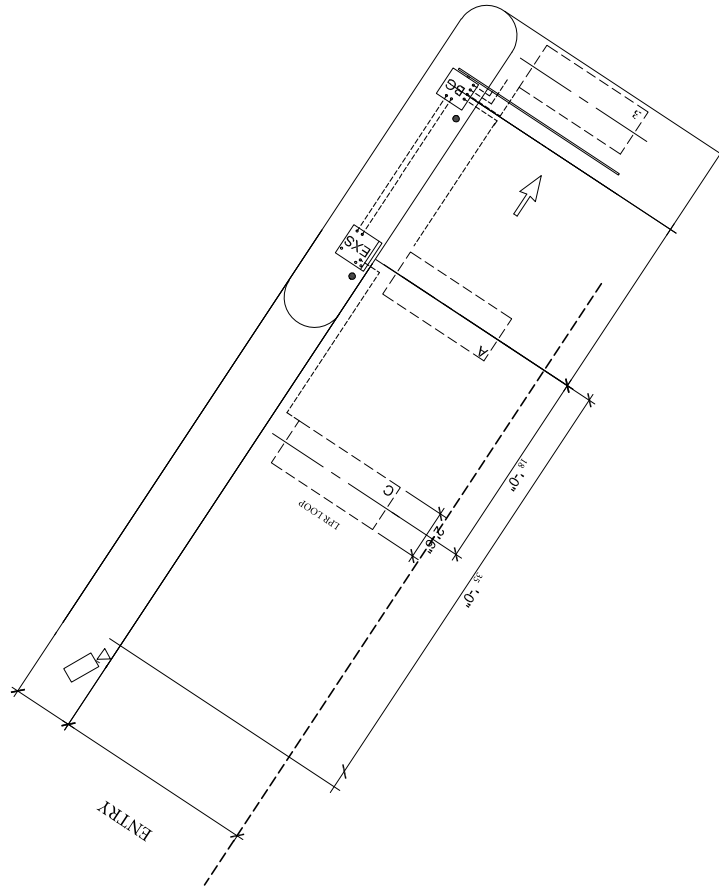
Location 8

- LPR Pole on other side of Pedestrian walkway.
- Data Conduit to Ticket Machine.
- Loop B next to gate will be trigger LPR Loop.



Location 9

- LPR Pole from Ceiling.
- Data Conduit to Network room.
- LPR Loop to Ticket Machine.
- LPR Camera 35ft from Ticket Machine.








SITE LOCATION SUMMARY


#	LOCATIONS	INVESTMENT	ENTRY BARRIER	EXIT BARRIER	POWER \ LITE ENTRY	ACCESS ENTRY	POWER EXIT	ACCESS EXIT	LPR CAMERA	EXIT CASHIER	CASH POF	CREDIT CARD POF	LED SIGNS	SPACE SENSORS	SERVER / WORKSTATION
1	HARDWARE	\$ 181,193	0	0	0	0	0	0	36	0	0	0	0	0	1
2	SOFTWARE	\$ 37,274	0	0	0	0	0	0	0	0	0	0	0	0	0
3	SCOPE OF WORK	\$ 0	0	0	0	0	0	0	0	0	0	0	0	0	0
SITE LOCATION TOTAL		218,467	0	0	0	0	0	0	36	0	0	0	0	0	1
PROJECT SERVICES		\$ 14,100													
WAGE AND INSURANCE PREMIUMS		\$ 7,372													
UNASSIGNED SUBCONTRACTORS		\$ 110,400													






SCOPE OF WORK & RESPONSIBILITIES

#	LABOR & PROFESSIONAL SERVICES	SCOPE RESPONSIBILITY
1	FINAL SYSTEM TESTING AND CHECKOUT.	SKIDATA
2	A SECURE STORAGE SPACE TO BE PROVIDED BY CLIENT FOR MATERIAL AND EQUIPMENT STAGING.	CUSTOMER
3	OBTAINING REQUIRED PERMITS IS THE CUSTOMER'S RESPONSIBILITY. DELAYS IN OBTAINING PERMITS WILL AFFECT THE PROJECT SCHEDULE. SKIDATA CAN OBTAIN PERMITS BUT WILL BE BILLED AT A TIME & MATERIAL BASIS.	CUSTOMER
4	ALL END-USER INSTRUCTIONAL GRAPHICS AND DECALS FOR PARCSS EQUIPMENT ARE EXCLUDED FROM SKIDATA'S SCOPE OF WORK.	EXCLUSIONS
5	NO LIQUIDATED DAMAGES	EXCLUSIONS
6	NO BONDS	EXCLUSIONS
7	WORK PERFORMED OUTSIDE OF STANDARD BUSINESS HOURS IS EXCLUDED. OVERTIME WORK WILL RESULT IN A CHANGE ORDER.	EXCLUSIONS



LOCATION: HARDWARE SYSTEM COMPONENTS				
#	BUNDLE NAME	UNIT PRICE	QTY	EXTENDED PRICE
1	 <p>8 PORT HARDEN SWITCH (4X COPPER/4X SFP) INDUSTRIAL 8-PORT GIGABIT MANAGED ETHERNET SWITCH WITH 4x10/100/1000T AND 4xGIGABIT COMBO PORT</p>	\$1,330.54	18	\$ 23,950
2	 <p>SERVER HARDWARE HP SERVER EQUIPMENT USED TO MANAGE SKIDIATA AND THIRD PARTY SOFTWARE. SOFTWARE WILL BE VIRTUALIZED WHEN ALLOWABLE</p>	\$11,464.57	1	\$ 11,465
3	 <p>PLATETECH - LICENSE PLATE RECOGNITION PLATETECH.LOGIC IS THE COMPREHENSIVE SOFTWARE SUITE FOR LIGHTNING-FAST, RELIABLE LICENSE PLATE DATA MANAGEMENT AT THE CORE OF THE FULLY SKIDATA DESIGNED AND DEVELOPED LICENSE PLATE RECOGNITION SOLUTION.</p>	\$33,924.97	3	\$ 101,775

LOCATION: SOFTWARE SYSTEM COMPONENTS				
#	BUNDLE NAME	UNIT PRICE	QTY	EXTENDED PRICE
4	 <p>PLATETECH - LICENSE PLATE RECOGNITION PLATETECH.LOGIC IS THE COMPREHENSIVE SOFTWARE SUITE FOR LIGHTNING-FAST, RELIABLE LICENSE PLATE DATA MANAGEMENT AT THE CORE OF THE FULLY SKIDATA DESIGNED AND DEVELOPED LICENSE PLATE RECOGNITION SOLUTION.</p>	\$34,759.23	1	\$ 34,759

