

LEAGUE OF OREGON CITIES

MASTER PRICE AGREEMENT

This Master Price Agreement is effective as of the date of the last signature below (the "Effective Date") by and between the LEAGUE OF OREGON CITIES, an Oregon public corporation under ORS Chapter 190 ("LOC" or "Purchaser") and IPS Group Inc. ("Vendor").

RECITALS

WHEREAS, the Vendor is in the business of selling certain Electronic Road and Parking Management Systems, as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, through a solicitation for Electronic Road and Parking Management Systems the Vendor was awarded the opportunity to complete a Master Price Agreement with the LEAGUE OF OREGON CITIES as a result of its response to Request for Proposal No. 2455 for Electronic Road and Parking Management Systems; and

WHEREAS, the LEAGUE OF OREGON CITIES asserts that the solicitation and Request for Proposal meet Oregon public contracting requirements (ORS 279, 279A, 279B and 279C et. seq.); and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba Public Safety GPO, dba First Responder GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 "Agreement" shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal No. 2455 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

1.2 "Applicable Law(s)" shall mean all applicable federal, state, tribal, and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor's employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state, tribal or local law.

1.4 "Purchaser's Destination" shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.5 “Products and Services” shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.6 “Purchase Order” shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.7 “Unemployment Insurance” shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 “National Purchasing Partners” or “(NPP)” is a subsidiary of two nonprofit health care systems. The Government Division of NPP, hereinafter referred to as “NPPGov”, provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov’s membership includes participating public entities across North America.

1.9 “Lead Contracting Agency” shall mean the LEAGUE OF OREGON CITIES, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 “Participating Agencies” shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.6 and Attachment C herein. For purposes of cooperative procurement, “Participating Agency” shall be considered “Purchaser” under the terms of this Agreement.

1.11 “Party” and “Parties” shall mean the Purchaser and Vendor individually and collectively as applicable.

ARTICLE 2 – AGREEMENT TO SELL

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may add additional products and services to the contract provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The Vendor retains authority to negotiate above and beyond the terms of this Agreement to meet the Purchaser or Vendor contract requirements.

2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

- (i) This Agreement;
- (ii) The RFP;
- (iii) Vendor's Proposal;

2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local, tribal, and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of the Vendor Administration Fee Agreement, Contract Number VA24310, with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of Products and Services offered under this Agreement that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See www.OregonRehabilitation.org/qrf for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon.

ARTICLE 3 – TERM AND TERMINATION

3.1 The initial contract term shall be for three (3) calendar years from the Effective Date of this Agreement ("Initial Term"). Upon termination of the original three (3) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods; (each a "Renewal Term"); provided, however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the Initial Term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other Party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, Public Safety GPO, First Responder GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor's Proposal (Attachment D) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and F, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("Incidental Expenses").

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the Parties as to the payment of shipping/delivery costs, and subject to Attachments A, D, and F herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.8 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

ARTICLE 5 – INSURANCE

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts

generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours' notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this Agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty days (30 days) prior written notice to the Lead Contracting Agency.

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees, members and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years.

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION

WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of Products and Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

ARTICLE 7 – WARRANTIES

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

ARTICLE 8 - INSPECTION AND REJECTION

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 9 – SUBSTITUTIONS

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

ARTICLE 10 - COMPLIANCE WITH LAWS

10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

ARTICLE 12 - RIGHT TO AUDIT

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

ARTICLE 13 - REMEDIES

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under Applicable Law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 14 - RELATIONSHIP OF PARTIES

Vendor is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venture of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

ARTICLE 15 - NOTICES

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:

LEAGUE OF OREGON CITIES
1201 Court St. NE
Suite 200
Salem OR 97301
ATTN: Kevin Toon
Email: rfp@ORCities.org

If to Vendor:

IPS Group
7737 Kenamar Court
San Diego CA 92121
ATTN: Russell Robinson
Email: Russell.Robinson@ipsgroup.com

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

ARTICLE 16 - FORCE MAJEURE

Except for Purchaser's obligation to pay for Products and Services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

ARTICLE 17 - WAIVER

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

ARTICLE 18 - PARTIES BOUND; ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed.

ARTICLE 19 - SEVERABILITY

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT

20.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. If such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

20.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

ARTICLE 21 - HEADINGS

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

ARTICLE 22 - MODIFICATIONS

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

ARTICLE 23 - GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

[Signature page to follow]

ARTICLE 24 - COUNTERPARTS

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:

Signed by:
Signature: Patricia M. Mulvihill
0BD4F25C35F54D0...

Printed Name: Patricia M. Mulvihill

Title: Executive Director
LEAGUE OF OREGON CITIES

Dated: October 3, 2024 | 7:37 PM PDT

VENDOR:

DocuSigned by:
Signature: Brian Webber
2072FEB751A8429...

Printed Name: Brian webber

Title: General Counsel
IPS Group Inc.

Dated: October 3, 2024 | 4:57 PM PDT

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

SINGLE-SPACE AND SENSORS

CAPITAL AND ONGOING COSTS

M5™ Capital Costs	New	Factory Certified*
M7™ IPS Credit Card-Enabled Single-Space Meter (12-month warranty, NFC contactless, RFID tag)	\$575.00	N/A
M5™ IPS Credit Card-Enabled Single-Space Meter (12-month warranty, NFC contactless, RFID tag) Quantity 0-500	\$535.00	\$395.00
M5™ IPS Credit Card-Enabled Single-Space Meter (12-month warranty, NFC contactless, RFID tag) Quantity 501-1000	\$525.00	\$375.00
M5™ IPS Credit Card-Enabled Single-Space Meter (12-month warranty, NFC contactless, RFID tag) Quantity 1000+	\$515.00	\$355.00
Optional: Add BLE capability	\$65.00	\$65.00
Shipping (Ex Works – to be quoted based on ship to zip code)	TBQ	TBQ
Installation (to be quoted based on scope)	TBQ	TBQ
Optional: Extended Warranty (12-month period)	\$50.00	\$60.00
Optional: Extended Warranty (48-month period)	\$170.00	\$200.00

M5™ / M7™ Ongoing Fees	Option 1	Option 2
Secure Wireless Gateway/Data Fee and Meter Management System Software License Fee (per meter per month)	\$6.60	\$9.00
Secure Credit Card Gateway Fee (per transaction)	\$0.13	\$0.07
Optional: Merchant Processing Fees (per transaction)	To be quoted based on volume	
Optional: API or Data Integration Services	To be quoted based on the need	

VEHICLE DETECTION SENSORS CAPITAL AND ONGOING COSTS

Vehicle Detection Sensors Capital Costs	Price per unit
Dome Mount Vehicle Detection Sensors (includes 12-month warranty)	\$295.00
Shipping (Ex Works – to be quoted based on ship to zip code)	TBQ
Installation (to be quoted based on scope)	TBQ

Vehicle Detection Sensors Ongoing Costs	Cost per space per month
Management System/Base Data Fee	\$3.50
Optional: Real Time Reporting Fee	\$3.00

