

REAL TIME PASSENGER INFORMATION SERVICE, MAINTENANCE AND SUPPORT AGREEMENT

This Fixed Price Service, Maintenance, and Support Agreement (the "Agreement") is made as of the First day of December, 2013 by and between SYNCROMATICS CORPORATION (the "CONTRACTOR") and THE CITY OF KEY WEST ("The City" or "Recipient"). Each of the Contractor and The City are considered a "Party" and together, the "Parties."

RECITALS

WHEREAS, the CONTRACTOR has created and sells vehicle tracking products and services; and

WHEREAS, The City and CONTRACTOR entered into an original services agreement dated April 15, 2008 (the "Original Agreement") based upon the proposal (the "Proposal") submitted by Contractor in response to RFP #2008-008 "Request for Proposals: For Real Time Passenger Information System for City of Key West Department of Transportation" ("City's Request for Proposal") dated January 18, 2008, and

WHEREAS, The City wishes to extend the services provided by the CONTRACTOR which have been in continuous operation since the Original Agreement's execution;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

1. Ongoing Services. The Contractor shall provide The City with ongoing maintenance, communications, support, and training as specified in Attachment A (the "Service Fees").
2. Price & Payment. The prices specified in Attachment A shall be for the five year term. Any additional Products and/or Services requested by THE CITY shall be made pursuant to an additional Order signed by both Parties. In the event of any conflicts between this Agreement or the Order on the one hand, and the Proposal on the other, the terms of the Agreement or Order shall control. The quantities of vehicles and/or signs may be amended by The City, at any time and from time to time, without incurring any penalty, and the fees indicated in Attachment A shall be pro-rated for any partial years for any added or deleted units.
3. Option to Upgrade/Expand. Under the scope of this Agreement, The City shall have the option to purchase from Contractor upgraded transit vehicle hardware as new models become available, or to buy additional expansion products from Contractor as may suit the City's needs for new features and/or new vehicles. Any such hardware upgrades or additions shall be compatible with the City's existing hosted software solution and require no additional software costs. The pricing of any such upgraded or expansion hardware shall be at the Contractor's then prevailing price as sold to other comparable clients throughout the US.
4. Term and Termination. The term of this Agreement shall be five (5) years beginning on December 1, 2013 (the "Term"). Either Party may terminate this Agreement without any further obligation in the event of a material breach by the other Party that remains uncured for a period of ninety (90) days after written notice has been provided of such breach.
5. Option to Renew. At the end of the Term, The City shall have an option to renew the Agreement for an additional five (5) year term. All contract terms and conditions would remain the same, but the pricing contained in Attachment A would be adjusted by mutual agreement between the parties.
6. License. For the Term, the Contractor grants to The City a non-exclusive license to use the Intelligent

Transportation System (“ITS”) as provided for in this Agreement and the Proposal.

7. Ownership of Data. The City shall be the exclusive owner of the actual data entered into or collected by the ITS system during the Term and which was collected by The City’s vehicles operating the Contractor’s ITS. This shall include, but not be limited to: geo-location of all vehicles at all times during the Term; vehicle status information collected; route, schedule and performance information; driver and dispatcher information; website(s) created by the Contractor for The City and branded with The City’s logo and/or name; statistical reports, database files and any other such related data.
8. Notices. Any notices that either of the Parties may need to deliver to the other Party shall be sent by Certified US Mail to:

If to The City:

City of Key West
Transportation Services
627 Palm Ave
Key West FL, 33040
Attention: Director of Transportation

If to Contractor:

Syncromatics Corporation
5455 Wilshire Blvd
Suite 1800
Los Angeles, CA 90036
Attention: President

9. Independent Contractor. It is the express intention of the Parties that the Parties are independent contractors, and The City is not an employee, agent, joint venturer, or partner of the Contractor, and that company is not an employee, agent, joint venturer or partner of The City.
10. Arbitration; Governing Law; Severability. Any dispute arising under this Agreement will be submitted to a single arbitrator in Monroe County, Florida mutually selected by the Parties, and each Party therefore waives its respective rights to a jury trial. The arbitrator will apply the rules of the American Arbitration Association governing commercial transactions, and his decision will be final and binding on the Parties. Such arbitration shall not exceed one day. This Agreement will be governed by and construed in accordance with the laws of the State of Florida excluding that body of law pertaining to conflict of laws. If any provision of this Agreement is for any reason found to be unenforceable, the parties agree that such unenforceable section shall be deemed never to have been included in the Agreement, and that the remainder of this Agreement will continue in full force and effect.
11. Complete Understanding; Modification. This Agreement constitutes the complete and exclusive understanding and agreement of the Parties and supersedes all prior understandings and agreements, whether written or oral, with respect to the subject matter hereof. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by the Parties hereto.

IN WITNESS WHEREOF, the parties have hereto caused this Agreement to be executed individually or by their duly authorized representatives, effective as of the date first above written.

SYNCHROMATICS CORPORATION

CITY OF KEY WEST

By: _____

By: _____

Name: Ian Sephton

Name: Bogdan Vitas

Title: CEO

Title: City Manager

ATTACHMENT "A"

	COSTS NOT TO EXCEED					<u>Qty as of 1/1/2014</u>	<u>Est costs for Year 1</u>
	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>		
License, Existing Transit ITS System, Per Vehicle * Includes provisioning & software upgrades * Includes AVL/Vehicle Tracking * Includes MDT/Mobile Data Terminal * Includes APC/Automated Passenger Counting	\$ 1,218	\$ 1,255	\$ 1,293	\$ 1,332	\$ 1,372	15	\$ 18,270
License, Existing Transit ITS System, Per Sign * Includes provisioning & software upgrades	\$ 490	\$ 505	\$ 520	\$ 536	\$ 552	5	\$ 2,450
Communications, Per Vehicle & Sign * Includes unlimited cellular data necessary to power ITS system	\$ 180	\$ 185	\$ 191	\$ 197	\$ 203	20	\$ 3,600
Technical Support, Phone, Email * Unlimited support throughout service term	\$ - included	\$ - included	\$ - included	\$ - included	\$ - included	1	
Interactive Voice Response System, SMS Text Messaging system, Usage, Support, SMS "Blasting", Reporting * One site license * Unlimited calls and SMS text messages	\$ 6,688	\$ 6,889	\$ 7,096	\$ 7,309	\$ 7,528	1	\$ 6,688
						Total	\$ 31,008