PROJECT SERVICES			TOTAL PRICE
#	PROJECT SERVICE NAME		
1	 <p>COMMISSIONING</p>		\$ 10,500
2	 <p>ADDITIONAL INSTALLATION</p>		\$ 0
3	 <p>PROJECT MANAGEMENT</p>		\$ 3,000
4	 <p>TRAINING</p>		\$ 600
5	 <p>CUSTOM SOLUTION</p>		\$ 0



SUB-CONTRACTED SERVICES			
SUB-CONTRACTOR	SITE LOCATION	SUB-CONTRACTOR TRADES & DESCRIPTION	SUBTOTAL
DTLA ELECTRIC INC	ALL	<p>SCOPE OF WORK TO INCLUDE THE FOLLOWING:SEE ATTACHMENTCLARIFICATIONS:ALL WORK TO BE PERFORMED DURING NORMAL BUSINESS HOURS.PRICING ASSUMES THAT THE EXISTING CONDUIT PATHWAYS ARE CLEAR OF OBSTRUCTIONS AND SIZED TO ACCOMMODATE NEW CABLING.TRIGGER LOOPS TO BE INSTALLED BY OTHERS.CUTTING, PATCHING AND PAINTING IS EXCLUDED.PERMIT AND PERMIT FEES ARE EXCLUDED.PRICING INCLUDES PER-DIEM FOR OUT OF AREA WORK.</p> <p>TRADES: Electrical;Structured Cabling</p>	\$ 110,400

RECURRING ITEMS INCLUDED IN FIRST YEAR				
#	SERVICE	UNIT PRICE	QTY	ANNUAL TOTAL PRICE
1	PROTECT.CARE ANTI-VIRUS - LPR SERVER SKIDATA ANTI-VIRUS SOLUTION FOR PLATECH LPR SERVER	\$ 344.86	1	\$ 345

Standard Conditions
These Conditions can be found at <https://www.skidata.com/en-us/gtc>



This Proposal is subject to the Terms and Conditions attached to this Proposal and is effective on the last date of signature (“Effective Date”). If this Proposal is not signed within thirty (30) calendar days from the date on the cover page, all pricing, service terms, project dates are subject to change and/or rescoping.

AGREED

SIGNATURE:	DocuSigned by: <i>Henry Thompson</i> B0806E6EB460488...	SIGNATURE:	DocuSigned by: <i>Robert Weiskopf</i> Robert Weiskopf Chief Sales Officer SKIDATA GROUP 52A7F497F623477...
PRINTED NAME:	Henry Thompson	PRINTED NAME:	Robert weiskopf
TITLE:	Director of Aviation	TITLE:	SVP SKIDATA Inc/CSO
ORGANIZATION:	City of Fresno	ORGANIZATION:	SKIDATA, INC
DATE SIGNED:	12/7/2022	DATE SIGNED:	11/6/2022

Standard Conditions
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CUSTOMER ACCOUNT INFORMATION FORM



Name of Parking Facility: _____

Bill To:

Legal Entity Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____ - _____

Bus. Phone: _____ Cell Phone: _____

A/P Contact: _____

A/P Phone: _____ E-mail: _____

Are you a Municipal, State, or Federal Government-Owned Corporation? Yes No

Are you Tax Exempt? Yes No | If Yes, please provide Certificate of Exemption.

Business Entity Type: (Please select all that apply)

Owner Property Manager Car Park Operator

General Contractor Other: _____

Preferred Contact Method: Business Phone Cell Phone Mail E-mail

Preferred Invoice Delivery Method: Mail E-mail

Ship To: (If Same as Billing Address)

Location Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____ - _____

Shipping Contact: _____

Shipping Phone: _____ E-mail: _____

If the Parking Facility's location is different than the Shipping Address, please provide the Facility Location:

Facility Location: (If Same as Shipping Address)

Location Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____ - _____

Please Note: All fields are required. We will not be able to process your contract with Incomplete information.

X _____

Customer Representative Date Title

Please Return Completed Form to:
ar.us@skidata.com

For Questions, Please Contact:
John Allen Stokes II | Contract Administrator
US.AR.Contracts@skidata.com | 818.538.2144

Standard Conditions

These Conditions can be found at <https://www.skidata.com/en-us/gtc>



Terms and Conditions

These terms can be found at <https://www.skidata.com/en-us/gtc>

0. Scope. These Terms and Conditions (“**Terms**”) apply to the hardware and embedded software in the hardware (“**Product**”) listed in the attached Proposal and the installation of the Product (“**Services**”) between SKIDATA, Inc., (or “**Seller**”) and Counterparty (“**Customer**”), each a “**Party**”, collectively the “**Parties**”.

1. Solution Subscription (if applicable). In addition to these Terms, for reoccurring subscriptions to the embedded software, Customer is bound by the Solution Subscription Conditions listed at <https://www.skidata.com/en-us/gtc> the entirety of which is incorporated by reference in full.

2. Prices and Payment. Customer shall pay Seller for the Products and Services by paying all invoiced amounts in U.S. dollars, without set-off for any payment from Seller not due under these Terms, within thirty (30) days from the invoice date. Customer shall pay an administrative late charge (“**Late Charge**”) of twenty-five (\$25.00) USD for each monthly invoice that includes a past due balance. In addition to the Late Charge, for each calendar month, or fraction thereof, that payment is late, Customer shall pay a late payment charge computed at the rate of 1.5% per month on the overdue balance, or the maximum rate permitted by law, whichever is less, for the period commencing on the due date until past due amounts are paid in full. If at any time Seller reasonably determines that Customer’s financial condition or payment history does not justify continuation of Seller’s performance, Seller shall be entitled to require full or partial payment in advance or otherwise restructure payments, request additional forms of security, suspend its performance, or terminate these Terms. All reoccurring fees payable hereunder will be subject to upward adjustment on each anniversary of the Effective Date by an amount proportionate to inflation for the preceding twelve (12) month period. The adjustment shall be based on the percentage change in the index known as the Consumer Price Index (CPI) for All Urban Consumers, U.S. city average, all expenditures except food and energy, as published by the United States Bureau of Labor Statistics.

