

**CONTRACT FOR PURCHASE OF SERVICES**

1. **PARTIES.**  
This is a contract between the City of Madison, Wisconsin, hereafter referred to as the "City" and **CTR SYSTEMS PARKING, INC.** hereafter referred to as "Contractor." Contractor is a Pennsylvania Corporation.
2. **PURPOSE.**  
The purpose of this contract is as set forth in Section 3.
3. **SCOPE OF SERVICES AND SCHEDULE OF PAYMENTS.**  
In connection with the software which the City has licensed from the Contractor pursuant to the License Agreement attached hereto as Exhibit A, the Contractor will perform the services set forth in and be paid according to the attached Appendix A, including any Exhibits or Schedules attached thereto. This is a Parking Maintenance Agreement under which Contractor provides services to the City.
4. **EFFECTIVE DATE.**  
This contract shall become effective upon execution by the Mayor, on behalf of the City of Madison.
5. **ENTIRE AGREEMENT.**  
The entire agreement of the parties is contained herein together with all attachments, exhibits and appendix hereto and this contract supersedes any and all oral contracts and negotiations between the parties.
6. **ASSIGNABILITY/SUBCONTRACTING.**  
Contractor shall not assign or subcontract any interest or obligation under this contract without the City's prior written approval. All of the services required hereunder will be performed by Contractor and employees of Contractor.
7. **DESIGNATED REPRESENTATIVE.**
  - A. Contractor designates Dru Duffy as Contract Agent with primary responsibility for the performance of this contract. In case this Contract Agent is replaced by another for any reason, the Contractor will designate another Contract Agent within seven (7) calendar days of the time the first terminates his or her employment or responsibility using the procedure set forth in Section 15, Notices.
  - B. In the event of the death, disability, removal or resignation of the person designated above as the contract agent, the City may accept another person as the contract agent or may terminate this agreement under Section 25, at its option.
8. **PROSECUTION AND PROGRESS.**
  - A. Services under this agreement shall commence upon written order from the City to the Contractor. This order will constitute authorization to proceed.
  - B. The Contractor shall complete the services under this agreement within the time for completion specified in the Scope of Services, including any amendments. The Contractor's services are completed when the City notifies the Contractor in writing that the services are complete and are acceptable. The time for completion shall not be extended because of any delay attributable to the Contractor, but it may be extended by the City in the event of a delay attributable to the City, or in the event of unavoidable delay caused by war, insurrection, natural disaster, or other unexpected event beyond the control of the Contractor. If at any time the Contractor believes that the time for completion of the work should be extended because of unavoidable delay caused by an unexpected event, or because of a delay attributable to the City, the Contractor shall notify the City as soon as possible, but not later than seven (7) calendar days after such an event. Such notice shall include any justification for an extension of time and shall identify the amount of time claimed to be necessary to complete the work.
  - C. Services by the Contractor shall proceed continuously and expeditiously through completion of each phase of the work.
  - D. Progress reports documenting the extent of completed services shall be prepared by the Contractor and submitted to the City with each invoice under Section 24 of this agreement, and at such other times as the City may specify.
  - E. The Contractor shall notify the City in writing when the Contractor has determined that the services under this agreement have been completed. When the City determines that the services are complete and are acceptable, the City will provide written notification to the Contractor, acknowledging formal acceptance of the completed services.
9. **AMENDMENT.**  
This contract shall be binding on the parties hereto, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto. Any other change in any provision of this contract may only be made by a written amendment, signed by the duly authorized agent or agents who executed this contract.
10. **EXTRA SERVICES.**  
The City may require the Contractor to perform extra services or decreased services, according to the procedure set forth in Section 24. Extra services or decreased services means services which are not different in kind or nature from the services called for in the Scope of Services, Section 3, but which may increase or decrease the quantity and kind of labor or materials or expense of performing the services. The total contract price, as set forth in Section 23, may not be increased or decreased due to Extra Services or decreased services unless the contract is amended as provided in Section 9 above.
11. **NO WAIVER.**  
No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or Contractor shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for

the time and to the extent expressly provided by the City or Contractor therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

12. **NON-DISCRIMINATION.**

In the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record; less than honorable discharge, physical appearance, sexual orientation, political beliefs or student status. Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, or national origin.

13. **AFFIRMATIVE ACTION.**

The Contractor agrees that, within thirty (30) days after the effective date of this contract, the Contractor will provide to the City of Madison Department of Affirmative Action certain workforce utilization statistics, using a form to be furnished by the City.

If the contract is still in effect, or if the City enters into a new agreement with the Contractor, within one year after the date on which the form was required to be provided, the Contractor will provide updated workforce information using a second form, also to be furnished by the City. The second form will be submitted to the City Department of Affirmative Action no later than one year after the date on which the first form was required to be provided.

The Contractor further agrees that, for at least twelve (12) months after the effective date of this contract, it will notify the City of Madison Department of Affirmative Action of each of its job openings at facilities in Dane County for which applicants not already employees of the Contractor are to be considered. The notice will include a job description, classification, qualifications, and application procedures and deadlines. The Contractor agrees to interview and consider candidates referred by the Department of Affirmative Action if the candidate meets the minimum qualification standards established by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date stated in the notice.

The remaining portion of this paragraph is not applicable to Contractors who are determined to be "Exempt" in the following table.

VALUE OF AGGREGATE ANNUAL BUSINESS WITH THE CITY\*

NUMBER OF EMPLOYEES	LESS THAN \$25,000	\$25,000 OR MORE
14 or less	Exempt	Exempt
15 or more	Exempt	Not Exempt

\*As determined by the City Comptroller

**ARTICLES OF AGREEMENT**

ARTICLE I

The Contractor shall take affirmative action in accordance with the provisions of this contract to insure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, age, marital status, disability, sex or national origin and that the employer shall provide harassment-free work environment for the realization of the potential of each employee. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship insofar as it is within the control of the Contractor. The Contractor agrees to post in conspicuous places available to employees and applicants notices to be provided by the City setting out the provisions of the nondiscrimination clauses in this contract.

ARTICLE II

The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractors state that all qualified or qualifiable applicants will be employed without regard to race, religion, color, age, marital status, disability, sex or national origin.

ARTICLE III

The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided by the City advising the labor union or workers representative of the Contractor's equal employment opportunity and affirmative action commitments. Such notices shall be posted in conspicuous places available to employees and applicants for employment.

ARTICLE IV

(This Article applies to non-public works contracts.)

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison including the contract compliance requirements. The Contractor warrants and certifies that, of the following two paragraphs, paragraph A or B is true (check one):

- A. It has prepared and has on file an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR part 60-2, as established by 43 FR 51400 November 3, 1978, including appendices required by City of Madison ordinances or it has prepared and has on file a model affirmative action plan approved by the Madison Common Council \_\_\_\_\_.
- B. Within thirty (30) days after the effective date of this contract, it will complete an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR Part 60-2, as established by 43 FR 51400, November 3, 1978, including appendices required by City of Madison ordinance or within thirty (30) days after the effective date of this contract, it will complete a model affirmative action plan approved by the Madison Common Council   X  .

*Per Matt Vetro  
4-11-05  
MBO.*

ARTICLE V

(This Article applies only to public works contracts.)

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison, including the contract compliance requirements. The Contractor agrees to submit the model affirmative action plan for public works Contractors in a form approved by the Director of Affirmative Action.

ARTICLE VI

The Contractor will maintain records as required by Section 3.58(9)(f) of the Madison General Ordinances and will provide the City's Department of Affirmative Action with access to such records and to persons who have relevant and necessary information, as provided in Section 3.58(9)(f). The City agrees to keep all such records confidential, except to the extent that public inspection is required by law.

ARTICLE VII

In the event of the Contractor's or subcontractor's failure to comply with the Equal Employment Opportunity and Affirmative Action provisions of this contract or Sections 3.23 and 3.58 of the Madison General Ordinances, it is agreed that the City at its option may do any or all of the following:

- A. Cancel, terminate or suspend this contract in whole or in part.
- B. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.
- C. Recover on behalf of the City from the prime Contractor 0.5 percent of the contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the contract price, or five thousand dollars (\$5,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime Contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime Contractor from recovering the amount of such damage from the noncomplying subcontractor.

ARTICLE VIII

(This Article applies to public works contracts only.)