SPARE PARTS

M5™ Spare Part Pricing	M5™
Single Space Electronic Meter Mechanism	\$535.00
Card Entry Keypad Assy	\$65.00
Hybrid Card Reader	\$75.00
Coin Validator	\$95.00
Complete Top Cover (with Lexan insert)	\$85.00
Lexan for Top Cover	\$25.00
Coin Entry Slot	\$2.00
M5 Battery Pack (H3)	\$49.00
M5 Battery Pack (H5) (available on the 147/247 models only)	\$60.00
Solar Panel / Communications Board	\$185.00
Main Board	\$185.00
Display Board	\$125.00
Display Board with NFC	\$145.00
BLE Beacon Upgrade	\$65.00
RFID Tag	\$10.00
MK5 Batter Charger (daisy chain charging unit)	\$125.00
Card Reader Cleaning Card featuring Waffletechnology® (40) per box	\$54.00

Sensor Spare Part Pricing	In-Dome	Pole
IPS vehicle detection sensor	\$295.00	\$295.00
Battery Replacement (per D-cell)	\$20.00	\$20.00

NOTE: This pricing is FOB, IPS Group, San Diego, CA. Sales taxes and shipping charges will be added to the final invoice. IPS shall have the right to adjust Agreement pricing due to increases in Inflation as published by the US Bureau of Labor Statistics for All Items Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average compounded annually.

**Factory Certified meters are previously owned or trial meters but 100% inspected by IPS factory and carry standard 12-month warranty.*

MULTI-SPACE METERS

Multi-Space	Price Per Unit
IPS MS3™ Multi-Space Pay Station – Pay and Display, Pay-by-Space, or Pay-by-Plate (Color Display, Card and Coin, Solar powered, NFC. Includes 12-month warranty) Quantity 0-50	\$6,950.00
IPS MS3™ Multi-Space Pay Station – Pay and Display, Pay-by-Space, or Pay-by-Plate (Color Display, Card and Coin, Solar powered, NFC. Includes 12-month warranty) Quantity 51-125	\$6,450.00

IPS MS3™ Multi-Space Pay Station – Pay and Display, Pay-by-Space, or Pay-by-Plate (Color Display, Card and Coin, Solar powered, NFC. Includes 12-month warranty) Quantity 126+	\$5,850.00
IPS Upgrade Kit Pay Station – Pay and Display, Pay-by-Space, or Pay-by-Plate (Solar powered, Includes 12-month warranty)	\$2,950.00
Shipping and Installation (per unit) – During normal business hours. (Ex Works –to be quoted based on ship to zip code and final scope of work. Concrete work is not included)	TBQ
Optional: Contactless Card Reader (NFC)	Included
Optional: AC Power Upgrade Kit	\$150.00
Optional: Add for Bill Note Acceptor (BNA) and 1 Stacker	\$1,500.00
Optional: Additional Coin Box	\$195.00
Optional: Additional BNA Stacker	\$255.00
Optional: MS3™ Extended Parts Warranty (per 12-month period)	\$395.00

Multi-Space Ongoing Costs	On-Street	Off-Street
Secure Wireless Gateway/Data Fee and Meter Management System Software License Fee (per meter per month)	\$55.00	\$25.00 / \$55.00
Secure Credit Card Gateway Fee (per transaction)	Included	\$0.13 / \$0.07
Optional: Merchant Processing Fees (per transaction)	To be quoted based on volume	
Optional: API or Data Integration Services	To be quoted based on need	

NOTE: This pricing is FOB, IPS Group, San Diego, CA. Sales taxes and shipping charges will be added to the final invoice. IPS shall have the right to adjust Agreement pricing due to increases in Inflation as published by the US Bureau of Labor Statistics for All Items Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average compounded annually.

SPARE PARTS

MS1™ & MS3™ Spare Parts	Price Per Unit: MS3™
Standard Card Reader Assembly	\$149.00
Coin Validator Assembly	\$99.00
Solar Panel Replacement Kit	\$895.00
Main Operating Board	\$995.00
4G wireless modem assembly	\$270.00
LCD Display only (color)	1,100.00
Armored Display Glass	\$135.00
Thermal Printer	\$950.00
6-key Horizontal Keypad	\$85.00

Pay-by-Space Keypad Assembly	\$195.00
Pay-by-Plate Alphanumeric Keypad Assembly	\$275.00
Coin Shutter	\$195.00
Contactless Payment Reader (NFC)	\$735.00
Battery 72Ah (rechargeable)	\$485.00
Additional Large Coin Canister	\$195.00
Additional Small Coin Canister	\$105.00
Standard Paper Rolls (standard) approx 2000 3" tickets (.0045" thick)	\$32.00
Sticky Back Paper Rolls approx. 2400 2.75" tickets (.004" thick)	\$35.00
Bill Note Acceptor Assembly (with 600 note stacker)*	\$1,500.00
Additional 600 note stacker cartridge*	\$255.00

NOTE: This pricing is FOB, IPS Group, San Diego, CA. Sales taxes and shipping charges will be added to the final invoice. IPS shall have the right to adjust Agreement pricing due to increases in Inflation as published by the US Bureau of Labor Statistics for All Items Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average compounded annually.

METER HOUSINGS & COLLECTION EQUIPMENT

METER HOUSINGS & ACCESSORIES

Product/Service	Price per unit
IPS Zinc top over Iron Vault-M90 style (large vault, std. IPS locks, black/grey color)	\$275.00
IPS All Iron -M95 style (large vault, std. IPS locks, black/grey color)	\$275.00
High Capacity Coin Can with IPS locks (holds approx. \$65-fits M90 or M95 style housings)	\$50.00
Small Capacity Coin Can with IPS locks (holds approx. \$45)	\$35.00
Standard IPS Locks	\$25.00
Standard IPS Keys	\$15.00
Yoke Assembly (Twin Mounting Adapter) std. black color (add \$15 if new mounting hardware is required)	\$85.00
Meter Poles (Schedule 40 -2" ID -Galvanized)	\$55.00
Vintage Sleeve – std. black color	\$55.00
Vintage Base- std. black color	\$65.00
Collar for Vintage Sleeve – std. black color	\$35.00
Medeco/Abloy Mechanical Lock (lock only)	\$55.00
Medeco E-Lock (lock only) (NOTE: additional Medeco e-lock accessories require separate quote)	\$195.00

Shipping and Installation (per unit) – During normal business hours. (Ex Works –to be quoted based on final scope of work.	TBQ
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COLLECTION SYSTEMS & ACCESSORIES

Product/Service	Price per unit
Collection Cart Only (standard)	\$500.00
Collection Cart Only (with enhanced suspension)	\$795.00
Standard Collection Head	\$500.00
Coin Collection Canister - Steel or Aluminum	\$500.00

NOTE: This pricing is FOB, IPS Group, San Diego, CA. Sales taxes and shipping charges will be added to the final invoice. IPS shall have the right to adjust Agreement pricing due to increases in Inflation as published by the US Bureau of Labor Statistics for All Items Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average compounded annually.