3. Taxes and Duties. Seller is responsible for all corporate taxes measured by net income due to performance of or payment for work under these Terms (“**Seller Taxes**”). Customer is responsible for all taxes, duties, fees, or other charges of any nature (including, but not limited to, consumption, gross receipts, import, property, sales, stamp, turnover, use, or value-added taxes, and all items of withholding, deficiency, penalty, addition to tax, interest, or assessment related thereto, imposed by any governmental authority on Customer or Seller or its subcontractors) in relation to these Terms or the performance of or payment for work under these Terms other than Seller Taxes (“**Customer Taxes**”). The prices in this Proposal may not include the amount of any Customer Taxes. If Customer deducts or withholds Customer Taxes, Customer shall pay additional amounts so that Seller receives the full price under these Terms without reduction for Customer Taxes. Customer shall provide to Seller, within one month of payment, official receipts from the applicable governmental authority for deducted or withheld taxes.

4. Deliveries; Title Transfer; Risk of Loss; Storage.

4.1 For shipments that do not involve export, including shipments from one European Union (“**EU**”) country to another EU country, Seller shall deliver Products to Customer FCA Seller’s facility or warehouse (Incoterms 2020). Partial deliveries are permitted. Seller may deliver Products in advance of the delivery schedule. Delivery times are approximate and are dependent upon prompt receipt by Seller of all information necessary to proceed with the work without interruption. If Products delivered do not correspond in quantity, type or price to those itemized in the shipping invoice or documentation, Customer will notify Seller within ten calendar days after receipt. For shipments that do not involve export, title to Products will pass to Customer upon delivery in accordance with Section 4.2. For export shipments from a Seller facility or warehouse outside the U.S., title shall pass to Customer upon delivery in accordance with Section 4.2. Notwithstanding the foregoing, Seller grants only a license to the end-user of the Product, and does not pass title, for any software provided by Seller under these Terms.

4.2 Risk of loss shall pass to Customer upon delivery pursuant to this Section, except that for export shipments from the U.S., risk of loss shall transfer to Customer upon title passage. If any Products to be delivered under these Terms or if any Customer equipment repaired at Seller’s facilities cannot be shipped to or received by Customer when ready due to any cause attributable to Customer or its other contractors, Seller may ship the Products and equipment to a storage facility, including storage at the place of manufacture or repair, or to an agreed freight forwarder. If Seller places Products or equipment into storage, the following apply: (i) title and risk of loss immediately pass to Customer, if they have not

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already passed, and delivery shall be deemed to have occurred; (ii) any amounts otherwise payable to Seller upon delivery or shipment shall be due; (iii) all expenses and charges incurred by Seller related to the storage shall be payable by Customer upon submission of Seller's invoices; and (iv) when conditions permit and upon payment of all amounts due, Seller shall make Products and repaired equipment available to Customer for delivery.

4.3 If repair Services are to be performed on Customer's equipment at Seller's facility, Customer shall be responsible for, and shall retain risk of loss of, such equipment at all times, except that Seller shall be responsible for damage to the equipment while at Seller's facility to the extent such damage is caused by Seller's negligence.

5. Product Warranty, Remedies and Disclaimers.

5.1 Product is warrantied for twelve (12) months from the date of delivery to Customer (the "**Original Warranty**"). All warranties are transferable to Customer's end-user. Customer will report any defects in writing to Seller with a detailed description of the defect immediately but no later than fourteen (14) calendar days after delivery, otherwise all claims resulting from the defect are waived and delivery is deemed accepted. Seller is entitled to inspect and remedy claimed defects at Customer's premises. Customer or Customer's end-user will provide Seller with the necessary resources and assistants free of charge. If the inspection reveals that there is no claim under warranty, Customer shall cover all costs incurred in accordance with Seller's price list valid at the time of the inspection. For warranty-repaired Product, the warranty shall be the remainder of the Original Warranty or ninety (90) days, whichever is greater in duration.

5.2 At Seller's option, Seller will repair, replace, or refund for defective Product. Customer will ship defective Product to Seller's designated location at Customer's expense. Replaced parts become the property of Seller. This Section 5 provides the exclusive remedies for all claims based on failure of or defect in Products, regardless of when the failure or defect arises, and whether a claim, however described, is based on contract, warranty, indemnity, tort/extra-contractual liability (including negligence), strict liability or otherwise. The warranties provided in this Section 5 are exclusive and are in lieu of all other warranties, conditions and guarantees whether written, oral, implied or statutory. EXCEPT FOR THE FOREGOING, NO IMPLIED OR STATUTORY WARRANTY, OR WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES.

5.3 The warranty is void if Customer or Customer's end-user: (a) does not observe conditions for assembly, commissioning or use of the Product; (b) allows third parties not authorized by Seller's written consent to carry out repairs, changes, maintenance, or other servicing of the Product; (c) uses the Product with components not certified by Seller; (d) uses equipment (including but not limited to networks, supply lines, cabling) that does not function properly or supplies insufficient power to the Product; (e) does not carry out required site preparation or maintenance in a timely fashion; (f) is in default with these Terms with particular respect to payment; (g) incurs damage to the Product as a result of accidents, power surge, or electromagnetic field; or (h) if defects or damages are attributable to third-party components, internet/network disruptions, software viruses, inclement weather, chemical influences, an act of force majeure as detailed in section 13, vandalism, or any other acts or omissions of Customer or third parties.

6. Software License, Warranty, Remedies and Disclaimers.

6.1 Customer or Customer's end-user is granted a non-exclusive, non-transferable, non-sublicensable, limited right to use the software unlimited in time. Even if software is made available to the Customer or Customer's end-user on a CD or any other physical data carrier, Seller shall remain the owner of the software and all trademarks, copyrights, patents, trade secrets and other Intellectual Property Rights (as defined in section 10) relating thereto. The source code shall not be part of these Terms.

