



Fixed-Mobile LPR Solution Addendum

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

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

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

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

Appendix A – Scope of Work

Appendix B – Testing and Acceptance

Appendix C – Fixed-Mobile LPR Warranty

4. **SCOPE OF WORK.** T2 Systems shall be responsible for the installation and maintenance of the Fixed-Mobile LPR solution at the Site as described in the Scope of Work document attached hereto as Appendix A and incorporated herein. T2 Systems will provide the installation services and Products in accordance with the project schedule, performance requirements and specifications set forth in Appendix A. T2 Systems and Customer shall each appoint a Project Manager who shall work together to coordinate, supervise, and manage the Scope of Work and the project schedule for the duration of the project.
5. **PURCHASE & ACCEPTANCE.** T2 Systems shall provide to Customer all Products required for the Fixed-Mobile LPR solution and installation services as set out on the Quote. Customer shall inspect or test all Products upon installation in accordance with the testing and acceptance criteria set out in Appendix B. Customer shall be deemed to have effected final acceptance of the Products at the earliest of: (a) the fifth (5th) day after the date of installation unless written notice is received by T2 Systems before such day; or, (b) the date when the Products are used or otherwise placed in commercial operation.
6. **QUOTES & PAYMENTS.** Unless otherwise specified on the Quote, all amounts payable hereunder shall be due to T2 Systems within thirty (30) days of invoice date, and Customer agrees to pay for the Products in accordance with the payment schedule defined in Appendix A. Upon activation of the Fixed-Mobile LPR



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software, subscription fees and warranty shall be payable annually in advance. All prices shown are net, and in addition to the price of goods, Customer shall pay all expenses including taxes, insurance, freight, and warehousing. All prices quoted are valid for ninety (90) days and are exclusive of taxes. **T2 Systems will increase the subscription fees and any additional agreed upon fee by five percent (5%) percent per year.**

7. **TITLE & RISK OF LOSS.** Title in the goods shall remain with T2 Systems until such goods have been paid for in full. Customer shall ensure that the goods are insured against “all risks” from the time the goods are placed in the possession of the carrier for shipment to Customer, and continuously thereafter until all amounts due to T2 Systems are paid in full.
8. **SOFTWARE.** Subject to the payment of the subscription fees as set out in the Quote, and provided that the Customer is not in breach of its obligations under this Addendum or the Agreement, T2 Systems hereby grants to the Customer, and the Customer accepts from T2 Systems, a non-exclusive, non-transferable, fully paid, royalty free, license to use of the Fixed-Mobile LPR software (“**Software**”) and related documentation. The Customer will restrict access to the Software to its employees and contractors who require access in connection with the Customer’s use of the Fixed-Mobile LPR solution. Use of the Software shall be solely in accordance with the documentation, this Addendum, the Agreement, and such reasonable instructions as T2 Systems may provide from time to time. The Customer agrees that it will not use the Software in connection with any equipment, system or website not supplied by T2 Systems, or for any illegal purposes, or in any manner that could damage, disable, overburden, or impair the T2 Systems’ systems or interfere with the ability of any other party to use T2 Systems’ services.
9. **WIRELESS DATA SERVICES.** If purchased by Customer, T2 will provide the Wireless Data Services, supplied by T2’s underlying third party wireless data services carrier, to Customer. Customer acknowledges and agrees that (i) Customer has no contractual relationship with the third-party wireless data services carrier, (ii) Customer is not a third-party beneficiary of any agreement between T2 and the carrier, and (iii) that the wireless data services carrier shall have no liability of any kind whatsoever to Customer, or any party deriving rights through Customer, whether for breach of contract, warranty, negligence, strict liability, tort, or otherwise.
 - (a) Customer shall use the Wireless Data Services only in connection with the Addendum Services identified in the Quote(s).
 - (b) Customer agrees that it will at all times comply with and abide by all terms and conditions established by T2 for the use of and access to the Wireless Data Services, and acknowledges that the Wireless Data Services may be restricted or cancelled by T2 or the underlying data services carrier if there is a reasonable suspicion of abuse or fraudulent use of the services.
 - (c) Customer may not resell the Wireless Data Services to any other person(s).
 - (d) Customer has no property right in any wireless number assigned to it in connection with the Wireless Data Services, and understands that such number can be changed.
 - (e) Customer will provide T2 with prompt notice of any suspected abuse or fraudulent use of the Wireless Data Services of which it becomes aware.
10. **WARRANTY.** Subject to the disclaimers and limitations in the Agreement, T2 warrants that (a) title to the hardware sold shall be free from any encumbrance, and that the goods will conform to the description contained on T2 Systems’ invoice, (b) the Fixed-Mobile LPR Software will substantially conform to the specification as set out in the Documentation as revised by T2 Systems from time to time, (c) the installation services will be rendered in accordance with the customary professional standards prevailing for the type of work performed by professionally trained T2 Systems personnel or subcontractors. T2