The Contractor shall include the above provisions of this contract in every subcontract so that such provisions will be binding upon each subcontractor. The Contractor shall take such action with respect to any subcontractor as necessary to enforce such provisions, including sanctions provided for noncompliance.

ARTICLE IX

The Contractor shall allow the maximum feasible opportunity to small business enterprises to compete for any subcontracts entered into pursuant to this contract. (In federally funded contracts the terms "DBE, MBE, and WBE" shall be substituted for the term "small business" in this Article.)

14. **SEVERABILITY.**

It is mutually agreed that in case any provision of this contract is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this contract remain in full force and effect.

15. **NOTICES.**

All notices to be given under the terms of this contract shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the addresses of the parties listed below:

FOR THE CITY:

David C. Dryer, P.E.

(Department or Division Head)

City Traffic Engineering

215 Martin Luther King, Jr. Blvd., Rm. 100

Madison WI 53703

FOR THE CONTRACTOR:

Dru Duffy, (President)

555 Keystone Drive

Warrendale, Pennsylvania 15086

16. **STATUS OF CONTRACTOR/INDEPENDENT/TAX FILING.**

It is agreed that Contractor is an independent Contractor and not an employee of the City, and that any persons who the Contractor utilizes and provides for services under this contract are employees of the Contractor and are not employees of the City of Madison. The Contractor's taxpayer identification number is 25-1204-960\_ (if applicable). The Contractor is informed that as an independent Contractor, he/she may have a responsibility to make estimated tax returns, file tax returns, and pay income taxes and make social security payments on the amounts received under this contract and that no amounts will be withheld from payments made to this Contractor for these purposes and that payment of taxes and making social security payments are solely the responsibility and obligation of the Contractor. The Contractor is further informed that he/she may be subject to civil and/or criminal penalties if he/she fails to properly report income and pay taxes and social security taxes on the amount received under this contract. (THIS PROVISION IS FOR NON-CORPORATE CONTRACTORS ONLY.)

17. **GOODWILL.**  
Any and all goodwill arising out of this contract inures solely to the benefit of the City; Contractor waives all claims to benefit of such goodwill.
18. **THIRD PARTY RIGHTS.**  
This contract is intended to be solely between the parties hereto. No part of this contract shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
19. **AUDIT AND RETAINING OF DOCUMENTS.**  
The Contractor agrees to provide all reports reasonably requested by the City related to the Services provided hereunder, including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service reports shall be provided according to a schedule (when applicable) to be included in this contract. Any other reports or documents shall be provided within five (5) working days after the Contractor receives the City's written requests, unless the parties agree in writing on a longer period. Payroll records and any other documents relating to the performance of services under the terms of this Contract shall be retained by the Contractor for a period of three (3) years after completion of all work under this contract, in order to be available for audit by the City or its designee.
20. **LAW APPLIED.**  
This contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin and Wisconsin Courts.
21. **COMPLIANCE WITH APPLICABLE LAWS.**  
The Contractor shall become familiar with, and shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations which in any manner affect the services or conduct of the Contractor and its agents and employees.
22. **CONFLICT OF INTEREST.**  
A. The Contractor warrants that it and its agents and employees have no public or private interest, and will not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the services under this agreement.  
B. The Contractor shall not employ or contract with any person currently employed by the City for any services included under the provisions of this agreement.
23. **COMPENSATION.**  
It is expressly understood and agreed that in no event will the total compensation for services under this contract exceed \$152,000.00.
24. **BASIS FOR PAYMENT.**  
A. **GENERAL**  
(1) The City will pay the Contractor for the completed and accepted services rendered under this contract on the basis and at the contract price set forth in Section 23 of this contract. The City will pay the Contractor for completed and approved "extra services", if any, if such "extra services" are authorized according to the procedure established in this section. The rate of payment for "extra services" shall be the rate established in this contract. Such payment shall be full compensation for services rendered and for all labor, material, supplies, equipment and incidentals necessary to complete the services.  
(2) The Contractor shall submit invoices, on the form or format approved by the City, specified in the Scope of Services, Section 3 of this contract. The City will pay the Contractor in accordance with the schedule set forth in the Scope of Services. The final invoice shall be submitted to the City within three months of completion of services under this agreement.  
(3) Should this agreement contain more than one service, a separate invoice and a separate final statement shall be submitted for each individual service.  
(4) Payment shall not be construed as City acceptance of unsatisfactory or defective services or improper materials.  
(5) Final payment of any balance due the Contractor will be made upon acceptance by the City of the services under the agreement and upon receipt by the City of documents required to be returned or to be furnished by the Contractor under this agreement.  
(6) The City has the equitable right to set off against any sum due and payable to the Contractor under this agreement, any amount the City determines the Contractor owes the City, whether arising under this agreement or under any other agreement or otherwise.  
(7) Compensation in excess of the total contract price will not be allowed unless authorized by an amendment under Section 9, AMENDMENT.  
(8) The City will not compensate for unsatisfactory performance by the Contractor.  
B. **SERVICE ORDERS, EXTRA SERVICE, OR DECREASED SERVICE.**  
(1) Written orders regarding the services, including extra services or decreased services, will be given by the City, using the procedure set forth in Section 15, NOTICES.  
(2) The City may, by written order, request extra services or decreased services, as defined in Section 10 of this contract. Unless the Contractor believes the extra services entitle it to extra compensation or additional time, the Contractor shall proceed to furnish the necessary labor, materials, and professional services to complete the services within the time limits specified in the Scope of Services, Section 3 of this agreement, including any amendments under Section 9 of this agreement.

- (3) If in the Contractor's opinion the order for extra service would entitle it to extra compensation or extra time, or both, the Contractor shall not proceed to carry out the extra service, but shall notify the City, pursuant to Section 15 of this agreement. The notification shall include the justification for the claim for extra compensation or extra time, or both, and the amount of additional fee or time requested.
- (4) The City shall review the Contractor's submittal and respond in writing, either authorizing the Contractor to perform the extra service, or refusing to authorize it. The Contractor shall not receive additional compensation or time unless the extra compensation is authorized by the City in writing.

25. **DEFAULT/TERMINATION.**

- A. In the event Contractor shall default in any of the covenants, agreements, commitments, or conditions herein contained, and any such default shall continue unremedied for a period of thirty (30) days after written notice thereof to Contractor, the City may, at its option and in addition to all other rights and remedies which it may have at law or in equity against Contractor, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this contract and all rights of Contractor under this contract.
- B. Notwithstanding paragraph A., above, the City may in its sole discretion and without any reason terminate this agreement at any time by furnishing the Contractor with thirty (30) days' written notice of termination. In the event of termination under this subsection, the City will pay for all work completed by the Contractor and accepted by the City.

26. **INDEMNIFICATION.**

The Contractor shall be liable to and hereby agrees to indemnify, defend and hold harmless the City of Madison, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its agents or employees for damages based on bodily injury, including death at any time resulting therefrom, sustained by any person or persons or based on damages to property, arising from, in connection with, caused by or resulting from the Contractor's and Subcontractor's negligent acts or omissions in the performance of this agreement.

27. **INSURANCE.**

The Contractor will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated:

Commercial General Liability

Covering as insured the Contractor and naming the City as an additional insured, with no less than the following limits of liability: Bodily injury, death and property damage of \$1,000,000 in the aggregate. This policy shall also be endorsed for contractual liability in the same amount. The subcontractor shall maintain a similar policy covering as insured each subcontractor.

Automobile Liability

Covering as insured the Contractor and naming the City as an additional insured, with no less than the following limits of liability: \$1,000,000 combined single limits for bodily injury, and property damage. Subcontractors shall maintain a similar policy covering as insured each subcontractor.

Worker's Compensation

Securing compensation for the benefit of the employees of the Contractor and the employees of each subcontractor, as required by Wisconsin Worker's Compensation Law.

Professional Liability

The Contractor shall maintain professional liability insurance with coverage of not less than \$1,000,000. If such policy is a "claims made" policy, all renewals thereof during the life of the contract shall include "prior acts coverage" covering at all times all claims made with respect to Contractor's work performed under the contract. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by the City.

As evidence of the above listed coverages, a Certificate of Insurance shall be forwarded to the City Risk Management Office, 406 City-County Bldg., Madison, WI 53710 prior to the beginning of work under this contract.