REPLACEMENT PARTS & REPAIR SERVICES

Product/Service	Price per unit
Single Space M3™ Non-Warranty repair work (includes parts/labor)	N/A
Single Space M5™ Non-Warranty repair work (includes parts/labor)	\$115.00 + shipping
Single Space M7™ Non-Warranty repair work (includes parts/labor)	\$125.00 + shipping
Multi-Space MS1™ / MS3™ Non-Warranty repair work	To be quoted
On-site technical services: shall be quoted to include labor, travel costs, accommodation, car rental, and per diem costs. Spare Parts shall be quoted and added to final costs based on the identified needs.	\$1,125/day + parts
Shipping costs for any of the above shall be added to the final invoice	TBQ

NOTE: This pricing is FOB, IPS Group, San Diego, CA. Sales taxes and shipping charges will be added to the final invoice. IPS shall have the right to adjust Agreement pricing due to increases in Inflation as published by the US Bureau of Labor Statistics for All Items Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average compounded annually.

ON-SITE MAINTENANCE SERVICES

IPS can offer on-site technician services either part-time or on a full-time basis. The costs of the services are outlined below:

Item	Units	Unit Price
Part-Time IPS Technician	Per day	\$1,125.00 per technician
Full-Time IPS Technician	Per month	TBQ is based on the scope of services. Would be inclusive of technician and IPS vehicle.

COUPON SMARTER

Product/Service	Price per unit
CouponSmarter for MSM's	\$5.00 per meter / month
CouponSmarter for SSPM's	\$0.50 per meter / month
Minimum Monthly Charge	\$100.00

MOBILE PAYMENTS

PARK SMARTER™ & TEXT-TO-PAY™ MOBILE PAYMENT SOLUTION

Per Transaction Fees	Fees
Secure Credit Card Gateway / Convenience Fee (per transaction)*	\$0.35
Optional: Pushing Time to Meter	\$0.10
Optional: Merchant Processing Fees (per transaction)	TBQ

***Per transaction fees:** IPS shall charge a user convenience fee described above, which shall be deposited with the client and invoiced monthly. Alternatively, IPS can quote a combination of fees plus merchant fees that can be paid directly from the merchant account.

Preferred Card Processing Rates: Using our own payment provider IPS can provide preferred pricing for small-ticket mobile payment merchant processing. Quotes for this service are available upon request

Product/Service	Price per unit
Mobile payment decals for SSPM (Front/Back)	\$4.50
Mobile payment decals for SSPM (Side)	\$3.95
Mobile payment decals for MSM	\$14.95
Decal Shipping	TBQ
On-site Setup and Installation	see below
Additional signage or scope of work to be quoted upon request	TBQ

On-site setup: IPS shall provide the client with instructions on how to set up / install decals in support of the PARK SMARTER™ mobile payment application. However, IPS will send staff to provide installation and setup services. The costs for these services will be based on the costs of travel, rental car, hotel, and per diem expenses and will be added to the setup invoice at the completion of the service.

IMPLEMENTATION WITH 3RD PARTIES

Product/Service	Price per unit
Implementation with 3 rd party for enforcement	TBQ
Customizations	\$200/hr

Implementation: IPS shall integrate with 3rd party enforcement software or IPS can provide the client with IPS enforcement software at prices not included in this proposal. Any client designated 3rd party that charges IPS for integration services will be passed along to the client.

NOTE: This pricing is FOB, IPS Group, San Diego, CA. Sales taxes and shipping charges will be added to the final invoice. IPS shall have the right to adjust Agreement pricing due to increases in Inflation as published by the US Bureau of Labor Statistics for All Items Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average compounded annually.

ENFORCEMENT/PERMITTING SYSTEMS

The IPS Mobile Enforcement Application is available on both Android and iOS operating systems. IPS can also utilize existing Android and/or iOS devices or supply new ones as presented below.

HANDHELD DEVICE AND HARDWARE

2-Piece Lease Package Option	Platinum
2-piece Android or iOS Smart Device with 3” Bluetooth Printer	X
Mobile Enforcement Application	X
Remote Management Suite	X
Comprehensive Phone Support	X
General Maintenance	X
Mobile Data Plan	X
Installation and Training	X
Ruggedized Case	X

Contract Number: PS24310

Warranty	36 months
Lease Pricing (per device/month)	\$260.00

1-Piece Handheld Purchase Option	Unit Price
XF 1-Piece Integrated Handheld with Printer <i>*Includes battery, hand strap, and docking station.</i> <i>*Android device and data plan are not included. Customer must provide a Samsung S23U device.</i>	\$2,250.00
Spare Battery	\$165.00
Carrying Case	\$50.00
Shoulder Strap	\$35.00
Optional: Barcode Scanner	\$575.00
Optional: 3-Year Warranty	\$550.00

2-Piece Handheld Purchase Option	Unit Price
Samsung Smart Device with ruggedized case and charger	\$1,495.00
iPhone with ruggedized case and charger	\$1,495.00
3" Bluetooth Printer with charger and belt clip	\$995.00
Optional: 3-Year Handheld Warranty	\$300.00
Optional: 3-Year Printer Warranty	\$300.00

*The model of the smart device and/or printer will be provided at time of ordering and is subject to change based on availability.

*All smart phone purchases require the purchase of a mobile data plan from IPS.

Citation Paper	Units	Unit Price
Citation Paper Template Setup (One-time fee)	Per template/color	\$75.00
Mobile Citation Paper	Per roll	To Be Quoted

Point-of-Sale Cashiering Hardware	Unit Price
Zebra EVM Barcode Scanner	\$849.95
Vasario APG Cash Drawer	\$349.00
Epson Multifunction Receipt Printer	\$1,525.00
Stripe Credit Card Terminal	\$365.00

Citation paper roll pricing is subject to final volume, approval of artwork design, and layout. All hardware and paper pricing is valid for 30 days and is subject to change based on availability. Pricing does not include any applicable shipping or sales tax.

ENFORCEMENT MANAGEMENT SYSTEM AND CITATION PROCESSING SERVICES

Enforcement Management System	Units	Unit Price
One Time Setup & Configuration	Per Unit	\$5,000 - \$10,000
Extended Project Management <i>*Free for the first 90 days, then charged monthly until implementation is live.</i>	Per Month	\$5,000.00
Data Conversion from Existing Citation Management System	One-Time	\$2,500.00
Third Party Integration One-Time Setup	Per Integration	\$1,500.00
Enforcement Management System Ongoing Fee	Per citation	\$1.50 per citation or \$1,750.00 per month, whichever is greater
Handheld Device Mobile Data Plan (Voice/Text not included)	Per unit/Per month	\$55.00
Handheld Device License & Support	Per unit/Per month	\$55.00
Manual Citation Entry Fee	Per unit	\$1.50
Registered Owner Acquisition*	Per unit	\$1.25
Delinquent Notice Processing & Mailing (Includes postage)	Per unit	\$1.25
Certified Letters	Per letter	\$12.50
Additional Letters and Correspondence (Includes postage)	Per letter	\$1.25
Third Party Integration Ongoing Maintenance & Support	Per integration/month	\$75.00
Online & IVR Secure Credit Card Gateway Fee <i>*Can be charged to the public</i> <i>*Assumes the use of the client merchant account</i>	Per citation	\$3.50
Optional: IPS Merchant Hosting Fee <i>*Can be charged to the public</i>	Per transaction	\$3.50 + Interchange Fees
Estimated Travel Expenses for Installation	Per trip	\$2,000.00
On-site training and installation	Per day	\$600.00
Remote training and installation	Per unit	INCLUDED