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Systems will provide warranty services in accordance with the Fixed-Mobile LPR Warranty document attached hereto as Appendix C.

11. TERMINATION.

- (a) Either party may terminate this Addendum without cause by written notice to the other party, which termination shall be effective as of the last day of the calendar month following the month in which notice of termination is received. Customer shall be liable for the remainder of the unpaid balance of the current annual Software subscription fee for that year and such fees shall, at T2 System's option, become immediately due and payable;
- (b) Either party may terminate this Addendum if the other party breaches any material obligation under this Addendum, and fails to remedy such breach with thirty (30) days of receipt of notice from the non-breaching party;
- (c) Without limiting the foregoing, either Party may terminate this Addendum on the same basis as set forth in Section 12(d) of the Agreement.

12. ENTIRE AGREEMENT. This Addendum (including all Appendices and Quote(s)) and the Agreement comprise the entire understanding and agreement between parties regarding the Fixed-Mobile LPR solution and supersedes all prior written and oral agreements, purchase orders, representations, understandings, promises, descriptions, or other communications between the parties regarding the Fixed-Mobile LPR solution.

Executed this ____ day of January, 2021.

T2 SYSTEMS, INC.

CITY OF CLEARWATER

Per: _____

Per: _____

Name: Joe Weiler

Name: _____

Title: VP, Sales Operations

Title: _____



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APPENDIX A
SCOPE OF WORK

STATEMENT OF WORK

City of Clearwater, Florida

Sales Manager	<u>Shawndrée Billingsley</u>	Sales Engineer	
Created Date	<u>11/23/2021</u>	SOW Expiration Date	<u>01/21/2022</u>
Customer Number	<u>4080</u>	Referenced Quote Number	Q-21367



INTRODUCTION

T2 Systems, Inc. (T2) has been engaged to partner with City of Clearwater, Florida ("Customer"), to implement Mobile LPR ("Solution"). This Statement of Work (SOW) outlines the general scope, level of effort, and associated responsibilities required to implement the quoted Solution. The active participation by both T2 and Customer project teams is crucial to the process, as deliverables are time sensitive and require task coordination and completion by multiple resources.

Project Term

The parties anticipate that T2's Services will begin on April 1, 2022 ("Start Date") and the parties estimate that services will be completed by July 1, 2022 ("End Date"). The Start Date or End Date are only valid if this document is executed by Expiration Date on the cover page. The project timelines may be extended due to delays in executing this SOW, availability of required Hardware and Software, availability of Customer or T2 personnel, fulfillment of Customer responsibilities or changes to the project scope or functional specification.

In addition, any schedule or scope changes due to the Customer not meeting the agreed deliverables will initiate the Change Management process described below and may result in additional fees.

Project Overview

T2, is pleased to provide the SOW as part of this fixed bid estimate. T2 will agree on a timeline based on the project deliverables found within the Scope Statement addendum to this SOW. During the project T2 will take reasonable endeavors to incorporate any requests from the Customer during the project. Customer recognizes that such requests may alter the estimates provided and any requests that are outside of the scope of what is discussed in the requirements sessions will be proposed as a change order. Both parties will endeavor to manage the use of each other's time in the most effective way.

This Statement of Work, along with the scope statement appendices covers what was documented and agreed to be implemented during the sales process. It does not cover perceptions or assumptions based on conversations, written or solution demonstrations that took place outside of the process.

Project Management

T2 and Customer will each appoint a Project Manager, prior to beginning any portion of the services covered under this SOW, who will be responsible for T2's project management responsibilities. The Project Managers will work with internal T2 and Customer resources to review project scope, resources, timelines and deliver the project scope outlined in this SOW. The T2 Project Manager will be the Customer's single point of contact and manage all activities on the project, and alternatively the Customer Project Manager will be the main point of contact for T2 resources.

T2 Responsibilities

1. Provide appropriate knowledge transfer and guidance such that Customer can effectively carry out your project responsibilities.
2. T2 Systems will work with Customer to design an initial project plan. T2 will be responsible to manage and maintain the T2 project plan and communicate major milestones.
3. Provide initial and ongoing documentation from any required design workshops, testing scripts, implementation guidelines, and other project collateral necessary to implement and support the product.



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4. Management of all required T2 Systems resources allocated and tasks assigned to the project.
5. T2 Systems will be responsible for writing and distributing documentation specific to Customer's implementation and business processes as they relate to the Solution.
6. Additional tasks and responsibilities as outlined in the scope addendum.

Customer Responsibilities

1. Communicate business processes to T2 Systems during requirement workshops.
2. Provide an adequate project team and access to all necessary personnel including but not limited to end users, Directors, Managers, IT staff, and other Stakeholders.
3. Follow and adhere to T2 implementation methodology.
4. Provide expertise on any existing systems and infrastructure to facilitate easy creation and modifications.
5. Manage and maintain their internal project plan. T2 will work with Customer to design an initial unified project plan.
6. Maintain documentation generated from this project.
7. In a reasonable and timely manner, complete any acceptance testing and formal deliverable sign-off.
8. Assist in writing of any required acceptance testing scripts and plans.
9. Complete on-demand training classes available in the Training section of the T2 Online Community.
10. Additional tasks and responsibilities as outlined in the scope addendum.

Project Assumptions

- Customer will be responsible to manage and maintain your own internal project plan and adhere to mutually accepted project deliverables and deadlines. The project timelines, deliverables, and scope may be adjusted if the Customer fails to meet or requests changes to these requirements. As a result, the Change Management process will be initiated, which may result in additional costs and reengagement fees.
- Software configuration requirements will primarily be discussed and implemented remotely via web meetings and conference calls. All post-deployment support will be performed remotely, unless additional on-site support is defined and agreed to in the contract and as part of this Statement of Work and supporting documents.
- Any changes to core Solution functionality identified during the implementation will go through a software change request process for requesting T2 custom development quote, which may impact project timeline. If approved, any new custom development functionality will be addressed through the Change Management process.
- All attempts will be made by both Customer and T2 to continue under the original scope of the project as defined in this Statement of Work and supporting documents.

Change Management Process

The Change Management Process covers changes to the Project including scope, schedule, and deliverables during the project timeline covered by this SOW. In the event that either party identifies a requirement out of scope or an approach to a requirement that is greater than the originally planned scope, the issue should be raised to the Project Managers to determine if:

- The requirement is a simple change and falls within the current plan, but may impact a change to timeline or priority
- The requirement is significant enough to warrant a de-scoping of other requirement(s) in exchange for the newly identified requirement
- The requirement is both critical and significant enough to result in a Change Order

In all cases, any change to a requirement will be documented in a Change Order. The Change Order will describe the change, the reason for the change, impacts to the planned scope, timeline and/or resources and will be subject to financial penalties and additional fees for the documented Change Request.

In the event that the scope changes, the Customer will be notified in advance and must provide written approval



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(via a signed Change Order) to proceed. Change Orders will be invoiced based on the payment terms described in this Change Order. The new scope will not proceed until the Change Order is executed.

Travel & Expenses

Reasonable travel and out-of-pocket expenses will be invoiced separately (including state sales tax). Any travel that is required beyond that specified in the Quote will require written approval from the Customer, and such travel will be invoiced accordingly. If no travel expenses have been included as part of this Statement of Work any requested or needed travel will require written approval from the Customer's project's Executive Sponsors or Project Manager before scheduling.

Standard Billing Terms

The following billing schedule will be used for the Solution payment including travel & expenses as identified on the Quote.

Genetec LPR Billing Terms:

- **Total value of milestone billing applicable subscriptions, hardware, services, and shipping**
= \$167,597.39
 - **50% of subscriptions, hardware, services, and shipping will be invoiced at the time booking**
= \$83,798.70
 - **40% of subscriptions, hardware, services, and shipping will be invoiced at the completion of 3rd party work**
= \$67,038.96
 - **Final 10% of subscriptions, hardware, services, and shipping will be invoiced at full project completion and Customer acceptance including any balance remaining**
= \$16,759.74
 - **Travel is invoiced on actuals upon project completion**



T2/UPSAFETY SCOPE OF WORK

Purpose

This scope of work will include the installation of AutoVu Mobile License Plate (LPR) system, along with United Public Safety ("T2/UPsafety"), wholly owned by T2 Systems. AutoVu LPR Integration is designed to allow permit and scofflaw data to be transmitted to AutoVu servers. This data is then used by the AutoVu Patroller application to determine which plates should be returned as hits to be enforced. Once a hit is enforced in Patroller, the officer in the vehicle is notified and can issue a ticket. A copy of the ticket is printed and is also sent to the UPsafety Cloud backend application. This document provides the standard configuration and setup of this interface. Any deviations from this may require additional development and/or cost.

Required Information Provided by Customer

The following information must be provided to T2/UPsafety before the engagement begins in order to ensure a successful implementation:

- 1) An identified resource that will be the main contact and will support all aspects of the project, including answering questions, completing testing, and providing signoff of the working equipment and interfaces.
- 2) An identified resource that will be the owner of this interface once it is live.
- 3) T2 Subcontractor assumes that the Customer will provide access to an internal IT representative for data connection support.
- 4) Due to the nature of electronic equipment installations, T2/Subcontractor assumes that the Customer will provide up to 2 garage bays for the installation.
- 5) Customer needs to ensure proper amount of mounting space is available in each vehicle. If proper space is not available, T2/Subcontractor will work with the agency to relocate any equipment and will charge a base rate of \$75.00 per hour for this service with a minimum of 2 hours plus applicable travel and expenses.
- 6) A definition of the scofflaw list that will be exported from the UPsafety Cloud application to AutoVu and a schedule for how often to run this.
- 7) The permit database will be sent in real-time to Genetec. Customer must configure permit zones in the UPsafety Cloud that match the Parking Areas in AutoVu. If this is not possible, additional hours and cost may be necessary.

Services Description

Mobile LPR Installation

- 1) T2/Subcontractor will install the mobile AutoVu system in accordance with manufacturers recommended installation guidelines. When specifics for installation are not available from manufacturer, T2/Subcontractor will employ best practices for installation.
- 2) The Control unit will be mounted within the Customer's vehicles. The unit will require approximately 15"x20" of mounting space.
- 3) T2/Subcontractor will not be responsible for relocating equipment to make space available.
- 4) Cameras will be mounted in one of three configurations unless specified on the quote.
- 5) Network interface cable will be routed from the trunk along acceptable routes into the passenger



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compartment and then under trim along the passenger side of the vehicle to get to the Mobile Data Computer at the front of the vehicle.

- 6) All wiring/cabling will be routed through grommets when necessary and/or will be dressed appropriately when exposed. All electrical connections will be made using solder and heat shrink when applicable.
- 7) Power wiring will be routed according to best practices to a power distribution unit (PDU) either in the trunk or console. If connections are not available at the PDU or console, power wiring will be connected at the battery for 12V constant and ground and at the ignition harness for ignition sense.
- 8) Installation diagrams and specifics will be provided to the Customer during the closeout phase.
- 9) Training will be provided upon completion of installation hardware and of the back-end Security Center software.

Permit and Scofflaw Export Process Flow

Permit List

- 1) Permits are sold in UPSafety Cloud application.
- 2) License Plate and Permit Data is transferred from UPSafety Cloud to AutoVu.
- 3) The enforcement officer will drive through a parking facility and the cameras will read license plates. If the plate does not have a valid permit tied to it, AutoVu will notify the officer of the hit. The officer may then accept or reject the hit.
- 4) Once the officer enforces the hit, the Plate Information and License Plate and Context Images will be sent to the UPSafety mobile handheld enforcement devices.
- 5) The officer will fill in the ticket information and issue and print the ticket.
- 6) If the handheld device has an internet connection, the citation will be uploaded immediately to the UPSafety Cloud application via Web Services. If not, it will be uploaded along with the images as soon as an internet connection is re-established.

Scofflaw

- 1) Scofflaws are configured in the UPSafety Cloud application.
- 2) License Plate and Scofflaw Data is transferred from the UPSafety Cloud to AutoVu.
- 3) The enforcement officer will drive through a parking facility and the cameras will read license plates. If the plate appears on the Scofflaw, AutoVu will notify the officer of the hit. The officer may then accept or reject the hit.
- 4) Once the officer enforces the hit, the Plate Information and License Plate and Context Images will be sent to the UPSafety mobile handheld enforcement devices.
- 5) The officer will fill in the ticket information and issue and print the ticket.
- 6) If the handheld device has an internet connection in, the citation will be uploaded immediately to UPSafety Cloud via Web Services. If not, it will be uploaded along with the images as soon as an internet connection is re-established.

Deliverables

The following items will be delivered at completion of the SOW:

- Installation of **four (4)** total Mobile AutoVu License Plate recognition systems.



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- Installation of Security Center/AutoVu software on Hosted Server configured per Customer's requirements and tested per acceptance requirements.
- Permit and Scofflaw interfaces to AutoVu.
- Training for users and administrators.
- T2/Subcontractor's goal in developing curriculum for the Customer is to help ensure that PEO staff obtains the skills and competencies required to successfully deploy, operate, and manage an effective LPR program.
- Training will be designed in consultation with T2 Systems and Customer to ensure necessary knowledge to deliver an effective program.
- Training will be designed specifically for the parking solution being deployed.
- Training will consist of specialized instruction for mobile camera operations as well as the AutoVu Patroller and Security Center software.

Plan utilizes one (1) Video/LPR Engineer to install and configure the back-end software and provide user and administrative training after the installations. The installation plan anticipates use of one (1) Field Installation Technician to complete installation and testing of mobile and fixed equipment and software.

Support Services

Normal Business Hours

Normal business hours are Monday – Friday, 8:00 AM – 8:00 PM Eastern, excluding T2 Approved Holidays. The list of holidays is located in T2 Communities. Support for critical issues is available 24x7x365 via our emergency support process. See the section on case priority for more information on the emergency support process.

Changes in Case Priority

There may come a time when the employee working your case deems it necessary to change the priority of your case. For example, a support employee may upgrade the priority of your case based on new knowledge of business impact or additional degradation of service. A support employee may downgrade the priority of your case based on actual business impact or additional information about the case.

Supported Solutions

T2/UPsafety supports only the current and most recent previous versions of the UPsafety cloud and mobile handheld enforcement software. T2/UPsafety supports all hardware that is prior to its announced end-of-support date.

Expectations of Customer

In an effort to provide timely customer service to all customers, we ask that the customer opening the case remain responsive to communications throughout the life of the case. If communication from the customer remains delayed or the customer needs to postpone beyond the resolution targeted time period, the case owner will close the case, until timing is better for the customer and a new case can be reopened.

In hardware support scenarios involving customers who do not maintain a pool of hardware replacement spares, or who do not retain technical staff (qualified and equipped to troubleshoot hardware failures – with or without T2/UPsafety Remote support) ultimate resolution times will be extended. While T2 will support to identify the appropriate actions required to resolve a hardware issue within the SLA targets, ultimate resolution of Hardware issues will be dependent on availability of Field Service personnel (if needed), replacement parts and/or the turnaround time of repair facilities.

Authorization to Begin Work



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Delivery of Services is dependent upon receiving written authorization from the Customer. The signature below represents the Customer's approval for T2 to commence work on this project as currently defined, with an agreement to pay all fees incurred in the delivery of such work.

Signature

T2 Systems, Inc.	City of Clearwater, Florida
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:



T2 Systems - Confidential Quotation



For: City of Clearwater - FL
Quote ID: Q-21367
Date Issued: 11/23/2021
Expires: 2/21/2022

Bill To:
 City of Clearwater - FL
 PO Box 4748
 Clearwater, Florida 33758
 United States

Ship To:
 City of Clearwater Parking
 PO Box 4748
 Clearwater, FL 33758
 United States

Prepared By:
 Shawndrée Billingsley

Prepared For:
 Jeremy Alleshouse

Subscriptions

Product Name	Product Code	Base Unit Price	Quantity	Sales Price	Total
Genetec - LPR Managed Service One Patroller Connection (Year)					
Year 1	100.2810	USD 315.00	4.00	USD 315.00	USD 1,260.00
Year 2	100.2810	USD 315.00	4.00	USD 330.75	USD 1,323.00
Year 3	100.2810	USD 315.00	4.00	USD 347.29	USD 1,389.16
Genetec - LPR Managed Service 2.0 (Year)					
Year 1	100.2808	USD 3,780.00	1.00	USD 3,780.00	USD 3,780.00
Year 2	100.2808	USD 3,780.00	1.00	USD 3,969.00	USD 3,969.00
Year 3	100.2808	USD 3,780.00	1.00	USD 4,167.45	USD 4,167.45
Genetec - LPR T2 MEA - 1 Endpoint (Year)					
Year 1	100.3162	USD 500.00	1.00	USD 500.00	USD 500.00
Year 2	100.3162	USD 500.00	1.00	USD 525.00	USD 525.00
Year 3	100.3162	USD 500.00	1.00	USD 551.25	USD 551.25
Genetec - LPR Managed Service Upgrade to Pay-by-Plate Multi (Year)					
Year 1	100.2815	USD 300.00	1.00	USD 300.00	USD 300.00
Year 2	100.2815	USD 300.00	1.00	USD 315.00	USD 315.00
Year 3	100.2815	USD 300.00	1.00	USD 330.75	USD 330.75
ComSonics Preventative Maintenance					
Year 1	100.3459	USD 0.00	1.00	USD 3,950.00	USD 3,950.00
Year 2	100.3459	USD 0.00	1.00	USD 4,147.50	USD 4,147.50
Year 3	100.3459	USD 0.00	1.00	USD 4,354.88	USD 4,354.88
TOTAL:					USD 30,862.99



Services

Product Code	Product Name	Base Unit Price	Quantity	Sales Price	Total
100.2852	Genetec - LPR Mapping License Including Data For North America - Per Vehicle License	USD 500.00	4.00	USD 500.00	USD 2,000.00
100.2818	Genetec - LPR Permit Zone Configuration Svcs for Mobile City w/ or w/o Wheel Imagine Pkg	USD 1,100.00	1.00	USD 1,100.00	USD 1,100.00
100.2903	Genetec - LPR Mobile City Or University System Onsite Turn-Key Installation For 1 Vehicle	USD 4,500.00	4.00	USD 4,500.00	USD 18,000.00
100.2942	Genetec - LPR Au-K-Cxx- Adv Swap Warranty Svcs Upgr From Return/Repair-First Year Of Sale - OPTIONAL	USD 558.60	4.00	USD 558.60	USD 2,234.40
100.2391	T2/ComSonics LPR Integration Project Management	USD 7,000.00	1.00	USD 7,000.00	USD 7,000.00
TOTAL:					USD 30,334.40

Hardware

Product Code	Product Name	Base Unit Price	Quantity	Sales Price	Total
100.3150	Genetec - LPR SharpZ3 740nm City Kit	USD 19,950.00	4.00	USD 19,950.00	USD 79,800.00
100.2899	LPR Panasonic Toughpad Fz-G1 With Verizon LTE Complete Kit	USD 6,400.00	4.00	USD 6,400.00	USD 25,600.00
100.2020	Estimated Shipping	USD 1,000.00	1.00	USD 1,000.00	USD 1,000.00
TOTAL:					USD 106,400.00

Year 1 Total: USD 146,524.40

Year 2 Total: USD 10,279.50

Year 3 Total: USD 10,793.49

Net Total: USD 167,597.39

Tax Amount: USD 0.00

Tax Comments: N/A

Total: USD 167,597.39

Additional Information:

Freight Term: FOB-VEND-PP

End User: City of Clearwater - FL

GP Customer Number: 4080



Billing Terms

T2 Systems uses ComSonics for the integration, installation, and maintenance of this project, therefore, they are included in the contract. Work performed by non-Genetec trained technicians may void the factory warranty and could possibly affect the functionality and supportability of the LPR solution.

Ongoing software subscriptions and hosting fees are billed annually and payable on the anniversary of the software location activation date. Subscriptions and support shall be automatically renewed for an additional term of one year, effective immediately after the expiration of any then-current term, unless either T2 or Subscriber gives notice of non-renewal to the other at least sixty days in advance of the expiration of the then-current term.

Upon processing of order, invoice issuance for subscriptions, hardware, services, and shipping will be 50% at time of booking, 40% at completion of 3rd party work and 10% at project completion.

Travel is invoiced as incurred.

CS, RoVR and Permit Direct services are invoiced per transaction or per usage (minimum fees apply). Additional details to be provided in supporting documents.

Stand-alone Managed Services orders are invoiced 100% upon order processing.

Tax rate, if applicable, will be finalized for calculation at time of invoicing.

Invoices paid via credit card will incur a 2.5% convenience fee.

Purchase orders can be forwarded to purchaseorders@t2systems.com

Quote is developed in conjunction with the applicable Statement of Work, Scope document or Intake Form (if applicable). If any billing term language conflicts occur, Standard Billing Term section in Statement of Work document takes precedence.

Quote Number: Q-21367

PO Required?

IF "NO" IS SELECTED UNDER PO REQUIRED, CUSTOMER ACCEPTS RESPONSIBILITY TO PROCESS CONTRACT PAYMENT WITHOUT RECEIPT OF PURCHASE ORDER NUMBER.

Customer

Signature

Print Name

Title

Date

PO #





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**APPENDIX B
TESTING AND ACCEPTANCE**

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APPENDIX C FIXED-MOBILE LPR WARRANTY

Warranty.

T2 Systems warrants to Customer that for a period of twelve(12) months from the date of delivery, all Deliverables delivered on that date will: (a) be free from any defects in workmanship, material, and design; (b) conform to applicable specifications and other requirements specified by T2 Systems; (c) be fit for their intended purpose and operate as intended; (d) be merchantable; (e) be free and clear of all liens, security interests, or other encumbrances.

Return Materials Authorization (RMA) Process.

In the event that Customer experiences a malfunction with respect to the Hardware, Customer shall call T2 technical support in order to determine the cause of the malfunction. If T2 technical support determines that the Hardware does require service, the technician will instruct Customer as to the proper return procedure. A Return Material Authorization Number (RMA) must be obtained before product is returned. Customer shall return the damaged Hardware, together with a description of the malfunction, to T2 or other service location as directed by the T2 technician. Customer shall remove the Flash ROM or RAM cards prior to shipping the Hardware to the appropriate T2 service center.

Customer is responsible for all freight and insurance charges inbound to the service center. T2 Systems is responsible for all freight and insurance charges outbound from the service center. T2 Systems is not responsible for removal, installation, or any incidental expenses incurred in replacing the defective item.