28. **LIVING WAGE (Applicable to contracts exceeding \$5,000).**


The Contractor agrees to pay all employees employed within the City of Madison, by the Contractor in the performance of this contract, whether on a full-time or part-time basis, a base wage of not less than the City minimum hourly wage as required by Section 4.20, Madison General Ordinances.

IN WITNESS WHEREOF, the parties hereto have set their hands at Madison, Wisconsin.

CONTRACTOR

CTR SYSTEMS PARKING, INC.

  
 \_\_\_\_\_  
 (Witness) DENNIS DUFFY  
 Date: 2-25-2005

By:   
 \_\_\_\_\_  
 (Signature) DRU DUFFY  
 \_\_\_\_\_  
 (Print Name Here)  
 Date: 2-25-2005

Check the box that applies:

DRU DUFFY / PRESIDENT  
 \_\_\_\_\_  
 (Name)

DENNIS DUFFY / CORPORATE SECRETARY  
 \_\_\_\_\_  
 (Name)

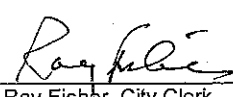
\_\_\_\_\_  
 (Name)  
 \_\_\_\_\_  
 (Name)

is a corporate officer duly authorized to bind the corporation.

CITY OF MADISON, WISCONSIN  
a municipal corporation

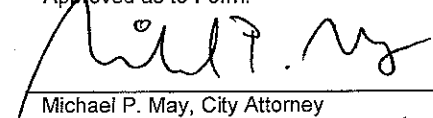
By:   
 \_\_\_\_\_  
 David J. Cieslewicz, Mayor

Date: 4-18-05

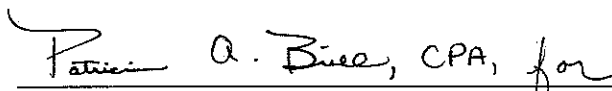
By:   
 \_\_\_\_\_  
 Ray Fisher, City Clerk

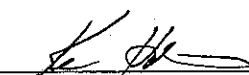
Date: 3-23-05

Approved as to Form:

  
 \_\_\_\_\_  
 Michael P. May, City Attorney

Date: 18 April 2005

  
 \_\_\_\_\_  
 Patricia A. Biese, CPA, for  
 Dean Brassler, City Comptroller  
 Date: 4-15-05

  
 \_\_\_\_\_  
 Kevin Houlihan, Risk Manager  
 Date: 4/14/05

**APPENDIX A TO  
PARKING MAINTENANCE AGREEMENT  
Between  
THE CITY OF MADISON and CTR SYSTEMS PARKING, INC.**

This Maintenance Agreement is dated as of April 1, 2005 (this agreement, together with the attached Exhibits, Schedules and any amendments thereto, is referred to as this "Agreement") and is by and between **CTR SYSTEMS PARKING, INC.**, a Pennsylvania corporation, with an address at 555 Keystone Drive, Warrendale, PA 15086 ("CTR") and the following customer (the "Customer"):

Customer: **The City of Madison  
215 Martin Luther King Jr. Blvd.  
Madison, WI 53703-3345**

**RECITAL**

CTR desires to provide, and Customer desires to accept, a Maintenance Agreement relating to and for the parking products Customer purchased and/or licensed from CTR listed in Exhibit 1 (Equipment List); and products Customer purchased from others, listed in Exhibit 2. (Customer's Equipment List)

NOW, THEREFORE, for and in consideration of the terms and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

*1. Maintenance Agreement Services; Term of Agreement*

Pursuant to the RFP, CTR shall provide Customer with services listed below during the year commencing on 4-1-2005 and ending on 4-1-2006, and any extension thereof agreed to by the parties, with respect to the equipment listed on Exhibits "1" and Exhibits "2". The fee for the initial Annual Term shall be \$152,000.00, and shall be paid as defined in paragraph 4, of this Agreement.

- A. This Maintenance Agreement shall include items that are diagnosed as requiring repair (not exchanged -- at no cost to The Parking Utility) replacement (at agreed upon costs as referenced below in paragraph B) during this Agreement period. This includes all onsite hardware. Upgrade of the PARC/s software Version 2.1 is completed and is included. Excluded from this agreement is replacement of computer hardware and the computers operating system software. Software Maintenance and diagnostics will be handled through CTR's Help Desk facility per Schedule "A" attached.
- B. CTR shall repair or replace any system parts submitted by the customer. Defective parts sent to CTR will be repaired (not exchanged) and returned within 20 business days from receipt at CTR's Depot Service Center unless deemed un-repairable. In the case where a part is deemed by CTR to be un-repairable and The Parking Utility concurs, a quotation for a replacement part will be provided to the Parking Utility for its approval. Such un-repairable parts shall be returned to The Parking Utility. Parts or sub-component parts that deteriorate through normal wear and usage, such as switches, relays, lamps, belts are are to be replaced by CTR and are considered to be "Consumables." Replacement parts may or may not be manufactured by the original manufacturer, may be functionally equivalent, may be altered by CTR to enhance maintainability, and may be new or reconditioned to perform as new. Parts removed from the equipment and replaced become the property of The Parking Utility. The customer is responsible for all freight charges to the CTR Depot Repair Center and CTR is responsible for all freight charges back from the CTR Depot Repair Center to the City of Madison.
- C. Service inspections, cleaning and lubrication will be completed at the time of an on-site service call. When, in Company's opinion, a shop reconditioning is necessary because normal repair and parts replacement cannot keep the equipment in satisfactory operating condition, Company shall replace parts with either reconditioned or new components. Exchanged components shall become the property of CTR.
- D. Preventative maintenance calls shall be scheduled and performed on a regular basis, separate and apart from any unscheduled service calls. It shall be Customer's responsibility to schedule all preventative maintenance visits in accordance with the preventative maintenance schedule set forth and as mutually agreed to between both parties. The preventative maintenance checklist for the equipment shall be attached to this document as Exhibit 3.
- E. The Parking Utility shall utilize the CTR Service Log Book and shall place a telephone call to the CTR Help Desk to initiate a service call. CTR Systems shall respond to the service call and will document its service calls by using its Work Order forms. CTR will also utilize the Service Log Book by noting its work in its portion of the form. This Log Book shall be maintained by The City of Madison Parking Utility. CTR will also document all completed preventative maintenance work using the checklists provided by the City of Madison Parking Utility. These forms are attached to this document and are labeled as "Preventative Maintenance Schedules" for each individual parking facility.

## 2. Normal Service Coverage Period and CTR Response Time

CTR agrees to provide the Depot Services described on Schedule A to this Agreement Monday through Friday, between the hours of 8:30 A.M. and 5:00 P.M. EST, during



normal business hours. CTR also agrees to provide On-Site Preventative Maintenance and On-Call Services Monday through Friday between the hours of 8:30 A.M. and 5:00 P.M. CST, during normal business hours. CTR also agrees to provide On-Call services, during non-normal business hours at the pricing levels listed in "Schedule C." Standard technical response time shall be two (2) hours.

### 3. Maintenance Charges

In addition to the Annual Maintenance Agreement Service charges specified in this Agreement, if Customer requests maintenance services outside the scope of this Agreement, Customer agrees to pay the charges then in effect for such services, per Schedule "C" attached.

### 4. Payment

Payment is due upon receipt of invoice for the initial and renewal coverage periods. CTR will render its initial and renewal billing upon receipt of a signed copy of this Agreement. Payments to be made when invoiced. The fee shall be paid in one installment prior to the beginning of each annual renewal. If Customer does not pay the fees or charges associated with this Agreement, CTR may refuse to continue the services provided herein and may back charge the Customer for any labor or parts or any service whatsoever rendered in current good faith in anticipation of payment at the established rates. Customer also agrees that CTR may, at its option, provide service only on a C.O.D. per call basis. Customer agrees to pay all taxes levied or based on the service or other charges hereunder, including state and local sales taxes, and any taxes or amount in lieu thereof paid or payable by CTR exclusive of taxes based on net income. It is understood that the City of Madison is tax exempt and will attach a current tax exemption certificate to this Agreement.

### 5. Addition of Equipment, Standard Software, or Custom Software

Customer may request that parking products other than those specified on the schedules attached to this Agreement be added to this Agreement. If CTR agrees to any such addition, Customer agrees to pay the pro-rated charges for such addition, and any such addition shall be automatically renewed as provided in the Agreement.