6.2 Software updates, service packs, hot fixes, and patches (collectively, "**Updates**") may be provided to the Customer, as such are available to comply with the applicable laws, regulations and/or compatibility requirements, including but not limited to security-related and operational standards developed by ISO or the PCI Security Standards Council, LLC. In addition, software upgrades including new releases or versions of software (collectively, "**Upgrades**") may be provided to the Customer, as such are available. The Customer acknowledges that, according to the respective release planning, older versions of software may no longer be supported after the expiry of a certain period. Seller is not required to provide Updates and/or Upgrades. Costs for installation of Updates and Upgrades shall be borne by the Customer or Customer's end-user and are not included in the license fee, unless the Customer has entered into a Solution Subscription Agreement with Seller. Updates and Upgrades may alter the system requirements and it may be necessary to install the respective predecessor Updates/Upgrades, third-party

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components and additional or altered hardware. Respective costs shall be borne by the Customer and are not included in the license fee. Nothing in these Terms require Customer to install Updates or Upgrades but Seller recommends their immediate installation. In case of non-installation of offered Updates or Upgrades, this could possibly endanger the security and operability of software and related systems and even infringe third-party licenses or laws; all consequences of non-installation are at the sole risk of the Customer. Warranty claims regarding systems related to the software will automatically become void. The Customer acknowledges and agrees that Seller is not liable for damages resulting from the non-installation of Updates and Upgrades.

6.3 The Customer is solely responsible for performing a backup of files and data before installing any Updates and Upgrades. Therefore, Seller is not liable for lost files, information or data and related damages. Seller and persons authorized by Seller are entitled to execute an audit by examining the systems, computers, books, records, and accounting records of the Customer during normal business hours as far as they are connected to software provided under these Terms. To the extent the Customer is allowed to exchange hardware, the Customer undertakes to fully and irretrievably remove software from the exchanged equipment and provide evidence for such removal.

6.4 Without the written consent of Seller the Customer must not himself or allow any third party to: (a) reverse engineer, decompile, disassemble or otherwise reduce the software to any human perceivable form; (b) modify, adapt, translate or create derivative works based upon the software, the written materials accompanying the software, or any part thereof; (c) combine the software with any kind of open-source- software; (d) remove or manipulate copyright notices and other signs on the software copies; (e) use or permit the software to be used to perform services for third-parties; or (f) make or use any copies of the software, even if the software has been merged or included with other software, or any accompanying materials for any purpose other than as provided in these Conditions. If the Customer creates a back-up copy in accordance with these Conditions, the Customer shall include all copyright notices and/or proprietary notices that are affixed to or appearing in the original copy.

6.5 The use of the software may require third party components and/or other system requirements to work properly. The corresponding requirements are described in the documentation for the respective product. These third-party components may be supplemented or modified by Seller at its sole discretion. Customer is responsible for obtaining, installing, maintaining, and operating any third-party components. For third-party components, additional terms and conditions may apply, and use of third-party components is at the risk of the Customer. Seller is not liable for damages or losses caused by third party components, and all costs and fees for third party components shall be borne by the Customer.

6.6 Software, either stand-alone or embedded in the Product, is provided by Seller "as-is" and "with all faults." Seller makes no representations or warranties of any kind concerning the safety, suitability, inaccuracies, typographical errors, or other harmful components of this Software. The only warranty that applies is that the software has the functionalities and characteristics described in the product description provided that the system requirements are fulfilled. The warranty period shall be six (6) months and begins at the time of delivery. It is technically impossible to produce software that is absolutely free of any defect. The Customer knows and accepts this risk. Minor defects not impairing essential functions of the software therefore do not have to be corrected under the warranty. Seller fulfils its warranty obligation within a reasonable period of time in its sole discretion either by rectification or a substitute delivery of the defective software or by granting a price reduction which is Customer's sole and exclusive remedy and Seller's only liability with respect to defective software. For warranty repairs at the Customer's or Customer's end-user's premises, the Customer will make available free of charge to Seller resources and employees as required by Seller. Defects which are not within the responsibility of Seller are excluded from warranty and especially applies to defects from materials or software provided by the Customer. The warranty shall lapse if the Customer or any third-party effects any changes to the software that are not authorized by Seller in writing. The Customer shall only be entitled to make warranty claims after full payment of the agreed price. In addition, any warranty shall be excluded in case of damage caused by third party acts, atmospheric discharge, instable networks and chemical influences or force majeure. SELLER DISCLAIMS ANY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE SOFTWARE AND ACCOMPANYING DOCUMENTATION, IF ANY, PROVIDED HEREUNDER IS PROVIDED "AS IS".

7. Installation Services, Warranties, Remedies and Disclaimers.

7.1 Customer is solely responsible for any necessary permits from public authorities or other third parties required

USA - Rev. 07/2022

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before Seller provides any Services. Seller is under no obligation to perform any Services until such permits are in place.

7.2 Seller warrants that for any installation services (Services), those Services will be performed in a (i) workmanlike and professional manner consistent with generally accepted industry standards, and (ii) conform to the written specifications of the agreed upon written specifications for six (6) months from completion. Customer's sole and exclusive remedy and Seller's entire liability with respect to the Services warranty in this Section 7 will be, at Seller's option, to either (a) use its reasonable commercial efforts to re-perform any non-conforming Services not in substantial compliance with this warranty or (b) refund amounts paid by Customer related to the portion of the Services not in substantial compliance. In each situation (a) or (b), Customer must notify Seller in writing within thirty (30) calendar days after performance of the applicable Services. Any warranty provided by Seller under this Section is void if an event outside the control of Seller impacts the Services or the Services are in anyway changed, unless Seller pre-approves in writing of the changes. SELLER MAKES NO OTHER, AND EXPRESSLY DISCLAIMS ALL OTHER, REPRESENTATIONS, WARRANTIES, CONDITIONS OR COVENANTS, WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY STATUTORY, EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR OTHERWISE.

8. Limitation of Liability. EXCLUDING CLAIMS FOR PERSONAL INJURY OR DEATH AND A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THESE TERMS, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF REVENUE OR INCOME, LOSS OF OR USE OF DATA, OPERATIONAL EFFICIENCY, LOSS OF CUSTOMERS OR INFORMATION, ARISING UNDER THESE TERMS REGARDLESS OF THE FORM OF ACTION OR THEORY OF RELIEF, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCLUDING CLAIMS FOR PERSONAL INJURY OR DEATH AND A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THESE TERMS, ANY LIABILITY FOR DIRECT DAMAGES ARISING UNDER THESE TERMS, REGARDLESS OF THE FORM OF ACTION OR THEORY OF RELIEF, IS LIMITED TO THE PURCHASE PRICE OF THE PRODUCT OR IN THE CASE OF A SERVICES, THE TOTAL AMOUNT PAID OR TO BE PAID FOR THE SERVICES THAT GIVES RISE TO THE CLAIM UNDER THESE TERMS.