**Registered owner acquisition fees subject to change based on local DMV rates and access to Nlets data (ORI required).*

IVR & LOCKBOX SERVICES

Enforcement Management System	Units	Unit Price
IVR Setup & Configuration	One-Time	\$1,500.00
IVR Ongoing Maintenance & Support	Per month	\$250.00
IVR Record & Store Calls (Optional)	Per call	\$0.50
IVR Call Transcription (Optional)	Per call	\$1.00
Lockbox Setup & Configuration	One-Time	\$750.00

Lockbox Operations	Per month	\$95.00
Lockbox Mail-in Payments	Per unit	\$1.50

DELINQUENT COLLECTION SERVICES

Collections	Units	Unit Price
Advanced/Delinquent Collections	% of amount collected	35% of amount collected

PUBLIC CUSTOMER 24 HOUR CALL CENTER

Call Center Services	Units	Unit Price
Cost Per Minute	Per minute	\$1.10

PERMIT MANAGEMENT SYSTEM

Item	Units	Unit Price
Setup & Configuration	One-time	\$5,000 - \$10,000
Extended Project Management <i>*Free for the first 90 days, then charged monthly until implementatnoi is live.</i>	Per Month	\$5,000.00
Permit Management System Ongoing Cost	Per Permit	\$2.00
Permit Fulfillment	Per unit	\$3.00
Physical Permit Stock (Hangtags/Stickers)	Per unit	TBQ
Additional Letters and Correspondence (Includes postage)	Per Letter	\$1.25
Third Party Integration Setup	One-time	\$1,500.00
Third Party Integration Ongoing Maintenance & Support	Per integration/month	\$75.00
Online Secure Credit Card Gateway Fee <i>*Can be charged to the public</i> <i>*Assumes the use of the client merchant account</i>	Per permit	\$3.50
Optional: IPS Merchant Hosting Fee <i>*Can be charged to the public</i>	Per transaction	\$3.50 + Interchange Fees

VALIDATION SYSTEM

Item	Units	Unit Price
Setup & Configuration	One-time	\$2,500.00
Validation Program Ongoing Cost	Per Validation	\$0.50

CURBSIDE RESERVATION SYSTEM

Item	Units	Unit Price
Setup & Configuration	One-time	\$2,500.00
Curbside Reservation Ongoing Cost	Per Reserved Space Per Day	\$1.00

Credit Card Gateway Fee *Can be charged to the public *Assumes the use of the client merchant account	Per transaction	\$3.50
Optional: IPS Merchant Hosting Fee *Can be charged to the public	Per transaction	3.50 + Interchange Fees

NOTE: This pricing is FOB, IPS Group, San Diego, CA. Sales taxes and shipping charges will be added to the final invoice. IPS shall have the right to adjust Agreement pricing due to increases in Inflation as published by the US Bureau of Labor Statistics for All Items Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average compounded annually.

Mobile License Plate Recognition

NOTE: Sample System is based on Vigilant Solutions system. For more custom quotes or to provide comparable Genetec LPR system or other 3rd party system, IPS can provide additional customized quotes upon request.

Items	Units	MSRP	NCPA Price
2-Camera Mobile LPR System, Includes: <ul style="list-style-type: none"> • (2) Mobile LPR Cameras w/Cables • (2) Camera Mounting Brackets • (1) In-Vehicle Processor • (1) Touch Screen Tablet • (1) Tablet Mount & Docking Station • (2) Camera License Keys • System Start-up & Commissioning • Extended Warranty 	Per System	\$45,500.00	\$39,995.00
Camera License Key (Year 1 Included in System Package Above)	Per Camera/Per Year	\$625.00	\$550.00
Parking Toolkit	Per System/Per Year	\$1,250.00	\$1,050.00
Third Party Integration	Per Client/Per Year	\$1,250.00	\$1,050.00
On-Site Installation & Travel	Per System	TBQ	TBQ
Shipping	Per System	TBQ	TBQ

NOTE: The pricing contained in this document does not include any applicable state or local taxes that are required to be paid by the City currently or in the future. This pricing is FOB, IPS Group, San Diego, CA. Sales taxes and shipping charges will be added to the final invoice. IPS shall have the right to adjust Agreement pricing due to increases in Inflation as published by the US Bureau of Labor Statistics for All Items Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average compounded annually.

ADDITIONAL SCOPE AND ALTERNATIVE PRICING MODELS

Item	Units	Unit Price
All-Inclusive or Per Ticket Pricing Options for Enforcement and Permitting Solutions *	Per unit	TBQ
Customizations and development outside original scope of work	Per hour	\$200.00

**Quote to be provided based on number of tickets/permits issued, handhelds required, and other client information.*

CITY MARKETING SERVICES

For a standard to a full-agency experience, please choose from our tiered packages below. All marketing collateral/art files will be sent electronically.

BASIC PACKAGE	DELUXE PACKAGE	PREMIUM PACKAGE
Standard Website— City Hosted (HTML File)	Custom Website— IPS Hosted (+ Web Hosting)	Custom Website — IPS Hosted (+ Web Hosting)
Choose One: Standard Tri-Fold or a Standard Poster	Custom Trifold	Custom Trifold*
How-to-use Video (Embed Code)	Custom Poster	Custom Poster*
1 Round of Revisions	Road or Garage Sign Design	Road or Garage Sign Design
	Generic Press Release	Custom Press Release
	Mini Postcard	Mini Postcard*
	Tent Card	Tent Card*
	How-to-Use Video (Embed Code)	Window Cling*
	Up to 2 Rounds of Revisions	Additional Outdoor Sign Design
		Promotional Landing Page
		Eblast for your Database
		1 Design for Promo Item
		Custom Intro on How-to-Use Video (+ Embed Code)
		Up to 4 Social Media Posts
		Up to 4 Rounds of Revisions
Customer Cost: \$0.00	Customer Cost: \$5,000 (+ \$100/mo. web hosting fee)	Customer Cost: \$9,500 (+ \$100/mo. web hosting fee)

*Printing & shipping will be quoted separately. Prices above are subject to change. Customized programs beyond the scope of standard packages will be priced accordingly. À la carte services will be quoted separately. Additional edit rounds will be billed at \$100/hr. For more information, please contact us.

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

ATTACHMENT B

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL SELLER WARRANTIES

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

ATTACHMENT C

to Master Price Agreement by and between VENDOR and PURCHASER.

PARTICIPATING AGENCIES

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is directed to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, www.nppgov.com. The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder.

ATTACHMENT D

to Master Price Agreement by and between VENDOR and PURCHASER.

Vendor's Proposal

(The Vendor's Proposal is not attached hereto.)

(The Vendor's Proposal is incorporated by reference herein.)

ATTACHMENT E

to Master Price Agreement by and between VENDOR and PURCHASER.

Purchaser's Request for Proposal

(The Purchaser's Request for Proposal is not attached hereto.)