### 6. Maintenance Service Exclusions

Maintenance services does not include repair of damages or replacement of spare parts resulting from:

- (a) Any cause external to the Parking Products including, but not limited to:

accident, fire, storm, water, conductive materials or fluids entering the equipment, service of third persons not authorized by Company to service the equipment, war, strikes, negligence, misuse, vandalism, theft, power failure, current fluctuations, lightning surges, fire, or any acts of God;

(b) Customer's failure to continually provide a suitable installation environment including, but not limited to, adequate electrical power; power must be provided by a dedicated line with a true earth ground; for safeguard against power surges and satisfactory product performance, product must have a surge suppressor; voltage must range between 108-125 volts A/C; potential between ground and neutral cannot exceed .5 volts A/C; all per the actual installation and "as-built" drawings for the project.

(c) Customer's improper use, relocation, refinishing, management or supervision of the Parking Products or other failure to use the Parking Products in accordance with CTR specifications;

(d) Customer's repair, attempted repair or modification of the Parking Products without prior authorization from CTR; recognizing that the City of Madison Parking Utility technical service personnel are authorized to perform first echelon maintenance on the lane equipment and pay on foot stations as necessary. First echelon maintenance is defined as City of Madison Parking Utility technical personnel performing an analysis on a piece of equipment to determine if the unit is in need of a replacement part or if it can be repaired without the assistance of CTR personnel. Once the steps are taken that cause the Parking Utility technical person to either repair the piece of equipment or determine that he or she cannot make said repair, a service call shall be placed in the CTR Service Log Book and a telephone call shall be made to the CTR Help Desk to log the call. In the event that the Parking Utility technical service person made the repair, a "completed" call shall be noted for reference purposes. If the call has not been completed, the call to the CTR Help Desk will initiate the service response by CTR.

(e) Customer's use of the Parking Products for purposes other than those for which they are designed or the use of accessories or supplies not approved by CTR;

(f) Any Parking Products not listed on Schedule A of this Agreement; and any parts that need replacement, labor costs and material costs, are the responsibility of the Customer. This includes all freight and applicable taxes. These costs are not covered under this agreement. Certain spare parts for the system were supplied by CTR Systems, Inc. These parts will be inventoried and listed as delivered as per the Request for Proposal documents and per the actual deliveries made by CTR Systems, Inc. to the

City of Madison. These parts are turned over to the City of Madison for the benefit of the Parking Utility operation. A copy of this inventory and delivery forms are attached to this agreement. It is further agreed that the City of Madison may purchase additional spare parts for use by either CTR Systems, Inc. or the Parking Utility in the joint effort to support and service the parking system.

(g) Any repair to equipment or software caused by supplies not purchased from CTR is not included, unless listed on Exhibit "2" attached. In order to achieve the highest quality of operation, it is recommended that the transient magnetic stripe parking tickets be purchased from Southland Printing. Additional manufacturers of magnetic stripe parking tickets may be recommended as they are approved by the lane equipment manufacturer.

Any maintenance necessary as a result of Section 6 (a) through (g) shall be a charge to Customer at the then applicable CTR Time and Materials rate.

**7. Responsibilities of Customer**

Customer agrees: (a) to provide CTR personnel with full, free and safe access to the Parking Products for purposes of maintenance, including use of data communication facilities, if required; (b) to maintain and operate the Parking Products in an environment and according to procedures which conform to CTR specifications; (c) not to allow maintenance or repair of the Parking Products by anyone other than CTR without prior authorization from CTR; and (d) to purchase all consumable supplies from CTR to insure the optimal operations of the system. CTR Systems, Inc. authorizes the City of Madison Parking Utility technical service personnel to perform first echelon maintenance on the lane equipment and pay on foot stations as necessary. Additionally, the City of Madison is authorized to purchase consumable supplies at its discretion, however, optimal operations will be realized as a result of utilizing those items specified by CTR Systems, Inc.

**8. Default**

CTR reserves the right to terminate or suspend maintenance service in the event Customer is in default under this or any other Agreement with CTR and such default is not corrected within thirty (30) business days after written notice. In addition, this Agreement will terminate and all charges due hereunder will become immediately due and payable in the event that Customer ceases to do business as a going concern or has its assets assigned by law.

**9. Warranty Exclusion**

THE PARTIES AGREE THAT ALL WARRANTIES, EXPRESS OR IMPLIED, ARE EXCLUDED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES CAUSED BY DEFECTIVE MATERIAL, OR BY UNSATISFACTORY PERFORMANCE OF THE PRODUCTS.

**10. Limitation of Liability**

Customer's sole remedy, and the sole liability of CTR, for any breach by CTR shall be repeat performance of any repair, replacement, or maintenance required under this Agreement. IN NO EVENT WILL CTR BE LIABLE FOR (A) LOST PROFITS, LOST DATA OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR (B) DAMAGES CAUSED BY CUSTOMER'S FAILURE TO PERFORM ITS RESPONSIBILITIES.

**11. General**

- (a) Neither party shall be liable for failures or delays in performance due to causes beyond its reasonable control, including war, strikes, lockouts, fire, flood, storm or other acts of God. Both parties agree to use their best efforts to minimize the effects of such failures or delays.
- (b) During and after the term of this Agreement, Customer shall not employ or utilize in any manner any service employee of CTR unless (i) such employee's employment by CTR has been terminated for at least two (2) years; (ii) CTR consents in writing; or (iii) Customer first pays to CTR an amount equal to three (3) times the highest annual salary paid to such employee.
- (c) Items excluded from this agreement are all disposables such as tickets, ink cartages, ribbons, and all consumables.
- (d) CTR will provide for its PARC/S software any error corrections and bug fixes through service pack releases based on the impact to the system. CTR can also provide such solutions through valid work around within the PARC/S software. CTR shall provide such fixes at its own expense via modem. Customer has sole discretion to decide not to install the service pack release. Upgrades are defined as providing additional or new functionality other than your current version of PARC/S. Customer may choose to upgrade at its own expense. CTR is not responsible to third party manufacturers and the obsolescence of operating systems, databases and rack or desktop computer equipment.
- (e) This Agreement shall not cover acts of vandalism or third party damage.

## Schedule "A" ( Page 1 of 2 )

### TERMS AND CONDITIONS APPLICABLE TO EQUIPMENT ONLY

The following terms and conditions apply only to the following equipment, at the location(s) specified below, ("**Equipment**"):

#### **1. Equipment Maintenance**

During the Normal Service Coverage Period, CTR will provide preventative maintenance, per Exhibit 3, to keep the Equipment in, or restore the Equipment to, good working order. Maintenance will include lubrication, adjustments and repair or replacement of parts deemed necessary by CTR upon the concurrence of The Parking Utility. Defective parts sent to CTR will be repaired (not exchanged) and returned within 20 business days from receipt at CTR's Depot Service Center unless deemed un-repairable. In the case where a part is deemed by CTR to be un-repairable and The Parking Utility concurs, a quotation for a replacement part will be provided to the Parking Utility for its approval. Such un-repairable parts shall be returned to The Parking Utility. Maintenance provided under this Agreement does not assure uninterrupted operation of the Equipment. If Customer requests that CTR perform maintenance outside the Service Coverage Period, any such emergency service will be provided, when available, at the CTR Time and Materials rates and terms then in effect.

#### Services include:

- (1) Telephone access during the Normal Service Coverage Period to a CTR Customer Support Center for problem reporting;
- (2) Scheduled preventative maintenance during the Normal Service Coverage Period shall be based upon the needs of the Equipment, and performed on a schedule as mutually agreed upon by CTR and The Parking Utility, also as shown in Exhibit 3;
- (3) Remedial maintenance performed at Customer's site during the Normal Service Coverage Period following telephone notification by Customer to a CTR Customer Support Center that the Equipment is inoperative;
- (4) Alterations required by Engineering Change Notices which CTR determines are applicable to the Equipment, if installed during the Normal Service Coverage Period; and
- (5) Like for like equipment replacement providing CTR deems equipment unrepairable: limited to equipment listed on Exhibit "1" and Exhibit "2" attached hereto.