9. Intellectual Property Infringement.

9.1 Seller will indemnify, defend and hold harmless Customer, its officers, directors, employees, agents, affiliates, and end-users from and against any third-party claims ("**Claim(s)**") that any Seller manufactured Product provided to Customer under these Terms infringes any patent, copyright, trademark or trade secret provided that Customer (a) promptly notifies Seller in writing of the Claim, (b) makes no admission of liability and does not take any position adverse to Seller, (c) gives Seller sole authority to control the defense and settlement of the Claim, and (d) provides Seller full disclosure and reasonable assistance as required to defend the Claim. In the event the Product may in Seller's reasonable opinion to be infringing, Seller at its option and own expense may do the following: (i) secure for Customer the right to continue the use of the alleged infringing item, (ii) replace the alleged infringing item with a substantially equivalent non-infringing item, or (iii) modify the alleged infringing item to be non-infringing. In the event Seller is unable to perform the options previously listed (i) through (iii), Customer will then return the deliverable to Seller and Seller will refund Customer the amount paid for such item. THIS INFRINGEMENT SECTION IS SELLER'S ENTIRE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO CUSTOMER'S INABILITY TO USE THE DELIVERABLE OR ANY PORTION OF THE PRODUCT DUE TO ANY INFRINGEMENT OR CLAIM OF INFRINGEMENT.

9.2 Seller will have no indemnification obligations where: (a) any Product was in accordance with Customer's or Customer's end-user's sole design or specifications, (b) Customer or Customer's end-user alters the Product, (c) Customer or Customer's end-user combines the Product with materials not supplied or approved by Seller and such infringement would not have occurred absent such combination, or (d) Customer or Customer's end-user continues to use the Product after receiving written notice from Seller to stop using the Product. In no case shall Seller be liable for any consequential, incidental, indirect, special, punitive, or exemplary damages (including, without limitation, lost profits, business, or goodwill) suffered or incurred by Customer. In no case shall Seller be liable for any damages arising out of Customer's negligent, reckless, or willful conduct.

9.3 Seller's indemnification obligations are conditioned upon Customer (i) notifying Seller promptly of any threatened or pending Claim, provided that failure to provide such notice will only relieve Seller of its indemnification obligations to the extent its ability to defend or settle an applicable Claim is materially prejudiced by such failure to provide notice; (ii) giving Seller, at Seller's expense, reasonable assistance and information requested by Seller in connection with the defense and/or settlement of the Claim; and (iii) tendering to Seller sole control over the defense and settlement of the Claim. Customer counsel or their appointed of counsel of choice will have the right to participate in the defense of the Claim at Customer's own expense without setoff, reimbursement, or payment whatsoever from Seller. Customer will

Standard Conditions

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not, without the prior written consent of Seller, make any admission or prejudicial statement, settle, compromise, or consent to the entry of any judgment with respect to any pending or threatened Claim.

10. Seller's Intellectual Property.

10.1 Seller and/or its licensors are exclusively entitled to all rights to the Product derived from patent rights, trademark rights, design protection, copyrights or other Intellectual Property Rights or otherwise from the creation of the Product as well as related documents, specifications, samples, models, drawings, printing plates, photographs, and other material shall remain the Intellectual Property of Seller, including any improvements or alterations made to the Products or Services during Seller's performance under these Terms.

10.2 **"Intellectual Property"** shall mean any and all information developed by the Seller in relation to the Product, ancillary services, or otherwise and shall include trademarks, copyrights, service marks, trade names, logos, domain names, designs, emblems, insignia, fascia, slogans, videos, applications, know-how, information, patents, trade secrets, Proprietary Information (as defined in section 16), standards, specifications, techniques, teaching methods, schemes and materials, management methods, standard operational procedures, drawings, architectural plans and layouts, equipment standards, training manuals, user manuals, books and catalogues, handbooks, curricula, advertising and marketing material including leaflets, brochures, posters, stickers and flyers, and other material(s) and/or creation(s) irrespective of the medium and format (including inter-alia through a web platform), whether or not registered or capable of registration and all other proprietary rights whatsoever, whether owned by or available to the Seller now or in future, anywhere in the world.

10.3 **"Intellectual Property Rights"** shall mean and include (i) all possible rights, benefits, title or interest in or to the Intellectual Property, anywhere in the world, (whether registered or not and including all applications for the same and any extensions and renewals thereof) including all rights provided by international treaties and conventions, rights of distribution, reproduction and all other exploitation rights, (ii) any goodwill in relation to or in connection with the same, (iii) any licenses, permissions and grants in connection therewith; (iv) applications for any of the foregoing and the right to apply for them in any part of the world, (v) the right to obtain and hold appropriate registrations for any of the foregoing, (vi) causes of action in the past, present or future, related thereto including the rights to damages and profits, due or accrued, arising out of past, present or future infringements or violations thereof and the right to sue for and recover the same.

11. Data Protection; Consumer Privacy Laws; Remote Access Support.

11.1 To the extent Seller has access to Customer's data or devices, Seller may collect, forward, and use Customer's data for i) fulfilment of these Terms, ii) improvement of Product and Services, and iii) billing or general customer service purposes. Seller may transfer such data to affiliated companies or third parties commissioned to process data for Seller insofar as it is related to perform or make improvements to Products and Services. Seller will attempt to refrain from disclosing personal information to third parties.

11.2 In order to troubleshoot and diagnose any potential issues with the Product and Services, Customer agrees to allow Seller remote access to Customer's devices including Customer's network(s), computers, or servers. If Customer's site is accessible to Seller via BeyondTrust (Bomgar), Seller will connect and triage Customer's reported issue remotely.

12. Term; Termination. These Terms are effective until all Product is delivered, the Services are complete, or (if applicable) Customer has agreed to the Software as a Service subscription service and the term noted therein, whichever is later. Either Party may terminate these Terms if the other Party breaches any material terms or conditions of these Terms and the breach remains un-cured for thirty (30) calendar days after receipt of written notice of the breach. In addition to the foregoing, Seller may terminate these Terms with advanced written notice of ten (10) calendar days, if the other Party becomes insolvent, enters bankruptcy, reorganization, or other similar proceedings, admits in writing its inability to pay debts, or attempts or makes an assignment for the benefit of creditors.