(The Purchaser's Request for Proposal is incorporated by reference herein.)

ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.

AGREEMENT TO PURCHASE PARKING TECHNOLOGY AND RELATED SERVICES

This Agreement To Purchase Parking Technology And Related Services ("Agreement") is made effective Insert Date (the "Effective Date"), by and between Insert Client a MUNICIPALITY (the "MUNICIPALITY"), and IPS GROUP, INC., a Pennsylvania corporation ("IPS"), with reference to the following:

RECITALS

- A. MUNICIPALITY is a duly organized and validly existing under the laws of the State of Insert State with the power to carry on its business as it is now being conducted under the statutes of the State of Insert State.
- B. IPS is a Pennsylvania corporation that is qualified to do business in the State of Insert State. IPS markets and supports a variety of parking technologies, hardware, software and related services.
- C. MUNICIPALITY and IPS desire to enter into this Agreement for IPS to deliver and install its parking technology hardware (the "Equipment") and related software services (the "Services", and collectively "Equipment and Services") to the MUNICIPALITY upon the terms and conditions set forth below. The Equipment and Services are described in Attachment A.

Now, therefore, the parties agree as follows:

TERMS AND CONDITIONS

1. Term of Agreement.

- 1.1. **Initial Term.** The term of the Agreement means the period from the Effective Date above and will be in effect for a period of five (5) years ("Initial Term").
- 1.2. **Option to Extend.** MUNICIPALITY shall have the option to extend the term of the Agreement for five (5) additional one (1) year increments, for a total period of ten (10) years. MUNICIPALITY shall notify IPS of its intention to exercise the option to extend the Agreement at least ninety (90) days prior to the end of each such term, absent which the term shall automatically renew for the next one (1) year period.

2. IPS Services.

- 2.1. **Scope of Services.** IPS agrees to diligently undertake, perform, and complete all of the services described in Attachment A as directed by the MUNICIPALITY. In the case of any conflict, the Terms and Conditions section of this Agreement shall supersede information contained in the Attachments or Exhibits contained herein.

3. MUNICIPALITY Services & Responsibilities. The MUNICIPALITY agrees to:

- 3.1. Make available to IPS any currently existing documents, data or information required for the performance of this Agreement, including any material updates therein.
- 3.2. Designate a representative authorized to act on behalf of the MUNICIPALITY.
- 3.3. Keep, at its own cost and expense, the Equipment in good repair, condition and working order, adhering to

any requirements for preventative maintenance.

- 3.4. Notify IPS of any need for customer service support or warranty repair work and will coordinate the return process with IPS.
- 3.5. Comply with applicable national, state, and local laws and regulations in any way relating to the possession or use of the Equipment and Services.

4. Equipment Delivery, Installation and Acceptance.

- 4.1. IPS shall deliver new, fully tested Equipment. No used or previously owned Equipment will be allowed unless otherwise agreed to in writing by the MUNICIPALITY.
- 4.2. Delivery and installation of all Equipment will take place during standard business hours.
- 4.3. Unless otherwise stated to the contrary, all prices for delivery of Equipment are FOB San Diego.
- 4.4. Unless otherwise notified in writing, the Equipment shall be deemed accepted by the MUNICIPALITY and to its satisfaction no later than ten (10) business days following completed installation or thirty (30) days following delivery, whichever occurs first.

5. Compensation

- 5.1. The MUNICIPALITY will compensate IPS for the IPS Equipment and Services, as set forth in Attachment B.
- 5.2. MUNICIPALITY further agrees to pay to IPS the amounts specified in Attachment B on a Net 30 basis from the date of invoice.
- 5.3. For any merchant accounts held by IPS for the benefit of the MUNICIPALITY, IPS shall be entitled to withhold any banking, interchange, gateway, convenience, service, merchant account, or other monthly fees when remitting a monthly net amount to the MUNICIPALITY.
- 5.4. Payment for the Equipment shall be due and paid upon delivery of each batch or invoiced line item of Equipment to the MUNICIPALITY.
- 5.5. MUNICIPALITY agrees to promptly notify IPS in writing of any dispute with any invoice, and those invoices for which no such notification is made within 10 business days after receipt of the respective invoice shall be deemed accepted by the MUNICIPALITY.
- 5.6. MUNICIPALITY shall pay interest on any invoices amounts which are unpaid after 45 days at a rate of 1.5% per month (18.0% per year, effective rate) and the maximum allowable by law, whichever is less, from the date such amounts become due. For amounts that are in excess of 90 days past due, MUNICIPALITY agrees to pay all costs incurred by IPS to collect any overdue amounts.
- 5.7. All pricing excludes any taxes that may be applicable to the MUNICIPALITY. Any applicable taxes will be added to invoices and will be paid by the MUNICIPALITY on submission of an invoice. Exemption from the payment of applicable taxes shall be provided by the MUNICIPALITY in writing. The MUNICIPALITY indemnifies IPS against any claim for payment of any such taxes.
- 5.8. IPS shall have the right to adjust Agreement pricing due to increases in Inflation as published by the US Bureau of Labor Statistics for All Items Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. MUNICIPALITY Average compounded annually. Such pricing adjustments shall require 30 days' prior notice.

6. Risk and Title.

- 6.1. If IPS is responsible in terms of this Agreement to deliver the Equipment to a site nominated by MUNICIPALITY, then IPS shall bear risk of loss of the Equipment, including any damage sustained during transportation to the delivery site. Risk in the Equipment shall pass to MUNICIPALITY upon delivery. Transfer of title to Equipment shall only pass to MUNICIPALITY upon full payment for the Equipment.