## Schedule "A" ( Page 2 of 2 )

### TERMS AND CONDITIONS APPLICABLE TO STANDARD SOFTWARE ONLY

The following terms and conditions apply only to the following standard software at the location(s) specified below, ("**Standard Software**"):

1. **PARC/S Software Maintenance**

During the Normal Service Coverage Period, CTR shall provide:

- (a) Remote diagnostic technical assistance through the Help Desk facility to resolve Standard Software / Hardware functional problems and user problems;
- (b) Unlimited hours of Help Desk service calls; for three (3) individuals designated by the Customer; These people are identified as Steve Sweet, Jon Cottom and Joanne Easland.
- (c) Unlimited hours of remote configuration annually;
- (d) Unlimited hours of remote rate changes annually;
- (e) PARC/S Software revisions, provided remotely through the Help Desk facility;
- (f) PARC/S Software version upgrades and enhancements, if within the same or a like operating system as the Software originally covered under this Agreement. Customer agrees to pay for labor charges required to install such version upgrades and enhancements at a 20% discount of CTR's established labor rates if customer requests on-site installation;
- (g) Additional retraining at a 25% discount on CTR's established rates. Such retraining will be held at the nearest CTR Customer Support Center; and
- (h) A 5% discount on new software purchases.

2. **PARC/S Software Exclusions**

Any PARC/S Software maintenance beyond that described in Section 1 (a) through (e) above shall be charged to the Customer at the then applicable CTR Time and Materials rate.

In addition to the exclusions specified in Section 6 of this Agreement, Standard Software maintenance excludes:

- (a) Services required for application programs and conversions from products or software not supplied by CTR; and
- (b) Service for CTR Custom Software.

## **SCHEDULE "B"**

### **COMPANY'S DESIGNATED HOLIDAYS**

**&**

### **Designated Service Hours**

**Services specified in this agreement On-Site are available:**

**8:30 am to 5:00 pm CST**

**Monday – Friday**

**Services specified in this agreement by CTR Help Desk and Depot Repair Center are available:**

**8:30 am to 5:00 pm EST**

**Monday – Friday**

**Except for the following Holidays:**

**New Year's Day**

**Memorial Day**

**Independence Day**

**Labor Day**

**Thanksgiving Day**

**Day after Thanksgiving**

**Christmas Day**

City of Madison

Equipment List per Original RFP Contract and Spare Parts Change Orders

"Exhibit 1"

Quan

Description

**Network**

1	PARC/S Software Only with:
1	PARCS Count Monitoring Pkg
1	PARCS Mgmt Reports Pkg. Movement Counters By Area Report
3	PARCS Licensing / Five User License (5 User Increments Only)
1	PARCS Credit Crd Processing Pkg(ADS) / ADS Credit Card Link Software
1	Server PARCS Compaq Rack 1120663-B21 Rack 9142 42U
3	Modem US Robotics 005686-03 56K External
8	Workstation Dell 340Minitower
8	Dell Workstation 340 17" Monitor
3	Printers HP 4050 Laser 683201
8	Backup UPS APC 700 Smart UPS (Workstation) SP540A
19	Fiber IFS D1010-R3 RS232 FO Converter
1	Fiber IFS R3, R3 Rack Mount Card Cage
2	Microsoft Windows NT 2000 Server w/5 User CAL C11-00016
2	Microsoft SQL 2000
1	Computer Software Carbon Copy
1	Computer Software Norton 07-00-02693 AntiVirus Media
1	CTR GateKeeper MSSQL Ver.
8	Microsoft Windows 2000 Pro Windows NT Workstation
2	Server PARCS 11-25 Lanes Compaq Proliant ML350 G2 1.4GHz/133 Rack Redundant
2	Compaq V7550 17" CRT Flay Face Plate CRT - Carbon Silver

**Government East**

2	Zeag Entry Station PE ORION
3	Zeag Exit Station PA 000 ORION
2	Zeag Cashier Terminal PH/PX 000 ORION
3	Zeag Cashier Terminal PH/PX 003 Patron fee display LCD
3	Zeag Cashier Terminal PH/PX 007 DesktopUCD-w/prntr w/escrow
3	Zeag Cashier Station Cash Drawer EP125K
3	Zeag Cashier Station Citizen Receipt Printer IDP3551
3	Zeag Cashier Station Wyse 55 Monochrome Monitor 982008
3	Tech Data 982002 ACSII Keyboard
3	Zeag Pay Station PK 000 ORION with:Cash/CC
8	HID Mini Proximity Reader ( to 5.5" Read Range) HID5365 with MR50
1	Pedestals for Prox
3	Fiber IFS D1010 RS232 FO Converter
7	Magnetic MIB-30 Barrier Gate w/dual detector/MLC-1.4 sec
2	Back ups, APC-650 UPS For Cashier Stations, BK650M
7	Talk-a-Phone ETP-400 (Mod2)



- 1 Talk-a-Phone EC-8 Consolidator
- 1 SCP/C card access controller with power supply

**Capital Square North**

- 3 Zeag Entry Station PE ORION
- 3 Zeag Exit Station PA 000 ORION
- 2 Zeag Cashier Terminal PH/PX 000 ORION
- 2 Zeag Cashier Terminal PH/PX 003 Patron fee display LCD
- 2 Zeag Cashier Terminal PH/PX 007 DesktopUCD-w/prntr w/escrow
- 2 Zeag Cashier Station Cash Drawer EP125K
- 2 Zeag Cashier Station Citizen Receipt Printer IDP3551
- 2 Zeag Cashier Station Wyse 55 Monochrome Monitor 982008
- 2 Tech Data 982002 ACSII Keyboard
- 2 Zeag Pay Station PK 000 ORION with:Cash/CC
- 9 HID Mini Proximity Reader ( to 5.5" Read Range) HID5365 with MR50
- 1 Pedestals for Prox
- 2 Fiber IFS D1010 RS232 FO Converter
- 7 Magnetic MIB-30 Barrier Gate w/dual detector/MLC-1.4 sec
- 2 Back ups, APC-650 UPS For Cashier Stations, BK650M
- 8 Talk-a-Phone ETP-400 (Mod2)
- 2 Talk-a-Phone EC-8 Consolidator
- 1 SCP/C card access controller with power supply

**State Street Capital Ramp**

- 3 Zeag Entry Station PE ORION
- 4 Zeag Exit Station PA 000 ORION
- 3 Zeag Cashier Terminal PH/PX 000 ORION
- 3 Zeag Cashier Terminal PH/PX 003 Patron fee display LCD
- 3 Zeag Cashier Terminal PH/PX 007 DesktopUCD-w/prntr w/escrow
- 3 Zeag Cashier Station Cash Drawer EP125K
- 3 Zeag Cashier Station Citizen Receipt Printer IDP3551
- 3 Zeag Cashier Station Wyse 55 Monochrome Monitor 982008
- 3 Tech Data 982002 ACSII Keyboard
- 2 Zeag Pay Station PK 000 ORION with:Cash/CC
- 6 HID Mini Proximity Reader ( to 5.5" Read Range) HID5365 with MR50
- 2 Pedestals for Prox
- 3 Fiber IFS D1010 RS232 FO Converter
- 9 Magnetic MIB-30 Barrier Gate w/dual detector/MLC-1.4 sec
- 4 Back ups, APC-650 UPS For Cashier Stations, BK650M
- 11 Talk-a-Phone ETP-400 (Mod2)
- 2 Talk-a-Phone EC-8 Consolidator
- 1 SCP/C card access controller with power supply

**Overture Center**

- 4 Zeag Entry Station PE ORION
- 4 Zeag Exit Station PA 000 ORION
- 4 Zeag Cashier Terminal PH/PX 000 ORION
- 4 Zeag Cashier Terminal PH/PX 003 Patron fee display LCD
- 4 Zeag Cashier Terminal PH/PX 007 DesktopUCD-w/prntr w/escrow
- 4 Zeag Cashier Station Cash Drawer EP125K
- 4 Zeag Cashier Station Citizen Receipt Printer IDP3551
- 4 Zeag Cashier Station Wyse 55 Monochrome Monitor 982008

