

Syncromatics Corporation and City of Key West, Department of Transportation
Hardware Addendum – DATE

This fixed price hardware agreement is made as of the _____ day of _____, 2016 by and between Syncromatics Corporation (the “Contractor”) and The City of Key West (“The City”).

RECITALS

Whereas the Contractor and the City entered into an original services agreement dated April 15, 2008 (“Original Agreement”), and also entered into an extended Service, Maintenance, and Support agreement dated December 1, 2013 (“Renewal Agreement”), The City hereby wishes to upgrade the hardware provided to it by the Contractor.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. **HARDWARE:** The Contractor shall provide, install, and validate the full operability of fourteen (14) new MDT-600 Mobile Data Terminals on each of the City’s fixed route buses, designed to enable the CAD/AVL services included in the Original Agreement and Renewal Agreement.
 - a. The MDT-600 is a combination MDT+VLU. That means it handles both the user interface (for The Driver) as well as the entire onboard system of components (cellular, GPS, J1708, RS232).
 - b. With the MDT-600 in place, all the necessary hardware and software is already on board to allow for anytime upgrades of (AVA) Annunciators, (APC) Automated Passenger Counting and (SSO) Single-Sign-On to fareboxes and headsigs.
 - c. The MDT-600 is industrial grade. It conforms to military specifications for things like heat, vibration, humidity, driver abuse, connectors, and antennas.
 - d. All necessary cables for the MDT-600 are professionally designed with reliability and modularity in mind by the same people that install them.
 - e. The Contractor’s staff of field engineers not only designed the cabling system used, but will also supervise the installation and validation of the hardware at the City’s location.
 - f. The Contractor has a full remote command line. This means the Contractor’s support staff can log into the City’s bus remotely, in real time, reading error logs when necessary.
2. **PRICE & PAYMENT:** The City hereby agrees to pay \$28,615 for the hardware and installation services herein described. Upon payment and delivery, The City will solely own the hardware described.
3. **WARRANTY:** The Contractor offers a one (1) year standard warranty on all hardware, beginning from the date of system validation. The warranty includes parts and shipping in the event of a defective unit. The warranty does not cover damage found to be the result of negligence, e.g. liquids spilled on equipment, exposure to rain, or shipping of defective equipment to our RMA Department. Extended warranties are available at additional costs but are not included or required.

[NOTE: This agreement supersedes, nullifies, negates, revokes, and vitiates any and all agreements or portions of the Original Agreement or Renewal Agreement pertaining to Hardware, Hardware Upgrades, or Warranties.]

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.

SYNCROMATICS CORPORATION

By: _____

Ian Sephton, CEO

CITY OF KEY WEST

By: _____

Norman Whitaker, General Manager