7. Warranties.

- 7.1. IPS shall provide a limited 12-month warranty on the Equipment as described in Attachment C, being the IPS Limited Warranty. Extended warranties are available for an additional fee.
- 7.2. IPS shall provide technical support via telephone Mondays through Fridays from 8:00 AM to 4:00 PM PST. IPS can provide on-site services at the MUNICIPALITY's request. Lead times and costs for such services will be provided at the time of the request. IPS shall ensure the availability of current manuals and shall provide all manuals for any future upgraded or new services to the MUNICIPALITY.
- 7.3. Wireless Coverage & Longevity: IPS does not operate a mobile wireless network but relies on third party carriers for this service. MUNICIPALITY agrees that it is not a 3rd party beneficiary from any agreements between IPS and its carrier partners, and as there is no direct contract between the MUNICIPALITY and the carrier for this Agreement, the wireless carrier shall have no liability of any kind created by this Agreement. Carriers from time to time may change coverage areas, wireless technology platforms or make other network changes that are not within the control of IPS. During the term of this Agreement, IPS shall provide the MUNICIPALITY the ability to upgrade or change carriers as needed, at the prices contained herein provided that the new carrier's rates to IPS are not increased, or at such prices as may be agreed. Any such change or upgrades shall be at the sole cost and discretion of the MUNICIPALITY.
- 7.4. IPS warrants that the software Services will substantially conform to the applicable scope of work. IPS does not warrant that the software Services will operate uninterrupted or error-free. IPS will use commercially reasonable efforts to deliver to the MUNICIPALITY software Services free from any viruses, programs, or programming devices designed to modify, delete, damage or disable the software Services or MUNICIPALITY data.
- 7.5. MUNICIPALITY warrants that it shall not share usernames or passwords to allow any 3rd party, including but not limited to consultants, agents, or any other individuals, to gain access to Equipment and Services of any kind without the written permission of IPS. MUNICIPALITY further agrees to not do anything that could potentially compromise the security of IPS Equipment and Services or use IPS Equipment and Services in any manner which could violate local, provincial, state or federal law.
- 7.6. THE WARRANTIES CONTAINED IN THE AGREEMENT DOCUMENTS ARE IPS'S SOLE AND EXCLUSIVE WARRANTIES. IPS AND ITS 3RD PARTY SUPPLIERS PROVIDE SOFTWARE SERVICES "AS IS". THE EXTENT OF IPS'S LIABILITY FOR A WARRANTY CLAIM IS LIMITED TO THE REPAIR OR REPLACEMENT OF THE DEFECTIVE EQUIPMENT OR DEFECTIVE SOFTWARE SERVICE. IPS DOES NOT PROVIDE ANY WARRANTY OF ANY KIND WITH REGARDS TO 3RD PARTY EQUIPMENT, WIRELESS COVERAGE OR SOFTWARE SERVICES, WHETHER SUPPLIED IN CONNECTION WITH THIS AGREEMENT OR OTHERWISE. IPS AND ITS 3RD PARTY SUPPLIERS AFFIRMATIVELY EXCLUDE ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE EQUIPMENT AND/OR SERVICES

PROVIDED INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT IPS KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE) WHETHER ARISING BY LAW OR BY REASON OF CUSTOM OF THE TRADE.

7.7. The provisions of this Section will survive expiration or termination of this Agreement.

8. Intellectual Property and Ownership.

8.1. IPS represents and warrants that it owns or has acquired all requisite rights and licenses to use all intellectual property embodied, practiced, or employed in IPS Equipment and Services being used by the MUNICIPALITY pursuant to this Agreement.

8.2. IPS hereby grants the MUNICIPALITY, including its departments, commissioners, officials, officers, employees, consultants, and agents (collectively, "MUNICIPALITY") all the rights and licenses required to use IPS Equipment and Services. Such rights and licenses are limited, non-assignable, non-transferable and non-exclusive, and solely for the MUNICIPALITY's internal use for the specific purposes of this Agreement.

8.3. All pre-existing and independently developed intellectual property (including copyrights), and any derivation thereof, including but not limited to designs, models, inventions, processes, methodologies, software, associated documentation, software upgrades, modifications and customizations, copyrightable material and other tangible and intangible materials authored, and combinations thereof, prepared, created, made, delivered, conceived or reduced to practice, in whole or in part, by IPS and provided to the MUNICIPALITY ("Pre-Existing and Independently Developed IP") will at all times remain the sole and exclusive property of IPS and/or its vendors. Nothing in this Section or elsewhere in this Agreement shall be construed as assigning, selling, conveying, or otherwise transferring any ownership rights or title in IPS's Pre-Existing and Independently Developed IP.

8.4. IPS understands the nature of public information and the requirement for the MUNICIPALITY to adhere to all rules and laws that apply to public information, such as the Freedom of Information Act, Public Records Act(s), and the like. Should the MUNICIPALITY be obliged to disclose any information relating to the Equipment, the Services or any Confidential Information concerning IPS, the MUNICIPALITY undertakes to give IPS prior written notice of its intention to do so and to afford IPS sufficient time in which to launch injunctive proceedings.

8.5. The MUNICIPALITY agrees that it shall not knowingly agree, whether directly or indirectly, to sell, loan or rent any Equipment or allow any third party to gain access to Equipment, software, back-office software, reporting or documentation provided by IPS for any purpose, including but not limited to the purposes of inspection, benchmarking or reverse engineering or evaluation without the prior written consent of IPS, or as mandated by applicable law or any binding order of Court.

8.6. The provisions of this Section will survive expiration or termination of this Agreement.

9. Confidential Information.

9.1. "Confidential Information" shall mean, without limitation, all strategic information, business plans, data, sketches, drawings, pictures, business records, customers lists, marketing plans, policies and procedures, pricing, product information, drawings, source code, API documentation, designs, specifications, information

relating to processes, technologies, methodologies, concepts or theory and any or all other information which may be disclosed by the disclosing party to the recipient that may reasonably be considered to be proprietary and non-public data, including correspondence both written and verbal and identified as “confidential” or which could reasonably be determined as confidential.

- 9.2. The recipient acknowledges the competitive value and confidential nature of the Confidential Information and the damages that would result to the disclosing party if any such information were disclosed or misused. Therefore, recipient will keep Confidential Information protected, utilizing the same level of care and discretion that is used by the recipient to protect similar sensitive information, and shall not be disclosed by the recipient in any manner whatsoever.
- 9.3. The recipient shall have no non-disclosure obligation hereunder with respect to any Confidential Information which (A) has been legally made public, other than by acts of the recipient in violation of this Agreement or (B) was or becomes independently known or available to the recipient, on a non-confidential basis, from a source other than the disclosing party and which is not subject to any restrictions or disclosure or (C) is independently developed by the receiving party, such independent development being reasonably documented or (D) is disclosed with written permission by the disclosing party or (E) is obligated to be produced where required by a court order.
- 9.4. The recipient shall notify the disclosing party promptly of any loss, misuse or misappropriation of the Confidential Information. Recipient agrees that no license, either expressed or implied, is hereby created or granted to recipient by disclosing party to use any of the Confidential Information. All rights and title to the Confidential Information shall remain in the disclosing party.

10. Dispute Resolution.

- 10.1. If any dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree to meet and confer and negotiate in good faith prior to initiating a suit for damages. However, this Section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within 14 calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum and to the extent possible, one senior level individual with decision making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within 30 calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation via a mutually agreed third party, with the cost of mediation equally shared between the MUNICIPALITY and IPS or as otherwise agreed to between the parties. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described above.

11. Termination of Agreement for Cause.

- 11.1. If either the MUNICIPALITY or IPS violates any material term or condition of this Agreement or fails to fulfill in a timely and proper manner its obligations under this Agreement, then the aggrieved party may give the other party (the “responsible party”) written notice of such failure or violation. The responsible party will correct the violation or failure within 30 calendar days or as otherwise mutually agreed. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice from the

aggrieved party. The option to terminate will be at the sole discretion of the aggrieved party and shall not affect the aggrieved party's right to claim damages.

12. Termination of Agreement for Convenience.

12.1. If at any time during the term of this Agreement, the MUNICIPALITY is unable to budget funds to support this Agreement due to financial constraints, a declaration of bankruptcy or financial insolvency, the MUNICIPALITY may terminate this Agreement for convenience upon ninety (90) days written notice of such termination. Upon a termination for convenience, MUNICIPALITY waives any claims for damages, including but not limited to loss of anticipated revenues or profits. As IPS's sole remedy and MUNICIPALITY's sole liability, MUNICIPALITY will pay IPS in full for all outstanding invoices for Equipment provided and Services rendered on or before the date of termination for convenience, as well as reasonable costs incurred by IPS related to the labor, both direct and indirect, and materials used specifically in the process of terminating the Agreement for convenience.

13. Insurance.

13.1. IPS agrees to obtain and maintain during the term of this Agreement the following minimum insurance. Certificates of Insurance: Prior to commencing work under the Agreement, IPS agrees to furnish Certificates of Insurance coverage as set forth below. The premiums for such insurance shall be paid by IPS.

13.2. Commercial General Liability.

- i. Minimum Limits: IPS shall obtain minimum limits of \$1,000,000.00 each occurrence for bodily injury and property damage, \$1,000,000.00 general aggregate, \$1,000,000.00 products/completed operations aggregate, and \$1,000,000.00 personal and advertising injury. The general aggregate limit shall apply on a "Per Project" basis. These minimum limits may be obtained by a primary liability policy, umbrella/excess liability policy, or any combination thereof.
- ii. Additional Insured: If IPS is required to indemnify certain parties, then IPS shall include such indemnified parties as additional insureds under its Commercial General Liability Policy for liability due to IPS's negligence resulting from IPS's work for the indemnified parties. A copy of the additional insured endorsement shall accompany IPS's certificate of insurance.

13.3. Automobile Liability, including bodily injury and property damage coverage.

- i. Minimum Limits: IPS shall obtain minimum limits of \$2,000,000.00 each occurrence for all owned, hired, and non-owned vehicles written on a policy form equivalent to Insurance Services Office coverage form CA 0001. These minimum limits may be obtained by a primary liability policy, umbrella/excess liability policy, or any combination thereof.

13.4. Workmen's Compensation. IPS shall obtain Worker's Compensation in accordance with Federal and State Laws for all States in which work is performed.

- i. Waiver of Subrogation: IPS shall provide a waiver of subrogation with respect to workers compensation in favor of the MUNICIPALITY. A copy of the endorsement shall be attached to the certificate of insurance.

13.5. Employer's Liability Coverage. IPS shall obtain Employers Liability Coverage of at least \$1,000,000.00 each accident, \$1,000,000.00 disease policy limit and \$1,000,000.00 disease each employee.

13.6. Professional [E&O], Data Breach, and Cyber Liability. IPS shall maintain Professional (E&O), Data Breach

Liability, and Cyber Liability coverage in the amount of not less than \$2,000,000.00 per claim. Coverage may be written on a claims made basis.

- 13.7. Cancellation: IPS shall provide to the Municipality 30 days' notice in the event of cancellation, termination, or non-renewal without replacement. This notice shall be 10 days in the event cancellation for non-payment of premium.
- 13.8. Carrier Rating: All carriers must have an AM Best rating of no less than A IX.

14. Indemnification and Limits of Liability

- 14.1. IPS agrees to defend with counsel reasonably acceptable to the MUNICIPALITY and indemnify MUNICIPALITY, its elected and appointed officials, officers, agents, employees, contractors and agents (collectively, the "Indemnified Parties") from and against losses, claims, expenses (including, but not limited to, reasonable attorneys' fees), costs, liabilities or damages (collectively, "Losses") arising from IPS's breach of its obligations under this Agreement, arising from IPS's acts or omissions, for any Losses incurred by or asserted against any one or more or all of the Indemnified Parties by reason of damage to property or injury to, or death of, any person, caused by the acts, omissions, or negligence of IPS, its employees, agents or contractors. IPS shall not be responsible for any Losses attributable to acts, omissions, or negligence of the Indemnified Parties, including misuse or abuse of IPS Equipment and Services, nor for any Losses arising directly or indirectly caused by acts of vandalism.
- 14.2. Notwithstanding the foregoing, this indemnification shall not apply to claims made in instances in which (a) IPS simply followed the directions or instructions provided by MUNICIPALITY; (b) MUNICIPALITY changed, modified or altered the services rendered or tasks performed by IPS such that, absent MUNICIPALITY's actions, no such claims would have been brought against IPS and/or MUNICIPALITY; or (c) the claims asserted by a third party which derive from the combination of technology and/or intellectual property of IPS when used with MUNICIPALITY's owned or licensed technology and/or intellectual property such that, absent such combination, no such claims could have independently been brought by or against IPS.
- 14.3. In order for MUNICIPALITY to obtain the indemnification from IPS specified herein, MUNICIPALITY must: (a) promptly notify IPS in writing of the claims for which indemnification is sought; (b) provide IPS with copies of all pleadings, writings and documents pertaining to such claim; (c) permit IPS to control the defense of such claim and all settlement discussions in regards to resolving such claim; and (d) provide reasonable cooperation to IPS in regards to the litigation or negotiation of a resolution of such claim. Notwithstanding the foregoing sentence, IPS will not enter into any settlement without MUNICIPALITY's prior written consent, unless all third party claims against MUNICIPALITY are released without any further liability on MUNICIPALITY's part. This paragraph shall survive the termination or expiration of this Agreement.
- 14.4. Nothing in this Agreement shall constitute any form of real or implied revenue guarantee by IPS.
- 14.5. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES, ANTICIPATED RENVUES OR OTHER MONETARY LOSS, ARISING OUT OF OR RELATED TO THIS AGREEMENT AND ANY ACTIONS OR OMISSIONS WITH RESPECT THERETO, WHETHER OR NOT ANY SUCH MATTERS OR CAUSES ARE

WITHIN A PARTY'S CONTROL OR DUE TO NEGLIGENCE OR OTHER FAULT ON THE PART OF A PARTY, ITS AGENTS, AFFILIATES, EMPLOYEES OR OTHER REPRESENTATIVES (INCLUDING ANY CLAIMS ARISING FROM INTERRUPTION OF OR OTHER DEFICIENCIES IN WIRELESS OR INTERNET SERVICES), AND REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN TORT, CONTRACT, BREACH OF WARRANTY OR OTHERWISE. THE TOTAL CUMMULATIVE LIABILITY INCURRED BY IPS IN CONNECTION WITH THIS AGREEMENT SHALL BE SOLELY LIMITED TO THE AMOUNT PAID TO IPS IN AN AMOUNT EQUAL TO THE PRECEDING 6 MONTHS TOTAL FEES PRIOR TO THE CLAIM.

14.6. Both Parties acknowledge that the Limitations of Liability set forth above are fundamental elements of this Agreement, without which neither Party would have entered into this Agreement.

15. Liens and Taxes.

15.1. MUNICIPALITY shall keep the Equipment free and clear of all levies, liens, and encumbrances, except those created by this Agreement. MUNICIPALITY shall pay, when due, all charges and taxes (local, state, and federal), which may now or hereafter be imposed in conjunction with this Agreement.

16. Notices.

All notices under this Agreement must be in writing, shall refer to the title and effective date of this Agreement, and shall be sufficient if given personally, sent and confirmed electronically, or mailed certified, return receipt requested, postage prepaid, and at the address hereinafter set forth or to such address as such party may provide in writing from time to time. Any such notice will be deemed to have been received five days subsequent to mailing. Notices shall be sent to the following addresses:

PS:

IPS Group, Inc.
7737 Kenamar Court
San Diego, CA 92121
Attn: Chad Randall
chad.randall@ipsgroupinc.com
tel: 858-568-7609

MUNICIPALITY:

Address:

Attn:

Email:

Tel:

17. Relationship of the Parties.

- 17.1. This Agreement shall not be construed as creating an agency, partnership, joint venture or any other form of association between the parties, and both Parties shall be and remain independent entities. Neither Party has the right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other Party or to bind the other Party in any respect whatsoever, except as otherwise provided in this Agreement.

18. Assignment.

- 18.1. Should the MUNICIPALITY enter into an agreement with a third party for parking operations during the term of this Agreement, IPS shall provide that operator the same rights, terms, and conditions as included in this Agreement. Such assignment shall not be effective unless and until the MUNICIPALITY has provided notice to the IPS of such assignment, and any such third party will be required to adhere to all terms and conditions contained herein.
- 18.2. IPS may not assign, hypothecate or transfer this Agreement or any interest therein directly or indirectly, by operation of law or otherwise without the prior written consent of MUNICIPALITY, which shall not be unreasonably withheld.

19. General Provisions.

- 19.1. Waiver. A waiver of any breach of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other term, covenant or condition of this Agreement. No delay or failure on the part of either Party to insist on compliance with any provision of this Agreement shall constitute a waiver of such Party's right to enforce such provision, no matter the length of the delay. In the case of any granted waiver by the consenting Party, which must be provided in writing, such waiver shall not constitute a waiver of the same obligation or any other obligation under this Agreement.
- 19.2. Modification or Amendment. No oral modifications shall be effective and nothing shall be deemed as a modification of this Agreement unless provided in writing and signed by both Parties.
- 19.3. Entire Agreement. This Agreement sets forth the entire agreement between the Parties with respect to the subject matter hereof. Understandings, agreements, representations or warranties not contained in this Agreement, or as written amendment hereto, shall not be binding on either Party. Except as provided herein, no alteration of any terms, conditions, delivery, price, quality or specifications of this Agreement shall be binding on either party without the written consent of both Parties.
- 19.4. Injunctive Relief. The Parties agree that a breach of the obligations in Section 8 ("Intellectual Property and Ownership") and Section 9 ("Confidential Information") may cause irreparable harm to the affected party, the amount of which would be impossible to ascertain, and that there is no adequate remedy at law. Notwithstanding the provisions of Section 10 ("Dispute Resolution"), and in addition to any other rights and remedies it may have, the affected Party shall have the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and to specific performance of any provision of this Agreement, and both Parties agree that no bond or other security shall be required in obtaining such equitable relief and consents to the issuance of such injunction and to the ordering of specific performance without proof of actual

damages.

- 19.5. Integration. This Agreement may be executed in multiple counterparts each of which shall be deemed an original, but all of such taken together shall constitute only one Agreement, superseding all prior understandings, oral or written; and it is expressly understood, and that this Agreement does not obligate either party to enter into any other or further agreements.
- 19.6. Governing Law. This Agreement shall not be construed against either Party regardless of which Party drafted it. This Agreement shall be construed and enforced according to the laws of the State of **Insert**, without regards to conflict-of-laws principles, and all local laws, ordinances, rules, and regulations.
- 19.7. Venue and Jurisdiction. The MUNICIPALITY and IPS agree that the venue shall be in **Insert County and State** . Any litigation arising out of this Agreement may only be brought in either the United States District Court, or the Superior Court of **Insert State**, County of **Insert County** appropriate. The Parties agree that venue exists in either court, or each Party expressly waives any right to transfer to another venue. The Parties further agree that either court will have personal jurisdiction over the Parties to this Agreement.
- 19.8. Attorney's Fees. If any suit, action, arbitration or other proceeding is instituted upon this Agreement or to enforce rights, judgments or otherwise pursue, defend or litigate issues, or any other controversy arises from this Agreement, the prevailing Party shall be entitled to recover from the other party and the other Party agrees to pay the prevailing Party, in addition to costs and disbursements allowed by law, such sum as the court, arbitrator or other adjudicator may adjudge reasonable as an attorney's fee in such suit, action, arbitration or other proceeding, and in any appeal. Such sum shall include an amount estimated by the court, arbitrator or adjudicator, as the reasonable costs and fees to be incurred in collecting any monetary judgment or award or otherwise enforcing each award, order, judgment or decree entered in such suit, action or other proceeding.
- 19.9. Force Majeure. If any Party is prevented from performing its obligations stated in this Agreement by any event not within the reasonable control of that Party, including, but not limited to, acts of God, war, civil disturbance, insurrection, civil commotion, destruction of production facilities or materials by earthquake, fire, flood or storm, labor disturbances including strikes or lockouts or epidemic, and failures of public utilities (such as internet, cellular network, and electricity), it shall not be in default in the performance of its obligations stated in this Agreement. Provided, however, any Party delayed by such an event shall request an extension of time to perform its obligations stated in this Agreement by notifying the Party to which it is obligated within ten days following the event. If the notified Party agrees that the event was the cause of the delay, the time to perform the obligations stated in this Agreement shall be extended by the number of days of delay caused by the event. If the required notice is not given by the delayed Party, no time extension shall be granted. If any event of force majeure exists for a continuous period of more than 120 days, then either Party shall be entitled to terminate this Agreement without being liable for any claim from the other Party.
- 19.10. Severability. If any provision in this Agreement subsequently is determined to be invalid, illegal or unenforceable, that determination shall not affect the validity, legality or enforceability of the remaining provisions stated in any section or sub-section of this Agreement unless that effect is

made impossible by the absence of the omitted provision.

- 19.11. Authorization. Both Parties represent and warrant that the person executing this Agreement on behalf of each Party is an authorized agent who has actual authority to bind each Party to each and every term, condition, and obligation of this Agreement and that all requirements of each Party have been fulfilled to provide such actual authority.
- 19.12. Determination. Notwithstanding anything to the contrary, should either Party be required to make any determination in terms of this Agreement, such determination shall be made in a reasonable and objective manner without undue delay.
- 19.13. Binding Document. The MUNICIPALITY and IPS each binds itself, its partners, successors, assigns, and legal representatives to the other Party hereto in respect to all covenants, conditions, and obligations contained in the Agreement.
- 19.14. Section Headings. All section headings in this Agreement are for the convenience of reference and are not intended to define or limit the scope of any provision of this Agreement.
- 19.15. Survival of Provisions and Obligations. Any provision of this Agreement, which by its nature must be exercised after termination of this Agreement, will survive termination and remain effective for a reasonable time. Any obligation that accrued prior to termination of this Agreement will survive termination of this Agreement.

Signature page to follow:

In witness whereof, the parties have caused this Agreement to be executed the day and year first above written.

ATTEST:

MUNICIPALITY:

By: _____

By: _____

MUNICIPAL CLERK

MUNICIPALITY Manager

APPROVED AS TO FORM:

By: _____

MUNICIPALITY Attorney

IPS GROUP, INC.,
a Pennsylvania corporation

By: _____

Brian Webber
General Counsel