- 4 Tech Data 982002 ACSII Keyboard
- 2 Zeag Pay Station PK 000 ORION with:Cash/CC
- 12 HID Mini Proximity Reader ( to 5.5" Read Range) HID5365 with MR50
- 3 Fiber IFS D1010 RS232 FO Converter
- 8 Magnetic MIB-30 Barrier Gate w/dual detector/MLC-1.4 sec
- 4 Back ups, APC-650 UPS For Cashier Stations, BK650M
- 10 Talk-a-Phone ETP-400 (Mod2)
- 2 Talk-a-Phone EC-8 Consolidator
- 1 SCP/C card access controller with power supply

**State Street Campus Ramp (Lake)**

- 2 Zeag Entry Station PE ORION
- 2 Zeag Exit Station PA 000 ORION
- 2 Zeag Cashier Terminal PH/PX 000 ORION
- 2 Zeag Cashier Terminal PH/PX 003 Patron fee display LCD
- 2 Zeag Cashier Terminal PH/PX 007 DesktopUCD-w/prntr w/escrow
- 2 Zeag Cashier Station Cash Drawer EP125K
- 2 Zeag Cashier Station Citizen Receipt Printer IDP3551
- 2 Zeag Cashier Station Wyse 55 Monochrome Monitor 982008
- 2 Tech Data 982002 ACSII Keyboard
- 1 Zeag Pay Station PK 000 ORION with:Cash/CC
- 2 HID Mini Proximity Reader ( to 5.5" Read Range) HID5365 with MR50
- 2 Fiber IFS D1010 RS232 FO Converter
- 4 Magnetic MIB-30 Barrier Gate w/dual detector/MLC-1.4 sec
- 2 Back ups, APC-650 UPS For Cashier Stations, BK650M
- 5 Talk-a-Phone ETP-400 (Mod2)
- 1 Talk-a-Phone EC-8 Consolidator
- 1 SCP/C card access controller with power supply

**State Street Campus Ramp (Frances)**

- 2 Zeag Entry Station PE ORION
- 2 Zeag Exit Station PA 000 ORION
- 2 Zeag Cashier Terminal PH/PX 000 ORION
- 2 Zeag Cashier Terminal PH/PX 003 Patron fee display LCD
- 2 Zeag Cashier Terminal PH/PX 007 DesktopUCD-w/prntr w/escrow
- 2 Zeag Cashier Station Cash Drawer EP125K
- 2 Zeag Cashier Station Citizen Receipt Printer IDP3551
- 2 Zeag Cashier Station Wyse 55 Monochrome Monitor 982008
- 2 Tech Data 982002 ACSII Keyboard
- 1 Zeag Pay Station PK 000 ORION with:Cash/CC
- 2 HID Mini Proximity Reader ( to 5.5" Read Range) HID5365 with MR50
- 2 Fiber IFS D1010 RS232 FO Converter
- 4 Magnetic MIB-30 Barrier Gate w/dual detector/MLC-1.4 sec
- 2 Back ups, APC-650 UPS For Cashier Stations, BK650M
- 5 Talk-a-Phone ETP-400 (Mod2)
- 1 Talk-a-Phone EC-8 Consolidator
- 1 SCP/C card access controller with power supply

**Brayton**

- 1 Zeag Entry Station PE ORION
- 2 Zeag Exit Station PA 000 ORION
- 2 Zeag Pay Station PK 000 ORION with:Cash/CC

- 1 Fiber IFS D1010 RS232 FO Converter
- 3 Magnetic MIB-30 Barrier Gate w/dual detector/MLC-1.4 sec
- 7 Talk-a-Phone ETP-400 (Mod2)
- 1 Talk-a-Phone EC-8 Consolidator
- 1 SCP/C card access controller with power supply

**1120 Sayle St (Shop)**

- 4 HID Mini Proximity Reader ( to 5.5" Read Range) HID5365 with MR50
- 1 Zeag Cashier Terminal PH/PX 000 ORION
- 1 Zeag Cashier Terminal PH/PX 003 Patron fee display LCD
- 1 Zeag Cashier Terminal PH/PX 007 DesktopUCD-w/prntr w/escrow
- 1 Zeag Cashier Station Cash Drawer EP125K
- 1 Zeag Cashier Station Citizen Receipt Printer IDP3551
- 1 Zeag Cashier Station Wyse 55 Monochrome Monitor 982008
- 1 Tech Data 982002 ACSII Keyboard
- 1 Fiber IFS D1010 RS232 FO Converter
- 1 Back ups, APC-650 UPS For Cashier Stations, BK650M

**Madison Municipal Building Rm 100 (Main Office)**

- 1 Zeag Cashier Terminal PH/PX 000 ORION
- 1 Zeag Cashier Terminal PH/PX 003 Patron fee display LCD
- 1 Zeag Cashier Terminal PH/PX 007 DesktopUCD-w/prntr w/escrow
- 1 Zeag Cashier Station Cash Drawer EP125K
- 1 Zeag Cashier Station Citizen Receipt Printer IDP3551
- 1 Zeag Cashier Station Wyse 55 Monochrome Monitor 982008
- 1 Tech Data 982002 ACSII Keyboard
- 1 Fiber IFS D1010 RS232 FO Converter
- 1 Back ups, APC-650 UPS For Cashier Stations, BK650M

**Spares Parts**

- 1 Zeag Exit Station PA 000 ORION
- 1 Zeag Entry Station PE ORION
- 1 Zeag Cashier Terminal PH/PX 003 Patron fee display LCD
- 2 Barrier arms with hardware
- 2 Barrier gate controller
- 3 Power Supply for Lane Equipment
- 3 Universal Card Device
- 4 Main CPU Boards for Lane Equipment
- 3 Display for Entry, Exit and Pay Stations
- 1 Spare Pay Station Coin Safe
- 1 Spare Pay Station Bill Dispenser
- 1 Spare Pay Station Bill Safe
- 4 HID Mini Proximity Reader ( to 5.5" Read Range) HID5365 with MR50
- 1 SCP/C card access controller with power supply
- 2 Talk-a-Phone ETP-400 (Mod2)
- 1 Talk-a-Phone EC-8 Consolidator
- 1 SCP/C card access controller with power supply

**Additional Spare Operations Parts:**

DeLaRue Bill Cassettes--909, 1728, 906, 1237, 1436, 1471, 1440, 1479, 1203, 1407, 1402,  
28 1442, 1504, 1507, 1172, 1209, 959, 1123, 2060, 2343, 1740, 1772, 1745, 1734, 907, 1139,  
1140, 1151

14 Zeag Coin Safes

Mars BNA541 Cash Boxes--205987, 205986, 178462, 178427, 178494, 178495, 184969,  
14 184974, 197657, 197654, 205985, 178499, 178871, 178870

Money Controls MK4 Coin Hoppers--35200154, 35200191, 409684, 252275, 409660,  
260941, 409659, 30802305, 409681, 30802301, 32100129, 30401392, 32100123, 32100135,  
33601586, 32400038, 33601550, 30401390, 30401379, 30401388, 409677, 30802299,  
28 409682, 32100110, 409694, 30802303, 42201794, 42201801

## EXHIBIT "2"

**LIST OF EQUIPMENT PURCHASED BY CUSTOMER  
WHICH WAS "NOT INCLUDED"  
BY CTR SYSTEMS PER THE  
ORIGINAL RFP CONTRACT AND RFP SPARE PARTS**

**THIS EQUIPMENT IS COVERED UNDER THIS AGREEMENT FOR MAINTENANCE  
SERVICES**

City of Madison

Quantity	Description	Serial Number(s)
1	Mars Bank Note Acceptor	214908-4011

## **EXHIBIT "3"**

### **PREVENTATIVE MAINTENANCE LIST**

- |  |                   |
|--|-------------------|
| <b>1. Clean all UCD's (All Stations &amp; Desktop UCD's)</b>                 | <b>Monthly</b>    |
| <b>2. Clean all Bank Note Acceptors (Cleaning 2)</b>                         | <b>Quarterly</b>  |
| <b>3. Check Heating &amp; Ventilation (All Stations &amp; Desktop UCD's)</b> | <b>Quarterly</b>  |
| <b>4. Change Ventilation Filter (All Stations &amp; Desktop UCD's)</b>       | <b>Semiannual</b> |
| <b>5. Clean all Coin Acceptors</b>   | <b>Quarterly</b>  |
| <b>6. Clean all Bank Note Acceptors (Cleaning 3)</b>                         | <b>Semiannual</b> |
| <b>7. Clean DeLaRue Mechanism rollers, etc.</b>                              | <b>Monthly</b>    |