13. Force Majeure. Except for the obligation to pay, neither Party is liable for failure to fulfill its obligations under these Terms due to causes beyond its reasonable control, including but not limited to: (1) war, warlike operations, armed aggression, insurrection, riots; (2) fires, floods, explosions, earthquakes, inclement weather; (3) any acts of a Government, governmental priorities, allocation regulations or orders; (4) acts of God or of the public enemy; (5) failure of or delays in transportation; (6) epidemics, quarantine restrictions, or other similar circumstances; (7) inability to procure materials or parts including unavailability of Original Equipment Manufacturer ("**OEM**") parts; and (8) labor troubles causing cessation, slowdown, work stoppage or interruption of work. Seller shall not be liable for failure to fulfill its obligations under these Terms for delays of any type that are

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caused, in whole or part, by Customer or Customer's end-user. In the event of such a delay, Seller may invoice Customer for all completed Services. Furthermore, if Customer causes a delay, Seller may stop Services, which may result in a greater day-for-day delay in the completion of Services.

14. Governing Law and Dispute Resolution. Except for any equitable relief and claims for payment, any dispute, controversy or claim arising out of or in relation to these Terms, including the validity, invalidity, breach or termination, will be resolved by arbitration in Los Angeles, California under the Commercial Arbitration Rules of the American Arbitration Association (AAA). The tribunal will consist of a single arbitrator to be chosen under the AAA rules. The language of the arbitration will be English. The award will be final and binding on the Parties and will also include legal fees, costs of arbitration and all related matters. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. These Terms are governed by the laws of the State of California, without regard to its choice of law provisions. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply to these Terms.

15. Consumables. "Consumables" include but are not limited to tickets, keycards, gate booms, inks, fabrics, chemicals, filters, bulbs, thermal print heads, batteries, data carriers, wristbands, or generally, any product requiring replacement after use over a non-specific period of time.

15.1 **Pricing; Orders.** Pricing for Consumables are sold at Seller list price. All purchase orders submitted by Customer will be of no effect unless and to the extent that they are accepted by Seller in its sole discretion and provided they refer expressly to and are subordinate to these Terms. Orders for Consumables may be subject to minimum order values and quantities.

15.2 **Printing Documentation.** All typesets, printing plates, lithographs, photographically produced films and plates, stamping dye molds, and other means produced by Seller and provided for the production process shall remain the property of Seller. This shall also apply to any means of production provided by a third party on behalf of Seller.

15.3 **Quality.**

15.3.1 Seller assumes warranty in accordance with these Terms that the delivered Consumable(s) can be processed on Seller compatible equipment in accordance with the relevant product specifications. Warranty is excluded if equipment used is not Seller's or Seller compatible. Due to conditions of production and materials, the color may deviate among the items contained in one delivery or among the items of different deliveries. Press proofs and sample tickets are thus only roughly binding for the indication of the actual colors. Tickets made of plastics are largely inherently stable, break- and tear-proof in ambient temperatures between -4°F (-20°C) and 122°F (50°C).

15.3.2 All details given in 15.3.1 shall apply to a statistic reliability of ninety-five (95%) percent. Seller shall not be liable for any consequences of improper storage of Consumables by Customer and recommends storage in original packaging, at a temperature between 41°F (5°C) and 77°F (25°C), and a maximum relative humidity of sixty (60%) percent.

15.4 **Delivery.** Delivery shall be at the Customer's risk and expense to the address stated for delivery in the order confirmation. If the Customer did not state an address for delivery, the invoice address shall be the address for delivery. The Customer must accept excess deliveries or short deliveries of up to ten (10%) percent of the ordered Consumable(s). Seller reserves the right to effect partial deliveries of Consumables in case of production limitations. Seller shall not be liable for any printing or design errors which the Customer released with the approved proofs, nor may the Customer change any orders accepted as a Customer-specific custom production order after order confirmation from Seller.

15.5 **Warranty.**

15.5.1 Seller assumes warranty for the execution of the order in accordance with its specifications for a period of six (6) months after the date of delivery. Such warranty shall be fulfilled by rectification or new delivery of the goods. In case of purely optical defects not affecting the functionality or in case of quantitative defects, Seller shall be entitled, at its discretion, to rectify such defect by granting a reasonable price discount. These shall be Customer's sole remedy for warranty claims as it pertains to Consumables and further claims are excluded.

15.5.2 Customer must notify Seller in writing of any defective Consumable within seven (7) days of receipt, enclosing a sample of the item complained about and a detailed description of the defect. Complaints about any printing errors or delivery quantity are to be reported in writing within twenty (21) days after receiving the Consumable. The Customer must keep the goods in respect of which it sent a notification of defect until settlement of the issue and the Customer must hand over such goods to Seller upon request. Any claim for new delivery shall only arise concurrently and only to the extent the defective goods are re- turned. Replaced

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goods shall become the property of Seller.

15.5.3 Seller shall not assume any liability for defects unless the Customer accounts are current and paid to date. Any replacement deliveries shall be bound by these same Terms. The Customer must accept delayed deliveries unless the transaction included a written agreement for delivery by a fixed date.

15.6 Liability.

15.6.1 AS IT PERTAINS TO CONSUMABLES, EXCLUDING CLAIMS FOR PERSONAL INJURY, DEATH, CONTRACTUALLY AGREED UPON AMOUNTS DUE HEREUNDER, AND INDEMNIFICATION OBLIGATIONS UNDER THESE TERMS, Seller WILL NOT BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF REVENUE OR INCOME, LOSS OF OR USE OF DATA, OPERATIONAL EFFICIENCY, LOSS OF CUSTOMERS OR INFORMATION, ARISING UNDER THESE TERMS REGARDLESS OF THE FORM OF ACTION OR THEORY OF RELIEF, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, ANY LIABILITY FOR DIRECT DAMAGES ARISING UNDER THESE TERMS, REGARDLESS OF THE FORM OF ACTION OR THEORY OF RELIEF, IS LIMITED TO THE PURCHASE PRICE OF THE CONSUMABLE GIVING RISE TO THE CLAIM.

15.6.2 Seller shall not be liable for any criminal or other illegal acts committed by third parties, such as acts of piracy, the copying, reproduction, modification, or other manipulation of Consumables, for parts or components of Consumables, such as for example chips, which are produced by third parties and manufactured into Consumables provided that usage of such parts or components is commonly accepted on the market, or for tickets, keycards, or data carriers being produced or sold by third parties.