# 2005 Shop & MMB Preventative Maintenance Schedule

	Jan	Feb	March	Apr	May	June	Jul	Aug	Sept	Oct	Nov	Dec
Shop Desktop UCD	Clean UCD's	Clean UCD's	Clean UCD's	Clean UCD's	Clean UCD's	Clean UCD's	Clean UCD's	Clean UCD's	Clean UCD's	Clean UCD's	Clean UCD's	Clean UCD's
MMB Desktop UCD	Check Heating & Ventilation	Check Heating & Ventilation	Check Heating & Ventilation	Change Ventilation Filter	Change Ventilation Filter	Change Ventilation Filter	Change Ventilation Filter	Change Ventilation Filter	Change Ventilation Filter	Change Ventilation Filter	Change Ventilation Filter	Change Ventilation Filter

RECORD  
DATE  
PERFORMED  
IN THE BOX

# 2005 Brayton Preventative Maintenance Schedule

		RECORD DATE PERFORMED IN THE BOX														
		Jan	Feb	March	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec			
Entrance Station #1	Clean UCD's															
	Clean DeLaRue Mechanism rollers															
	Clean UCD's															
	Clean DeLaRue Mechanism rollers															
Exit Station #1	Clean UCD's															
	Clean DeLaRue Mechanism rollers															
	Clean UCD's															
	Clean DeLaRue Mechanism rollers															
Pay Station #1	Clean UCD's															
	Clean DeLaRue Mechanism rollers															
	Clean UCD's															
	Clean DeLaRue Mechanism rollers															
Pay Station #2	Clean UCD's															
	Clean DeLaRue Mechanism rollers															
	Clean UCD's															
	Clean DeLaRue Mechanism rollers															

		RECORD DATE PERFORMED IN THE BOX														
		Jan	Feb	March	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec			
Entrance Station #1	Clean UCD's															
	Clean DeLaRue Mechanism rollers															
	Clean UCD's															
	Clean DeLaRue Mechanism rollers															
Exit Station #1	Clean UCD's															
	Clean DeLaRue Mechanism rollers															
	Clean UCD's															
	Clean DeLaRue Mechanism rollers															
Pay Station #1	Clean UCD's															
	Clean DeLaRue Mechanism rollers															
	Clean UCD's															
	Clean DeLaRue Mechanism rollers															
Pay Station #2	Clean UCD's															
	Clean DeLaRue Mechanism rollers															
	Clean UCD's															
	Clean DeLaRue Mechanism rollers															



# 2005 CSN Preventative Maintenance Schedule

RECORD DATE  
PERFORMED IN  
THE BOX  
PROVIDED.

	Jan	Feb	March	Apr	May	June
Desktop UCD #1						
Entrance Station #1						
Exit Station #1						
Pay Station #1						
Desktop UCD #2						
Entrance Station #2						
Exit Station #2						
Pay Station #2						
Entrance Station #3						
Permit Exit Station						
	Clean UCD's	Clean DeLaRue Mechanism rollers	Clean UCD's	Clean DeLaRue Mechanism rollers	Clean UCD's	Clean DeLaRue Mechanism rollers
	Clean DeLaRue Mechanism rollers	Clean UCD's	Clean DeLaRue Mechanism rollers	Clean UCD's	Clean DeLaRue Mechanism rollers	Clean UCD's
	Clean UCD's	Clean DeLaRue Mechanism rollers	Check Heating & Ventilation	Clean UCD's	Clean DeLaRue Mechanism rollers	Check Heating & Ventilation
	Check Heating & Ventilation	Clean DeLaRue Mechanism rollers	Clean DeLaRue Mechanism rollers	Clean DeLaRue Mechanism rollers	Clean DeLaRue Mechanism rollers	Change Ventilation Filter
	Clean BNA (Cleaning 2)	Clean Coin Acceptor	Clean Coin Acceptor	Clean UCD's	Clean DeLaRue Mechanism rollers	Clean DeLaRue Mechanism rollers
	Clean Coin Acceptor	Clean UCD's	Clean DeLaRue Mechanism rollers	Clean UCD's	Clean DeLaRue Mechanism rollers	Clean BNA (Cleaning 2)
	Clean UCD's	Clean DeLaRue Mechanism rollers	Clean UCD's	Clean DeLaRue Mechanism rollers	Clean UCD's	Clean BNA (Cleaning 3)
	Clean DeLaRue Mechanism rollers	Clean UCD's	Clean DeLaRue Mechanism rollers	Clean UCD's	Clean DeLaRue Mechanism rollers	Clean Coin Acceptor

	Jul	Aug	Sept	Oct	Nov	Dec
Desktop UCD #1						
Entrance Station #1						
Exit Station #1						
Pay Station #1						
Desktop UCD #2						
Entrance Station #2						
Exit Station #2						
Pay Station #2						
Entrance Station #3						
Permit Exit Station						

# 2005 SSCa-Lake Preventative Maintenance Schedule

RECORD DATE  
PERFORMED IN  
THE BOX  
PROVIDED.

	Jan	Feb	March	Apr	May	June
Desktop UCD #1						
Entrance Station #1						
Exit Station #1						
Pay Station #1						
Desktop UCD #2						
Entrance Station #2						
Exit Station #2						
	Clean UCD's	Clean DeLaRue Mechanism rollers	Clean UCD's	Clean DeLaRue Mechanism rollers	Clean UCD's	Clean DeLaRue Mechanism rollers
	Clean DeLaRue Mechanism rollers	Clean UCD's	Clean DeLaRue Mechanism rollers	Clean UCD's	Clean DeLaRue Mechanism rollers	Clean UCD's
	Clean UCD's	Clean DeLaRue Mechanism rollers	Clean UCD's	Clean DeLaRue Mechanism rollers	Clean UCD's	Clean DeLaRue Mechanism rollers
	Check Heating & Ventilation	Clean UCD's	Check Heating & Ventilation	Clean UCD's	Check Heating & Ventilation	Clean UCD's
	Clean DeLaRue Mechanism rollers	Clean UCD's	Clean DeLaRue Mechanism rollers	Clean UCD's	Clean DeLaRue Mechanism rollers	Clean UCD's
	Clean BNA (Cleaning 2)	Clean UCD's	Clean BNA (Cleaning 2)	Clean UCD's	Clean BNA (Cleaning 2)	Clean UCD's
	Clean Coin Acceptor	Clean UCD's	Clean Coin Acceptor	Clean UCD's	Clean Coin Acceptor	Clean UCD's
	Clean UCD's	Clean UCD's	Clean UCD's	Clean UCD's	Clean UCD's	Clean UCD's
	Clean DeLaRue Mechanism rollers	Clean UCD's	Clean DeLaRue Mechanism rollers	Clean UCD's	Clean DeLaRue Mechanism rollers	Clean UCD's
	Clean UCD's	Clean UCD's	Clean UCD's	Clean UCD's	Clean UCD's	Clean UCD's
	Clean DeLaRue Mechanism rollers	Clean UCD's	Clean DeLaRue Mechanism rollers	Clean UCD's	Clean DeLaRue Mechanism rollers	Clean UCD's
	Clean UCD's	Clean UCD's	Clean UCD's	Clean UCD's	Clean UCD's	Clean UCD's
	Check Heating & Ventilation	Clean UCD's	Check Heating & Ventilation	Clean UCD's	Check Heating & Ventilation	Clean UCD's
	Change Ventilation Filter	Clean UCD's	Change Ventilation Filter	Clean UCD's	Change Ventilation Filter	Clean UCD's
	Clean DeLaRue Mechanism rollers	Clean UCD's	Clean DeLaRue Mechanism rollers	Clean UCD's	Clean DeLaRue Mechanism rollers	Clean UCD's
	Clean BNA (Cleaning 2)	Clean UCD's	Clean BNA (Cleaning 2)	Clean UCD's	Clean BNA (Cleaning 2)	Clean UCD's
	Clean BNA (Cleaning 3)	Clean UCD's	Clean BNA (Cleaning 3)	Clean UCD's	Clean BNA (Cleaning 3)	Clean UCD's
	Clean Coin Acceptor	Clean UCD's	Clean Coin Acceptor	Clean UCD's	Clean Coin Acceptor	Clean UCD's

	Jul	Aug	Sept	Oct	Nov	Dec
Desktop UCD #1						
Entrance Station #1						
Exit Station #1						
Pay Station #1						
Desktop UCD #2						
Entrance Station #2						
Exit Station #2						

C:\CTR Systems\Madison Wisconsin\ipm Schedule for zeag equipment\backshop & MMB

# 2005 SSCa-Frances Preventative Maintenance Schedule

RECORD DATE  
PERFORMED IN  
THE BOX  
PROVIDED.