15.7 Copyright & Right of Reproduction.

15.7.1 To the extent Seller is the owner of any copyrights to drafts, versions, ordered printing products or any parts thereof, the Customer - upon payment and acceptance of the delivery - shall only acquire the right to distribute the delivered products in accordance with the Copyright Act. Any other rights, in particular the right of reproduction, shall remain with Seller. Seller also has the exclusive right to use produced copying means (setting, films, etc.) and printing products to produce items for copying.

15.7.2 If the Customer provides lithographs, print layouts, writings or fonts of any kind, the Customer must, before placing the order with Seller and at its own risk and expense, ensure that Seller may legally use these items for production, copying and distribution purposes in agreement with the copyright holders, if any, and the Customer shall expressly authorize Seller to execute the order and assures Seller that there is no need to contact copyright holders, if any. The Customer expressly indemnifies and holds Seller harmless in respect of any claims or proceedings. Seller will immediately inform the Customer of any claims made against Seller by any third party with respect to copyright, and in case the matter is taken to court, Seller will serve a third-party notice on the Customer. If the Customer fails to join the proceedings as Seller's joined defendant upon such third-party notice, Seller shall be entitled to recognize the claimant's claim and to demand compensation from the Customer irrespective of whether such recognized claim was legitimate or not.

15.7.3 Except as otherwise provided by law, Consumables may only be used for the business purposes envisioned under these Terms and not for resale. Seller reserves the right to refuse Customer's orders for Consumables if it reasonably believes the Customer is reselling Consumables. Any credible evidence of the resale of Consumables by Customer shall be deemed to be a material breach of these Terms.

16. **Miscellaneous.**

16.1 Confidentiality.

16.1.1 Parties may provide information or data that it considers private, proprietary, competition-sensitive or confidential in order to satisfy the requirements of these Terms. A party disclosing Proprietary Information is a "**Disclosing Party,**" while a party receiving Proprietary Information is a "**Receiving Party.**"

16.1.2 "**Proprietary Information**", as used herein, shall mean any and all information, written, oral, electronically transmitted, graphic or in other form, that is provided and exchanged in consideration of current or future business opportunities, whether or not stamped or otherwise designated as confidential, and whether or not proprietary, conceptual or reduced to specific practices (which information shall include but not be limited to that relating to programs, marketing plans, finances, pricing, operations, personnel, products, processes, machines, compositions, inventions and discoveries). In addition, any prices or customized conditions of these Terms shall be considered Proprietary Information. Information shall not be deemed Proprietary Information, and receiving party shall have no obligation with respect to any such information, which:

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- 16.1.2.1 is or becomes publicly known through no wrongful act of the receiving party; or
 - 16.1.2.2 is rightfully received by the receiving party from a third party without restriction and without breach of these Terms; or
 - 16.1.2.3 is disclosed by the disclosing party to the third party without a similar restriction on the rights of such third party; or
 - 16.1.2.4 is approved for release by written authorization of the disclosing party; or
 - 16.1.2.5 is disclosed, in any event, after the expiration of ten (10) years from the date when such Proprietary Information was delivered.
- 16.1.3 Use of Proprietary Information by receiving party shall be limited to the purposes contemplated by these Terms. Receiving party shall protect the Proprietary Information received under these Terms with the same degree of care as it takes to preserve and safeguard its own proprietary information provided such degree of care is reasonably calculated to prevent such inadvertent disclosure.
- 16.1.4 Receiving party agrees that if receiving party uses the Proprietary Information contrary to the terms of this Section, disclosing party, in addition to all other remedies available to it, shall have the right to equitable relief, restraining or enjoining receiving party from using any Proprietary Information in violation of the terms and conditions of this section and to recover from receiving party reasonable costs in enforcing this section, including reasonable attorneys' fees.
- 16.1.5 Neither the execution and delivery of these Terms nor the delivery of any Proprietary Information hereunder shall be construed as granting either expressly or by implication, estoppel, or otherwise, any rights in or license to the Confidential or Proprietary Information not explicitly set forth herein.
- 16.1.6 Notwithstanding the foregoing, Proprietary Information may be disclosed upon the written consent of disclosing party, or pursuant to valid legal orders or governmental regulations or in connection with an action or proceeding brought to enforce or interpret these Terms.
- 16.1.7 Notwithstanding the foregoing, Customer and Seller agree that they will prepare mutually acceptable communications in relation to the execution of these Terms and/or the launch of the Seller services, to be released at a mutually agreed date. Both parties agree to provide a quote from a senior executive and description of the solution in written or video form as agreed. Customer grants to Seller and its affiliates a non-exclusive, worldwide, royalty-free right and license to use Customer's company and/or service names and logos to identify Customer as a Seller customer.
- 16.2 Entire Agreement. These Terms constitute the entire understanding between the parties regarding the purchase of Products or Services from Seller and supersedes and replaces any previous communications, representations or Terms, written or oral.
- 16.3 Conflicting Terms. These Terms takes precedence over any terms and conditions in a purchase order or other ordering document from Customer. The sale or order of any Product or Services is expressly conditioned on Customer's assent to the terms of these Terms. Any other additional or inconsistent terms or conditions in a purchase order or course of dealings between the Parties or usage of trade are expressly disclaimed and rejected.
- 16.4 Assignment. Except for those transferable warranties, neither Party may assign these Terms or any of its rights or obligations without the prior written consent of the other Party, unless a Party is subject to a change in ownership of more than fifty percent of its voting rights or any controlling interest in which case, advanced written notice is required to the other Party. These Terms bind and benefit the Parties and their respective successors and assigns. Subject to the restrictions in assignment contained in these Terms, these Terms will be binding on and inure to the benefit of the parties and their successors and assigns.
- 16.5 Amendment. No provision of these Terms may be waived, amended, or modified by either party except by a written amendment signed by both Customer and Seller.
- 16.6 Waiver. Any delay or failure by either party to exercise any right or remedy will not constitute a waiver of that party to enforce its rights.
- 16.7 Survivability. The terms and conditions of these Terms which by sense and content are intended to survive, including payment, warranties and disclaimers, confidentiality, indemnification, and limitation of liability, shall survive the expiration or termination of these Terms. If any part of these Terms are found by a court of competent jurisdiction

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to be invalid, illegal or unenforceable, all other parts will remain in effect.

16.8 Contra Proferentem. Each Party acknowledges that it has been represented by counsel under these Terms. Accordingly, any rule of applicable law or any legal decision that would require interpretation of any claimed ambiguities in these Terms against the drafting party has no application and is expressly waived.

16.9 Interpretation. Headings in these Terms are for reference purposes only and are not to be interpreted as being part of these Terms.

16.10 Subcontracting. Seller has the right to subcontract any other Services to any subcontractor that has the requisite skill and expertise to complete the work. In such situations, Seller will pass through to Customer all available warranties and use commercially reasonable efforts to assist Customer in administering any warranty claim. If Customer requires Customer's choice of subcontractor, Customer will: (1) contract directly with them; (2) verify provision of adequate insurances of the types and values Seller requires, and (3) indemnify Seller from and against any claim or allegation that arises from Customer's subcontractor's performance of services or presence in Seller's facility.

16.11 Attorney's Fees. In the event of any litigation, arbitration or any judicial proceeding arising as a result of the breach of these Terms, the party prevailing in such litigation or judicial proceeding shall be entitled to collect the costs and expenses of bringing or defending such litigation or proceeding, including reasonable attorneys' fees, from the party or parties not prevailing.

16.12 Counterparts. These Terms may be executed in one or more counterparts, each of which will be considered an original but altogether constitute the same instrument. Acceptance of these Terms may be made in electronic form showing the signatures of both parties. The Parties agree that electronic signatures may be used and will be legally valid, effective, and enforceable.

E. FEDERAL FAIR LABOR STANDARDS ACT (MINIMUM WAGE)

All contracts and subcontracts resulting from this solicitation incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

F. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

G. EQUAL OPPORTUNITY CONTRACT CLAUSE

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

H. PROHIBITION OF SEGREGATED FACILITIES

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

EXHIBIT B

INSURANCE REQUIREMENTS
Agreement between City of Fresno (“CITY”) and
Sentry Control Systems, LLC. (“CONTRACTOR”)
Airport Parking And Revenue Control System
Equipment Purchase And Installation
PROJECT TITLE

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for “bodily injury,” “property damage” and “personal and advertising injury” with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under “Minimum Limits of Insurance.”
2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto). If personal automobile coverage is used, the CITY, its officers, officials, employees, agents and volunteers are to be listed as additional insureds.
3. Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.

MINIMUM LIMITS OF INSURANCE

CONTRACTOR, or any party the CONTRACTOR subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. **COMMERCIAL GENERAL LIABILITY:**
 - (i) \$1,000,000 per occurrence for bodily injury and property damage;
 - (ii) \$1,000,000 per occurrence for personal and advertising injury;
 - (iii) \$2,000,000 aggregate for products and completed operations; and,
 - (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.

2. **COMMERCIAL AUTOMOBILE LIABILITY:**

\$1,000,000 per accident for bodily injury and property damage. OR*

3. **PERSONAL AUTOMOBILE LIABILITY** insurance with limits of liability not less than:

- (i) \$100,000 per person;
- (ii) \$300,000 per accident for bodily injury; and,
- (iii) \$50,000 per accident for property damage.

4. **WORKERS' COMPENSATION INSURANCE** as required by the State of California with statutory limits.

5. **EMPLOYER'S LIABILITY:**

- (i) \$1,000,000 each accident for bodily injury;
- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

6. **TECHNOLOGY PROFESSIONAL LIABILITY** insurance with limits of not less than:

- (i) \$1,000,000 per claim/occurrence; and,
- (ii) \$2,000,000 policy aggregate

UMBRELLA OR EXCESS INSURANCE

In the event CONTRACTOR purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

CONTRACTOR shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and CONTRACTOR shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared on the Certificate of Insurance, and approved by, the CITY'S Risk Manager or his/her designee. At the option of the CITY'S Risk Manager or his/her designee, either:

- (i) The insurer shall reduce or eliminate such deductibles or self- insured retentions as respects CITY, its officers, officials, employees, agents and volunteers; or
- (ii) CONTRACTOR shall provide a financial guarantee, satisfactory to CITY'S Risk Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. CITY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds. CONTRACTOR shall establish additional insured status for the City and for all ongoing and completed operations by use of ISO Form CG 20 10 11 85 or both CG 20 10 01 and CG 20 37 10 01 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.
2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. For any claims related to this Agreement, CONTRACTOR'S insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents and volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it. CONTRACTOR shall establish primary and non-contributory status by using ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 01 04 13.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: CONTRACTOR and its insurer shall waive any right of subrogation against CITY, its officers, officials, employees, agents and volunteers.

All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice by certified mail, return receipt requested, has been given to CITY. CONTRACTOR is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, CONTRACTOR shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, CONTRACTOR shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

VERIFICATION OF COVERAGE

CONTRACTOR shall furnish CITY with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, CONTRACTOR shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

EXHIBIT C
FEDERAL PROVISIONS
AIRPORT PARKING AND REVENUE CONTROL SYSTEM EQUIPMENT PURCHASE AND
INSTALLATION

FEDERAL PROVISIONS

A. GENERAL CIVIL RIGHTS PROVISIONS

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

B. CIVIL RIGHTS ACT OF 1964, TITLE VI

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the

exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

7. Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition

of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

E. FEDERAL FAIR LABOR STANDARDS ACT (MINIMUM WAGE)

All contracts and subcontracts resulting from this solicitation incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

F. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

G. EQUAL OPPORTUNITY CONTRACT CLAUSE

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

H. PROHIBITION OF SEGREGATED FACILITIES

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its

employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

EXHIBIT “D”

Exhibit "D"
DISCLOSURE OF CONFLICT OF INTEREST

SKIDATA Inc

between City of Fresno ("Fresno")

SKIDATA Inc

(" SKIDATA Inc ")

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Do you represent any firm, organization or person who is in litigation with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5	Are you or any of your principals, managers or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

* If the answer to any question is yes, please explain in full below.

Explanation: _____

Additional page(s) attached.

DocuSigned by:



52A7E497E623477

Signature

11/6/2022

Date

Robert weiskopf

(name)

SKIDATA Inc

(company)

6611 Odessa Ave, Van Nuys, CA

(address)

91406

(city state zip)