	Jan	Feb	March	Apr	May	June
Desktop UCD #1						
Entrance Station #1						
Exit Station #1						
Pay Station #1						
Desktop UCD #2						
Entrance Station #2						
Exit Station #2						
	Clean UCD's	Clean DeLaRue Mechanism rollers	Clean UCD's	Clean DeLaRue Mechanism rollers	Clean UCD's	Clean DeLaRue Mechanism rollers
	Clean DeLaRue Mechanism rollers	Clean UCD's	Clean DeLaRue Mechanism rollers	Clean UCD's	Clean DeLaRue Mechanism rollers	Clean UCD's
	Clean UCD's	Clean DeLaRue Mechanism rollers	Check Heating & Ventilation	Clean DeLaRue Mechanism rollers	Clean UCD's	Check Heating & Ventilation
	Check Heating & Ventilation	Clean DeLaRue Mechanism rollers	Clean BNA (Cleaning 2)	Clean Coin Acceptor	Clean DeLaRue Mechanism rollers	Change Ventilation Filter
	Clean DeLaRue Mechanism rollers	Clean BNA (Cleaning 2)	Clean Coin Acceptor	Clean UCD's	Clean DeLaRue Mechanism rollers	Clean DeLaRue Mechanism rollers
	Clean BNA (Cleaning 2)	Clean Coin Acceptor	Clean UCD's	Clean DeLaRue Mechanism rollers	Clean UCD's	Check Heating & Ventilation
	Clean Coin Acceptor	Clean UCD's	Clean DeLaRue Mechanism rollers	Clean UCD's	Check Heating & Ventilation	Change Ventilation Filter
	Clean UCD's	Clean DeLaRue Mechanism rollers	Clean DeLaRue Mechanism rollers	Clean DeLaRue Mechanism rollers	Clean UCD's	Clean DeLaRue Mechanism rollers
	Clean DeLaRue Mechanism rollers	Clean UCD's	Check Heating & Ventilation	Change Ventilation Filter	Clean DeLaRue Mechanism rollers	Clean BNA (Cleaning 2)
	Check Heating & Ventilation	Change Ventilation Filter	Clean DeLaRue Mechanism rollers	Clean BNA (Cleaning 2)	Clean BNA (Cleaning 3)	Clean Coin Acceptor
	Change Ventilation Filter	Clean DeLaRue Mechanism rollers	Clean BNA (Cleaning 2)	Clean BNA (Cleaning 3)	Clean Coin Acceptor	
	Clean DeLaRue Mechanism rollers	Clean BNA (Cleaning 2)	Clean BNA (Cleaning 3)	Clean Coin Acceptor		
	Clean BNA (Cleaning 2)	Clean BNA (Cleaning 3)	Clean Coin Acceptor			
	Clean BNA (Cleaning 3)	Clean Coin Acceptor				
	Clean Coin Acceptor					

	Jul	Aug	Sept	Oct	Nov	Dec
Desktop UCD #1						
Entrance Station #1						
Exit Station #1						
Pay Station #1						
Desktop UCD #2						
Entrance Station #2						
Exit Station #2						

C:\CTR Systems\Medison\Wisconsin\pm Schedule for zeag equipment for kjs\Shon & MMB

# 2005 GE Preventative Maintenance Schedule

RECORD DATE  
PERFORMED IN  
THE BOX  
PROVIDED.

	Jan	Feb	March	Apr	May	June
Clean UCD's						
Clean DeLaRue Mechanism rollers						
Clean UCD's						
Clean DeLaRue Mechanism rollers						
Clean UCD's						
Check Heating & Ventilation						
Clean DeLaRue Mechanism rollers						
Clean BNA (Cleaning 2)						
Clean Coin Acceptor						
Clean UCD's						
Clean DeLaRue Mechanism rollers						
Clean UCD's						
Clean DeLaRue Mechanism rollers						
Clean UCD's						
Check Heating & Ventilation						
Change Ventilation Filter						
Clean DeLaRue Mechanism rollers						
Clean BNA (Cleaning 2)						
Clean BNA (Cleaning 3)						
Clean Coin Acceptor						

	Jul	Aug	Sept	Oct	Nov	Dec
Desktop UCD #1						
Entrance Station #1						
Exit Station #1						
Pay Station #1						
Desktop UCD #2						
Entrance Station #2						
Exit Station #2						
Pay Station #2						
Permit Exit Station						

C:\CTR Systems\Maintenance\Wisconsin\FM Schedule for zang equipment\hshj\Shop & MMB

# 2005 SSCo Preventative Maintenance Schedule

RECORD DATE  
PERFORMED IN  
THE BOX  
PROVIDED.

	Jan	Feb	March	Apr	May	June
Clean UCD's						
Clean DeLaRue Mechanism rollers						
Clean UCD's						
Clean DeLaRue Mechanism rollers						
Clean UCD's						
Check Heating & Ventilation						
Clean DeLaRue Mechanism rollers						
Clean BNA (Cleaning 2)						
Clean Coin Acceptor						
Clean UCD's						
Clean DeLaRue Mechanism rollers						
Clean UCD's						
Clean DeLaRue Mechanism rollers						
Clean UCD's						
Check Heating & Ventilation						
Change Ventilation Filter						
Clean DeLaRue Mechanism rollers						
Clean BNA (Cleaning 2)						
Clean BNA (Cleaning 3)						
Clean Coin Acceptor						

	Jul	Aug	Sept	Oct	Nov	Dec
Exit Station #1						
Pay Station #1						
Desktop UCD #1						
Entrance Station #2						
Exit Station #2						
Pay Station #2						
Desktop UCD #2						
Entrance Station #3						
Exit Station #3						
Desktop UCD #3						
Entrance Station #4						
Exit Station #4						

# 2005 OC Preventative Maintenance Schedule

RECORD DATE  
PERFORMED IN  
THE BOX  
PROVIDED.

	Jan	Feb	March	Apr	May	June
Clean UCD's						
Clean DeLaRue Mechanism rollers						
Clean UCD's						
Clean DeLaRue Mechanism rollers						
Clean UCD's						
Check Heating & Ventilation						
Clean DeLaRue Mechanism rollers						
Clean BNA (Cleaning 2)						
Clean Coin Acceptor						
Clean UCD's						
Clean DeLaRue Mechanism rollers						
Clean UCD's						
Clean DeLaRue Mechanism rollers						
Clean UCD's						
Check Heating & Ventilation						
Change Ventilation Filter						
Clean DeLaRue Mechanism rollers						
Clean BNA (Cleaning 2)						
Clean BNA (Cleaning 3)						
Clean Coin Acceptor						

	Jul	Aug	Sept	Oct	Nov	Dec
Desktop UCD #1						
Entrance Station #1						
Exit Station #1						
Pay Station #1						
Desktop UCD #2						
Entrance Station #2						
Exit Station #2						
Pay Station #2						
Desktop UCD #3						
Entrance Station #3						
Exit Station #3						
Desktop UCD #4						
Entrance Station #4						
Exit Station #4						

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## Exhibit "A"

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### Section 6. Miscellaneous.

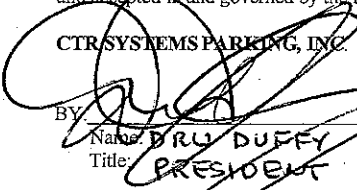
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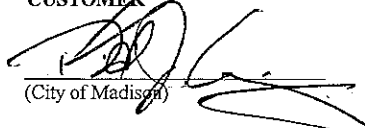
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CTRSYSTEMSPARKING, INC.

BY:   
Name: DR. DUFFY  
Title: PRESIDENT

Date: 2-25-2005

CUSTOMER

  
(City of Madison)

BY:

Date: 4-19-05

Name:  
Title: