Grant Parish School Board
Bulk Fuel Equipment
Due: January 18, 2012 10:00am

PRESENTED BY:

Trak Engineering, Inc.
2901 Crescent Dr.
Tallahassee, FL 32301
PH: 850-878-5585
www.trakeng.com

CONTACT:

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TRAKeng.com
Computerized Fuel Management
Solutions   Since 1981

Corporate Sales: 2901 Crescent Drive, Tallahassee, FL 32301
PH 850-878-4585 FAX 850-656-8265 www.trakeng.com   PEI MEMBER

CELEBRATING 30 Years 1981 - 2011

Trak Engineering, Inc. is bidding the Fuel Management portion of this bid only.

          RE: **Fuel Management System for**
                    Grant Parish School Board
        DUE: **January 18, 2012 10:00 am CST**

Thank you for the opportunity to submit a proposal for the Bulk Fuel Equipment, Fuel Management System. Trak Engineering, Inc. (Trak) recommends our SentryGOLD System, and we are presenting two options that fit your requirements:

          OPTION 1:   *SentryGOLD Fuel Management System*
          OPTION 2:   *Fully-Automated SentryGOLD Fuel Management System.*

Trak is uniquely qualified to deliver the Fuel Management System for Grant Parish School Board. We have been in business for 30+ years, located in Tallahassee, Florida. We were founded and our headquarters remains in Tallahassee, Florida where we are incorporated. Trak began in fluid management in 1981 and it is still our primary business. Our systems are implemented in over 3,000 fuel sites with hundreds of thousands of vehicles throughout the U.S. and are configured to meet each customer's individual requirements.

Trak Engineering is committed to providing Grant Parish School Board with a solution that encompasses the specifications in the RFP for a fuel management system. Our willingness to customize our software and operations is one of our strongest characteristics.

We are proud to submit our response and look forward to the opportunity to work with you in the future. If you have any questions, please give me a call at 850-878-4585 ext. 325 or my cell phone, 850-445-9604.

Sincerely,

Katherine Blyth

Katherine Blyth
Marketing & Sales

ITEMIZED DESCRIPTION AND COST OF COMPONENTS FOR OPTION 1

OPTION 1: SentryGOLD Fuel Management System
Personnel Identification Number (PIN)/Vehicle Identification Number (VIN)
PINs are assigned to each driver and/or VINs to each vehicle in your organization to gain access to the Fuel Sentry. This can be anywhere from four (4) to ten (10) characters in length. The number can be automatically generated by the system, transferred from another system, or selected by the person.

Fuel Management System			
Item	Qty	List Price	List Total
SentryGOLD - Fuel Management System - Fuel Island Terminal - no key reader included	1	$5,995.00	$5,995.00
Sentry Installation:	1	$2,000.00	$2,000.00
Hose Controls	3	$450.00	$1,350.00
Hose Installation:	3	$400.00	$1,200.00
WinCC Fuel Management System	1	$995.00	$995.00
Data Converter	1	$595.00	$595.00
Bulk Fluid Controll Unit	4	$1,099.00	$4,396.00
Bulk Fluid Installation:	4	$515.00	$2,060.00
Scissor lift to install bulk fluid controller	1	$1,000.00	$1,000.00
Total			**$19,591.00**

Customer is responsible for electrical.

Trak does not install conduit. **Conduit from the pedestal location to each dispenser and from the fuel island to the nearest building for communication, must be installed prior to Trak's arriving onsite for the installation.**
Conduit is not required if using a one-watt Maxstream radio for wireless communication between the fuel island and the nearest building. There is no additional charge for the radios if installed by Trak during the initial installation.

Quote Detail:

SentryGOLD Pedestal for Fuel Site - one of the most innovative and technologically advanced systems available today. It incorporates a Windows-based operating system with a full-color graphical display, touch screens, audio prompts and more.
Wired or Wireless Communication – The Wireless Sentry can communicate up to 2000'.
Installation – complete installation, setup, training, 24/7 phone support, and full bumper-to-bumper 12 month warranty. We provide installation of the wire (in existing conduit) from the Sentry to the closest building or we use wireless if conduit is not available. Trak provides installation of the wire (in existing conduit) from the Sentry to each hose.

Hose Control Kit – one per hose – this contains the Pump Control Module (PCM) that is used to turn the hose on and off and the Pulser Power Unit (PPU) used to read the quantity of fuel dispensed.

WinCC Central Controller Fuel Management Software - WinCC is the database software that provides the ability to report on all of your fueling information. It polls, downloads, stores and organizes the information from the Fuel Sentry(s). The WinCC Software manages the database functions of the system, stores the transactions, inventory, vehicles and personnel information. There are over 40 standard reports that can be saved to a word doc, a PDF file or an excel spreadsheet plus you can export to your fleet maintenance software or any windows based software program.

Data Converter - The Trak Data Converter communicates from the Sentry to the Central Controller. The Central Controller is a Windows-based computer running Trak's Fuel Management System software.

Bulk Fluid Control Unit - automated control unit that measures and controls the flow of bulk fluids products. You can control access and maintain an automated record of who took fluid and when, how much, and for which bus or vehicle.

NOTE: More detailed information for each product/service listed above is available upon request.

Terms:
- Quote Valid for 180 days.
- The above cost breakdowns include setup, training and a One-year warranty on all parts and labor provided by Trak Engineering, Inc. technicians or certified by Trak
- Sales tax or permit fee, if applicable are not included.
- Payment of 70% of the total purchase order, including applicable sales tax, is due prior to shipment of equipment.
- Final 30% of the total purchase order, including applicable sales tax is due 30 days after work performed by Trak Engineering and project is completed to the satisfaction of the customer and contractor.
- Current Lead Time: 6-8 Weeks After Receipt of Order

Conditions must be completed prior to Installation
- Dispensers must be equipped with a non-repeating, 10:1 reed switch pulsers.
- Dispensers must be fully operational.
- Fuel needs to be in the tank.
- An available 2' by 2' concrete slab is needed for mounting the Sentry Pedestal.
- Conduit from the pedestal location to each dispenser is needed.
- A 100-volt AC power source is required at the Sentry Pedestal location.
- Tank monitor must have RS232 board.
- Network drop within 500 feet of Fuel island – for communication to main computer

OPTION 2: *Fully-Automated SentryGOLD Fuel Management System*

Fully Automated – Each vehicle in your fleet that is fully automated will have a SMARTag pre-installed and attached to the odometer/hourly meter of the vehicle. When the vehicle pulls up to the fuel island, the vehicle ID and odometer/hourly meter is sent via wireless RF to the Sentry pedestal.

Fully-Automated Fuel Management System Dealer's Quote			
Item	**Qty**	**List Price**	**List Total**
Fully-Automated SentryGOLD - Fuel Management System - Fuel Island Terminal - no key reader included	1	$6,895.00	$6,895.00
Sentry Installation:	1	$2,000.00	$2,000.00
Fully-Automated Hose Controls	3	$750.00	$2,250.00
Hose Installation:	3	$400.00	$1,200.00
WinCC Fuel Management System	1	$995.00	$995.00
Data Converter	1	$595.00	$595.00
Bulk Fluid Controll Unit	4	$1,099.00	$4,396.00
Bulk Fluid Installation:	4	$515.00	$2,060.00
Scissor lift to install bulk fluid controller	1	$1,000.00	$1,000.00
Fully-Automated Components			
SMARTag Netbook Programmer	1	$950.00	$950.00
Onsite Implementation Specialise	1	$4,500.00	$4,500.00
Enhanced SMARTag for Transit Vehicles - does not include installation	77	$199.00	$15,323.00
Total			**$42,164.00**

PLEASE NOTE: The above quote includes one week training with our Onsite Implementation Trak Technician for Fully Automated Systems. Due to the nature of fully automated systems (as compared to key or credit card systems), the successful startup and implementation of the system is essential to the success of the entire system for years to come. The system we quoted has an estimated life span of over 15 years. To help you achieve your fuel management objectives, our Trak Technician who is a specialist in Fully Automated Systems, is onsite for training and assistance during the implementation stage of the Fully Automated System. This includes teaching your mechanics installation methods and calibration of the Smart Tags on the various types of vehicles in your fleet. If additional training is desired see below:

OPTIONAL Onsite Assistance and Training on SMARTag Installation and Configuration			
Onsite Implementation Specialist (weekly rate includes travel)	1	$4,500.00	$4,500.00

Customer is responsible for electrical.

Trak does not install conduit. Conduit from the pedestal location to each dispenser and from the fuel island to the nearest building for communication, must be installed prior to Trak's arriving onsite for the installation.

Conduit is not required if using a one-watt Maxstream radio for wireless communication between the fuel island and the nearest building. There is no additional charge for the radios if installed by Trak during the initial installation.

Quote Detail:

Fully Automated System – Passive system with SMARTag installed on your vehicles to automatically send wireless the vehicle's ID, odometer/hour, and optionally OBDII trouble codes.

SentryGOLD Pedestal for Fuel Site - one of the most innovative and technologically advanced systems available today. It incorporates a Windows-based operating system with a full-color graphical display, touch screens, audio prompts and more.

Wired or Wireless Communication – The Wireless Sentry can communicate up to 2000'.

Installation – complete installation, setup, training, 24/7 phone support, and full bumper-to-bumper 12 month warranty. We provide installation of the wire (in existing conduit) from the Sentry to the closest building or we use wireless if conduit is not available. Trak provides installation of the wire (in existing conduit) from the Sentry to each hose.

FA Hose Control Kit – one per hose – this contains the Pump Control Module (PCM) that is used to turn the hose on and off and the Pulser Power Unit (PPU) used to read the quantity of fuel dispensed.

WinCC Central Controller Fuel Management Software - WinCC is the database software that provides the ability to report on all of your fueling information. It polls, downloads, stores and organizes the information from the Fuel Sentry(s). The WinCC Software manages the database functions of the system, stores the transactions, inventory, vehicles and personnel information. There are over 40 standard reports that can be saved to a word doc, a PDF file or an excel spreadsheet plus you can export to your fleet maintenance software or any windows based software program.

Data Converter - The Trak Data Converter communicates from the Sentry to the Central Controller. The Central Controller is a Windows-based computer running Trak's Fuel Management System software.

Bulk Fluid Control Unit - automated control unit that measures and controls the flow of bulk fluids products. You can control access and maintain an automated record of who took fluid and when, how much, and for which bus or vehicle.

SMARTag Netbook Programmer - Trak utilizes portable hand-held Netbook Personal Computer as the device that programs and updates Trak's SMARTags directly.

Onsite Implementation Specialist - Trak Technician is onsite for training and assistance including teaching your mechanics installation methods and calibration of the SMARTags on the various types of vehicles in your fleet.

SMARTag Transit Tag with ECM - Designed mainly for heavy fleet vehicles that have ECM's by DDEC, International, Cummings, or Allison. This provides Vehicle ID, Odometer and up to 10 of the last engine codes or trouble codes. *(price listed is price per vehicle and does not include installation)*

Equipment / vehicles that are not equipped for fully-automated can use VIN/PIN for access or some other type of access device to obtain fuel.

NOTE: More detailed information for each product/service listed above is available upon request.

Terms:

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- Sales tax or permit fee, if applicable are not included.
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- Tank monitor must have RS232 board.
- Network drop within 500 feet of Fuel island – for communication to main computer

Trak Engineering, Inc.

Trak Engineering, Inc. is uniquely qualified to provide Fuel Management Solutions. We have been designing, developing, manufacturing and selling Fuel Management Systems since its beginning in February 1981. Trak's vision was to move the fuel management industry into a more state-of-the-art technology and advance the industry. After 30 years, Trak remains a frontrunner in fuel management. Trak continues to perfect and improve our systems to meet the changing business and economic climate and our customers' requirements.

TRAK Engineering holds a unique position in fuel management with numerous Industry firsts:

- ➢ *Using a personal computer for the Central Controller (Apple II before the PC)*

- ➢ *Electronic keys for access*

- ➢ *Fiber optics for pump controls*

- ➢ *Radio Frequency (RF) for communication*

- ➢ *Radio Frequency (RF) controlled mobile tanker system*

- ➢ *Direct communication to vehicle ECM for odometer pickup (fully-automated systems)*

- ➢ *Windows-based fuel island terminal with full-color display, bi-lingual prompts, touch screens and more*

- ➢ *Fully-functioning browser-based Central Controller fuel management software*

Trak takes pride on our longevity and being at the forefront of this technology. We were the first to develop a system that employs a Windows operating system at the fuel island with a full-color customizable touch screen and audio prompts that are easy to use even if you have little or no computer background. Since the beginning, Trak continues to push our fuel management system to take advantage of available and improving technology. As a result, we have had many firsts in the industry.

The cornerstones of every Trak project are also the most important steps to insuring the project's success:

1. **Listening** (to the customer's needs and desires)
2. **Communicating** (with the customer during all phases of the project and beyond, including ongoing support)

Trak listens to our customers throughout every project to understand the result you are looking for. Then we discuss the most efficient and economical method to deliver those results. Trak's extensive experience in multiple industries provides us with the foresight to detect pitfalls or challenges that may be inherent in the proposed project. By communicating these to the customer, challenges can be resolved before they have a chance to start.

Environmental issues are ever changing. It is Trak's responsibility to understand and meet the requirements without endangering the project or putting the customer at a disadvantage.

When it makes sense, Trak uses local companies to supplement our national technical service team in case of emergencies. With no middleman (Trak is the sole manufacturer and provider of our fuel management system), we are able to keep the price at a minimum and develop long-term relationships with our customers. Trak has customers in every industry and of every size; from nationwide companies with multiple systems and locations, servicing 30,000+ vehicles to companies with one fuel island and less than ten vehicles.

Trak possesses numerous attributes that distinguish us from the rest of the industry and are beneficial to the contracting entities.

1. **Stability & Experience:** 30 years of developing dynamic solutions in response to industry advances.

2. **Financial:** Progressive growth throughout 30 years of various economic changes.

3. **Individual customer attention:** We pride ourselves on our willingness and ability to make changes to our Central Controller software to meet our customer's specific requirements

4. **One company (vendor) responsible for all facets of the solution:** Trak designs, develops, manufactures, tests, and distributes all of our systems. There is no middleman and no time is wasted trying to determine who and what is to blame for any malfunction in the system. "The buck stops here."

5. **Nationwide service technicians:** who are trained and certified on Trak's equipment and who are employees of the company.

6. **Free web training:** that can be customized to meeting your needs.

7. **Direct access to all staff and managers:** including the President.

8. **American made and serviced.**

Diverse Customer Base

Our 500 + customers consist of both government and private industry. The private industry customers are mainly companies with large fleets of vehicles. Some examples include:

New York City Transit Authority
Customer since 1994
Over 70 sites
Over 56,000 buses

Metropolitan Transit – Minneapolis, MN
Customer since 2001
18 sites
Over 2,000 buses

Houston Unified School District
Customer since 2006
Over 2,800 vehicles

Tyson Foods
Customer since 1998
Over 45 sites
Over 9,000 trucks

Walt Disney World
Customer since 1991
20,000 vehicles/equipment

TRAK's Customers

Our 500+ customer base consists of 70% government and 30% private industry. The private

industry customers are mainly companies with large fleets of automobiles (see examples below). The government sector consists of state fleets, county fleets and city fleets. We have many school districts and universities in addition to many utility companies as well.

Our systems are implemented in over 3,000 fuel sites with hundreds of thousands of vehicles throughout the U.S. and are configured to meet each customer's individual requirements. Some include – a keyless system, a read/write memory key activated system, card reader – HID compliant, and a fully-automated (keyless, non-user input, non-intervention), passive system.

Trak services companies with one fuel site, one dispenser and one hose as well as companies with over 70 sites. Some began with our first systems and have continued to upgrade to the newest technologies. Our system is easily upgraded and infinitely expandable.

Trak Engineering, Inc.
U.S.A. Customers

Industry	Total Trak Customers	Total Fuel Sites
Cities & Towns	132	642
Counties	64	390
States (some are not entire state)	35	560
Universities & Colleges	32	28
Independent School Districts	38	65
Transits	75	230
Utilities	36	359
Post Offices	43	118
Federal & Military	50	150
Private – trucking, commercial, etc.	90	615
Total:	**595**	**3,157**

OPTION 1: SentryGOLD (the SentryGOLD is also the foundation of OPTION 2: Fully-Automated

SentryGOLD Automated Fuel Management System

*S*entryGOLD is a Windows-based Fuel Management System. As with all Trak's FMS it can use various types of access devices. It is easily upgraded to a passive system, using radio frequency vehicle access.

SentryGOLD with Sun Visor

The SentryGOLD is sometimes called the fuel island terminal. It is usually located at the fuel island next to the dispensers. It stands 5'4" tall (on top of the 4"-5" island) – so viewing and entering information is easy. Completely weather proof; hot, cold, rain and snow. The color display makes it easy to view in daytime and nighttime.

SentryGOLD features include:

➢ Operates easily with virtually no training needed for your personnel.

➢ Uses the Microsoft Windows Operating System and graphical standard.

➢ Authorizes dispensing of the proper fuel type for each vehicle.

➢ Authorizes vehicle and personnel via a Chip or Proximity Key; Proximity, Magnetic or Barcode Card; or Keypad entry, compatible with most fuel/personnel cards.

➢ Transmits fueling transactions from the SentryGOLD at the fuel site to the Central Controller office computer.

➢ Delivers special messages and automatic Preventative Maintenance messages to individual vehicles, or it can lock out vehicles from fueling.

The Sentry Provides

• **Color Graphic Touch** Screen Display There are many other display technologies available, but only LCD can be seen in strong, direct sunlight.

• **Offers bi-lingual prompts.**

• **Touch Screen Entry** – no moving parts, so it is unaffected by dirt or windblown sand.

• **Single Stack Unit** – All electronics are in one "box" design provides ease-of-use when switching out parts – no computer skills needed.

➢ Capable of Wireless communication from SentryGOLD at fuel island to the network.

➢ Performs general diagnostics through remote communication from your office computer or from Trak's Support Personnel.

➢ Controls the dispensing of Alternative Fuels (CNG, LP, Hydrogen, etc.).

➢ Ability to transmit data through your network or via the Internet.

- Housing built with extruded aluminum to withstand extended use, improves security, and is capable of operation in wide variety of weather conditions.

- Operates up to 8-16 hoses.

- Stores 500,000 transactions and up to 500,000 vehicle/employee numbers.
- Excludes fuel types by vehicle.

- Delivers reporting software with over 40 standard reports – easy interface to virtually all accounting & fleet maintenance programs

- Interfaces with tank monitors.

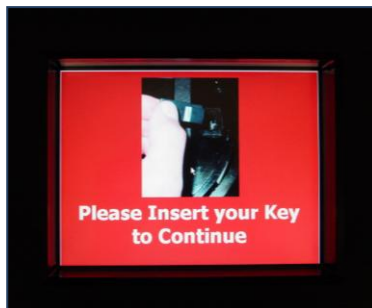## SENTRYGOLD: Color Touch Screen - Can be Customized

- ✓ **5"4 in height**
- ✓ **8" Color Display**
- ✓ **14" wide by 8" deep**
- ✓ **Touch Screen**
- ✓ **MS Windows**
- ✓ **Key, Card, or RFID**
- ✓ **Audio Instruction**
- ✓ **Bi-lingual**

Easily Setup your own Wallpaper with your organization's logo.

Alphabetic Keys and/or Numeric Keys can be displayed.

Graphically show all hoses available.

Have Trak setup a custom screen to capture your needs such as – tires that might need replacing.

Shows directions with pictures, text and sound (bi-lingual). Makes training a snap.

SentryGOLD Technical Specifications

PERFORMANCE	
Controlled Hoses	Eight– with standard module Sixteen with enhanced module
Operation	Continuous, simultaneous pumping all hoses
Time-outs	1 to 99 seconds, selectable
Memory Storage Time	Indefinite
Definition	1/10, 1/100 or 1/1000 gallon or quart
Expected Life	18 Years
MTBF	12,000 hours
MTTR	15 Minutes
Users (Vehicles & Personnel)	Expands to 500,000+
ELECTRICAL	
Supply Voltage	115 VAC
Supply Current	1000 ma maximum,250 nominal
Power Consumption	115 watts max. 30 watts nominal
Communications	Direct wire, Fiber Optic, Wireless
Signal Lines	Fiber optic
COMPUTER	
Operating System	Microsoft WinCE 4.2
Internal RAM Memory	64MB DRAM, 34MB Flash memory
Ports	USB keyboard/mouse interface
Development	MS Visual Studio .NET
Database	MS SQL
Storage Space	Expands to 500,000 Transactions
PHYSICAL AND ENVIRONMENTAL	
Electronics	Board with 8.4 inch TFT LCD display
Display	640 x 480 VGA color
Keypad	Touch screen interface
Access Devices	Key / Cards / PIN / SMARTag
Temperature Control	Thermostat controlled, internal heater
Fully Automated Operation	Software only modification

Both OPTION 1 and OPTION 2

Various Fuel Management Access Devices Available
More than one access methods can be used i.e. Fully-Automated vehicles
with non-fully-automated vehicle or equipment using keys or other device

Selecting an access device is vital for security at the Fuel Sentry and **Trak** provides many different configurations and selections for such. If vehicle information and personnel information (driver / who pumped the fuel) is to be captured by your Fuel Management System, you will need to select access devices for both.

Access Device: Device Free System

The simplest access method, although the least secure, is the manual entry on the key pad for either vehicle or personnel id.

Personnel Identification Numbers, Personnel ID, can be assigned to each driver or **Vehicle Identification Numbers**, Vehicle ID, to each vehicle in your organization to gain access to the Fuel Sentry. This can be anywhere from four (4) to ten (10) characters in length. The number can be automatically generated by the system, transferred from another system, or selected by the person.

Access Device: Trak Keys

Dallas One-Touch

Trak's SMART Chipkey

- ➤ The **Trak SMART Chipkey** is a solid-state device embedded in a durable plastic holder.
- ➤ 5-10 yr life span
- ➤ Life of 1,000,000 read/write cycles.
- ➤ A unique 5- digit code identifies each key in the system.
- ➤ Individually enabled or disabled from the Central Controller.
- ➤ A 10 digit alphanumeric field is used to identify the vehicle number.
- ➤ Each of the keys is separately assigned permissible fuels.
- ➤ Each key can be assigned with a maximum amount of fuel to be obtained in 24 hours
- ➤ 3-digit code is issued to identify keys in the same system.
- ➤ Many colors to choose from so you can color code by security level, department, vehicle, and personnel/driver.
- ➤ Odometer reading or hour meter reading at time of fueling.

Both OPTION 1 and OPTION 2
The Central Controller with Fuel Management Software

Although the Fuel Sentry can carry out the entire fueling procedure on the Fuel Island by itself, it does not constitute an entire system. A Central Controller is the heart of the system. It polls/downloads, stores and organizes the information from the Fuel Sentries. The Central Controller is normally an existing PC at the customer's site with Trak's WinCC and FuelTRAK Software (developed by Trak Personnel) residing on it. It also provides the interface between the system operator and all of the Fuel Sentries, as well as the communication path to other computers for the file exports.

The Trak Fuel Management Software (FMS) is menu driven and almost entirely automated. It directs the operator through the few daily functions, polling and reports available on a scheduled & unattended basis. The FMS manages all of the database functions of the system, including the storing of transaction, inventory, vehicle and personnel information. All files, both data and control, can be easily edited through the program. Communications
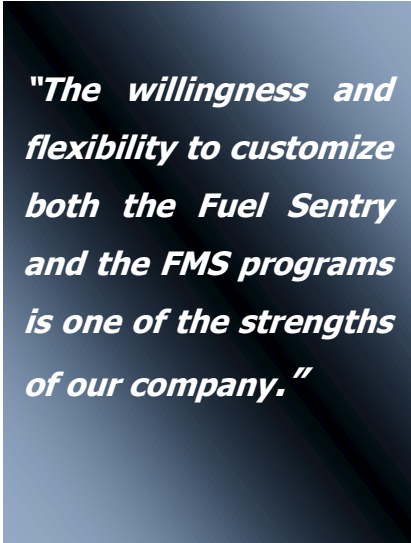
Standard Sentry's Capacity	
VEHICLES:	
500,000	Keys / Cards / PIN / VMU
PERSONNEL:	
500,000	Keys / Cards / PIN
DEPARTMENTS:	Customer Determined
FUEL ISLAND:	280
TANKS:	600
HOSES:	8 -16 per Sentry
PRODUCTS:	15

Trak realizes that communications plays a major role in determining the success or failure of the project. The following aspects of the Fuel Sentry Design, aid in the generation and maintenance of the fuel information network.

➢ Each Fuel Sentry is autonomous in operation. A disconnection between the Sentry and the Central Controller has no immediate effect on the local drivers/users.

➢ A Polling report is produced during communication that indicates if the modem was reached, if modem is used, and which Fuel Sentry polled successfully. The Fuel Sentry does not erase polled data, even after it has been successfully retrieved. The data is maintained, and may be re-polled, until the space it occupies in memory is needed for new transactions. In addition, the Fuel Management Software is designed to pull out duplicate transactions during polling, so re-polling may be done at any time without fear of corrupting the files. This re-polling provides a backup to data.

➢ Trak has created numerous programs for interfacing the Central Controller to external computer systems. The Fuel Management Software, written and maintained by Trak can be modified to fit the needs of the customers.

Trak's WinCC Central Controller Software performs the following functions:

> Communications to all the Fuel Sentry Island terminals in the system via network connection, wireless connection, modem with phone line, or direct-wired connection.

> Accumulates daily fuel issue transactions received from each Sentry.

> Capabilities of polling tank monitoring systems and combining information with fuel usage reporting. Both functions with one reporting tool!

> Reports tank dipping and flags for reorder.

> Allows entry of manual fueling transactions.

> Creates an export files to be sent to another computer or fleet maintenance software.

> Passes updated system data to each Sentry to reflect new system parameters.

> Maintains vehicle, personnel, site, tank and hose databases.

> Stores and uses 100 individual departments along with complete alphanumeric labels for each department.

> Prints on request a total vehicle/personnel list and individual vehicle's fueling history.

"The willingness and flexibility to customize both the Fuel Sentry and the FMS programs is one of the strengths of our company."

> Sets prices by tank and assigns the quantity of fuel dispensed to show price per transaction.

> Transmits Preventative Maintenance (PM) messages to the Sentry that are displayed to the individual vehicle when fueling. Stores the number of times a PM message is to be received and resets the PM flag automatically.

> Sends other messages to individual vehicles. Maintains the number of times the message is displayed.

> Generates daily, weekly, monthly, quarterly, and yearly reports for each Sentry showing the number of transactions polled, pump and tank inventory, time of polling, error messages and system parameters. Sorts the daily transaction listing by date and time, vehicle number, or personnel data (or other transaction data elements).

Fuel Transaction Export

The system has the ability to export and import the Trak fuel transactions to/from Fleet Maintenance packages as well as many other computer systems. This includes other software package exports such as: Microsoft Standards as well: Excel, Word, ACCESS. WinCC and FuelTRAK FMS provide the feature to export these transactions. You may select what part (or all) of each transaction is sent and in what order the fields are arranged. Below is a sample of Trak's standard output file.

In addition to being able to export/import transaction data, other data transfers are possible. These include:
- Vehicle data
- Personnel data
- Inventory data

Data Layout

1	2	3	4	5	6	7	8	9	10	11	12	13	14
001	00001	0449	10252002	01	02	00084	011113	000000	01473	00000	C82543		000443
001	00002	0454	10252002	01	02	00105	003945	000000	01346	08267	741498	56316	000554
001	00003	0711	10252002	05	01	00258	039485	000000	01406	08297	727202	48697	001362
001	00004	0818	10252002	01	02	00249	026435	000000	01494	00000	170149		001552

Field #	Length	Name	Description
1	3	Sentry Number	Designates site of transaction
2	5	Transaction Number	Sequentially assigned number by sentry
3	4	Time	Time of transaction (hhmm 24-hour basis)
4	8	Date	Date of transaction (mmddyyyy)
5	2	Pump Number	Pump number at site
6	2	Product Number	Product number of fuel dispensed
7	5	Quantity	Stored in tenths
8	6	Odometer Entry	Mileage entered by operator
9	6	Optional Entry	Additional entry that may be required at sentry
10	5	Vehicle Number	Vehicle key/card/PIN used
11	5	Personnel Number	Personnel key/card/PIN used
12	10	Vehicle ID	Vehicle Identification
13	10	Personnel ID	Personnel Identification
14	6	Cost	Cost of the fuel dispensed

Reports

Custom reports can be designed for each customer, with latitude in the order of sorting and the range of sites, dates, vehicles and other variables. The Trak System does not require full time use of the computer the software is installed on. The Trak System comes with many preset reports: over 40. Additional report parameters or use of a third party report generator for ad hoc reporting is optional with the system.

The following table contains a list of the types of reports that can be generated with the Sentry system

Sample of Standard Reports

TRANSACTION REPORTS:	VEHICLE REPORTS:
Transaction List in Date/Time Order	Vehicle List in Identity Order
Transaction List in Sentry Order	Vehicle List by Department
Transaction List in Personnel Order	Vehicle List of PM Due
Transaction List in Vehicle Order	Vehicle Performance Report
Transaction List of Errors	Vehicle Mileage Override Report
SITE REPORTS:	Vehicle List – FA Calibration
Sentry Report – Totals Only	PERSONNEL REPORTS:
Sentry Report in Vehicle Order	Personnel List in ID Order
BILLING REPORTS:	Personnel List in Last Name Order
Dept. Billing Report – Vehicle Summary	FUEL USE REPORTS:
Vehicle List in PM Due	Fuel Use Report by Type
INVENTORY REPORTS:	Fuel Use by Personnel
Tank Reconciliation Report	Fuel Use by Vehicle – Summary
Inventory Activity Report	Fuel Use by Department
Tank Balance Report	Fuel Use by Description – Summary

Brief Summary of each Report:

Transaction:
Date/Time Order – List transactions in order by date and time.
Sentry Order – Lists transactions in date/time order by Sentry ID.
Personnel Order - Lists transactions in date/time order by personnel ID.
Vehicle Order - Lists transactions in date/time order by vehicle ID.
Errors – Lists all transactions that generated error codes and what error(s).
Master Key Usage – Lists all transactions in which a master key was used.

Site:
Sentry Report in Date/Time Order – Lists transaction by date/time by Sentry.
Sentry Report Totals Only – Reports fuel totals and cost by Sentry.
Sentry Report in Vehicle Order – Lists transactions in vehicle order by Sentry.

Billing
Report – Detail – Lists billing information in detail by department, vehicle, and totals.
Vehicle Summary – Billing summary for vehicles in order of department id/vehicle id.
Department Summary – Billing summary totals by department.

Inventory:
Tank Reconciliation Report – Displays tank balances from start and end dates and any received fuel in between then compares the tank balances with what the Trak System recorded and lists the discrepancy.
Pump Totalizer Report – This report displays a meter reading for each hose at the start and end dates, the difference between those readings, reports shows the difference between these readings and the total fuel the Trak System recorded as dispensed for the same period.
Inventory Activity Report – Displays information on inventory changes for each tank.
Tank Balance Report- Displays the current balance information for each tank along with unit cost, total value, amount needed to refill, tank size, and refill notice.
Tank Reconciliation Report, No Dippings- Same as the tank reconciliation report above, but for systems tied into tank monitors, such as Veeder-Roots, etc.
Tank Balance Report (FIFO)- Balance report for systems that use FIFO costing.

Vehicle:
List in Identity Order – Lists vehicle information in order by vehicle ID.
Vehicle List By Department – Lists vehicle information in order by department.
Vehicle List of PM Due – Lists all vehicles that are ready for preventive maintenance checkup.
Vehicle Performance Report – Displays vehicle mileage, fuel use, MPG, and total cost.
Mileage Override Report – Displays a list of vehicles that have exceeded the mileage retries limit.
List by Type – Lists vehicles in order by type.
MPG Deviation Report – Displays vehicles in which the current MPG is significantly different from the reported average MPG for that vehicle.
Fuel Use by Dept/Vehicle Summary – Lists the amount of fuel used by each vehicle within a department.

Personnel:
List in ID Order – Lists all personnel in order by ID number.
List in Dept/Name Order – List personnel within department in order by name.
List in Last Name Order – Lists all personnel alphabetically.

Fuel Use:
Fuel Use by Type – Displays fuels usage in order by vehicle type.
Fuel Use by Vehicle – Detail – Displays detailed fuel usage in order by vehicle.
Fuel Use by Personnel – Displays fuel usage by personnel ID.
Fuel Use by Vehicle – Summary – Displays summarized fuel usage by vehicle ID.
Fuel Use by Department – Displays fuel usage by vehicles within a department.
Fuel Use by Description – Summary – Displays fuel usage by vehicle description.

MISC:
Listing – Departments – List information for each department.
**Listing – Site Information –** Lists information for each Sentry.
Listing – Tanks – Lists information for each tank.

Both OPTION 1 and OPTION 2
## FuelTRAK – Web-based Fuel Management Software

FuelTrak is a web-based fuel management system software designed to work in conjunction with the Trak SentryGOLD and Sentry VI. It is password protected and accessible through your organization's Intranet and via the Internet. With multiple levels of password security, you can decide who has access to the system, including over 40 reports.

With FuelTRAK you can poll fuel sites, encode keys, perform data entry on all screen for fuel management; such as vehicle, personnel, department, tanks, sites, products, etc. FuelTRAK is also used for all reporting and exporting files.

FuelTrak is a true web-based fuel control and reporting software that puts YOU in charge of your fuel dispensing and reporting needs.
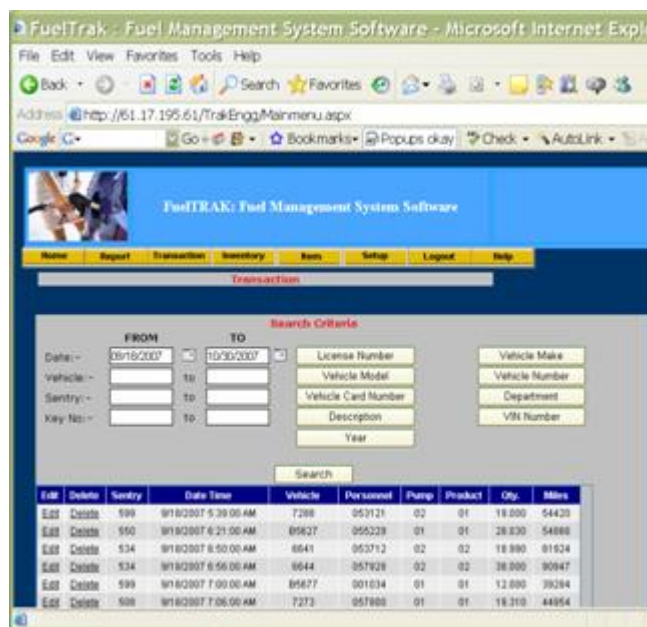
- ➢ *Hassle free fuel control*
- ➢ *Multi-level data access*
- ➢ *Web-Enabled Reporting*
- ➢ *Ties into all retail purchases (i.e. WEX or Voyager Cards)*
- ➢ *Automated functions set up for daily tasks*
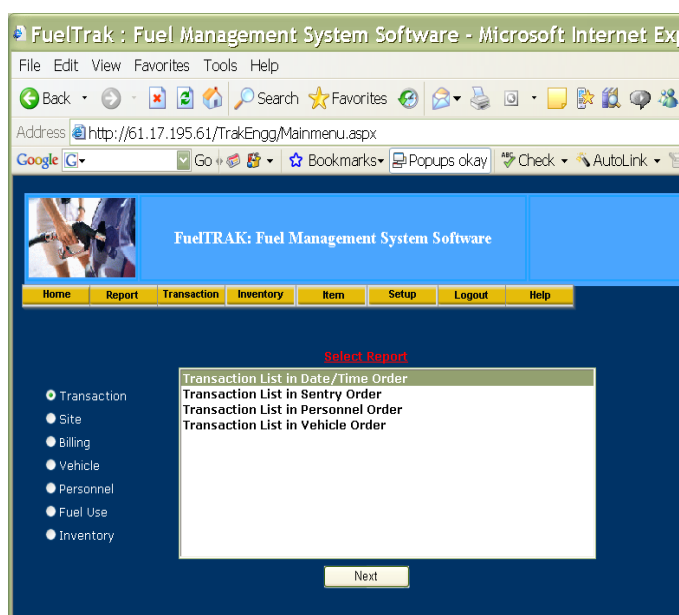
FRONT-END

Interface:	Browser Internet Explorer
Development:	Visual Studio .NET

BACK-END

Database:	ODBC compliant MS SQL, SQLExpress
Operating System:	Windows,
Communication:	Organization's network – Intranet Internet
Import/Export:	ASCII Standard Virtually all Fleet Maintenance Systems

Both OPTION 1 and OPTION 2

Bulk Fluid Control Unit

The Trak Bulk Fluid Control is a low cost, automated control unit, designed to measure and control the flow of bulk oil products. It is designed to work with most bulk products, including, transmission fluid, coolants, oil, DEF windshield washer fluid, and more. Facilities with the Trak Fuel Sentry will find the Bulk Fluid Control an invaluable addition to total island automation. With the Bulk Oil Fluid Control, you can control access and maintain an automated record of who took oil, how much, when and for which bus or vehicle.

The Bulk Fluid Control Unit is designed to work with most bulk products:

➢ transmission fluid
➢ coolants
➢ oil
➢ DEF
➢ windshield washer fluid

and more

The unit is designed around an ASCO solenoid valve and pulser unit. They are housed in a small enclosure and are connected via fiber optics to the Sentry. Power must also be supplied to the Bulk Fluid Control unit. The price includes a Pump Control Module that is the interface between the Bulk Fluid Control and the Sentry. The unit is generally mounted near the oil reel although it can be placed anywhere along the oil supply line dependant upon site conditions, distances, etc.

When the driver needs oil, he simply inserts the appropriate oil reel and dispenses the oil or selected bulk fluid into the vehicle. The Sentry then records a standard transaction including the vehicle data, time, date, and number of quarts, dispenser number and other data. The oil reel functions just like another dispenser hose.

The unit is easily installed. It requires 115 VAC power and is connected to the Sentry via fiber optics. Each Bulk Fluid Control is counted as one (1) hose. You can connect as many as you need to a Sentry up to a total of eight (8) hoses including the fuel hoses already connected. Trak does not sell or install oil reels or pumps but these are easily obtained from your local pump supplier. Please be aware that the oil must be filtered before it is pumped through the Oil Control unit.
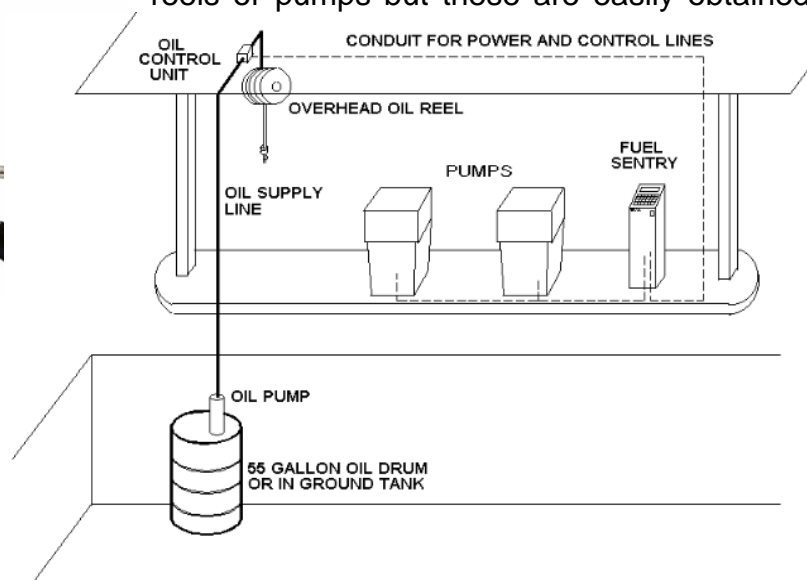
Bulk Oil - Technical Specifications

| PERFORMANCE	
Hose Count	1 Hose position in Fuel Sentry
Definition	1/10 Quart increments
Expected Life	10 Years
CV Flow Factor	3.2
MTBR	12,000 Hours
MTTR	60 Minutes
ELECTRICAL	
Supply Voltage	115 VAC
Supply Current	300 ma maximum
Power Consumption	35 watts max.
Interconnect	Field Connection
Signal Lines	Fiber optic
PHYSICAL AND ENVIRONMENTAL	
Dimensions	9.5 x 7.5 x 4.75 (HWD)
Mounting	Any position, bracket mount
Interface	½" Female pipe thread
Operating Temperature	-51 to 49 C
Storage Temperature	-55 to 70 C
Storage Relative Humidity	0 to 95% (non-condensing)
Operating Relative Humidity	0 to100%
Housing	Machine gray fiberglass
FUNCTIONAL ELEMENTS	
Electronics	Tank Pump Control Module
Temperature Control	Internal heater, single thermostat

Both OPTION 1 and OPTION 2

The Wireless Sentry

Your Trak fuel management system no longer needs conduit for communication from the fuel island to the closest building anymore. Trak has an option to utilize wireless communication for our fuel island terminal, our **Fuel Sentry**.

Trak uses the MaxStream wireless radio for communication. The **MaxStream wireless radios** provide:

- 900 MHz license-free ISM bands
- 19.2 kbps over-the-air data rates
- Commercial (0° to +70°C) or industrial (-40° to +85°C) grades
- Serial or USB connections

If the Central Controller is at the same location as your fuel site, or one of your fuel sites, the wireless can be used for that interface. If the Central Controller is not at the same location as the fuel site, communication can be accomplished through phone line or through a network connection.

Wireless Communication
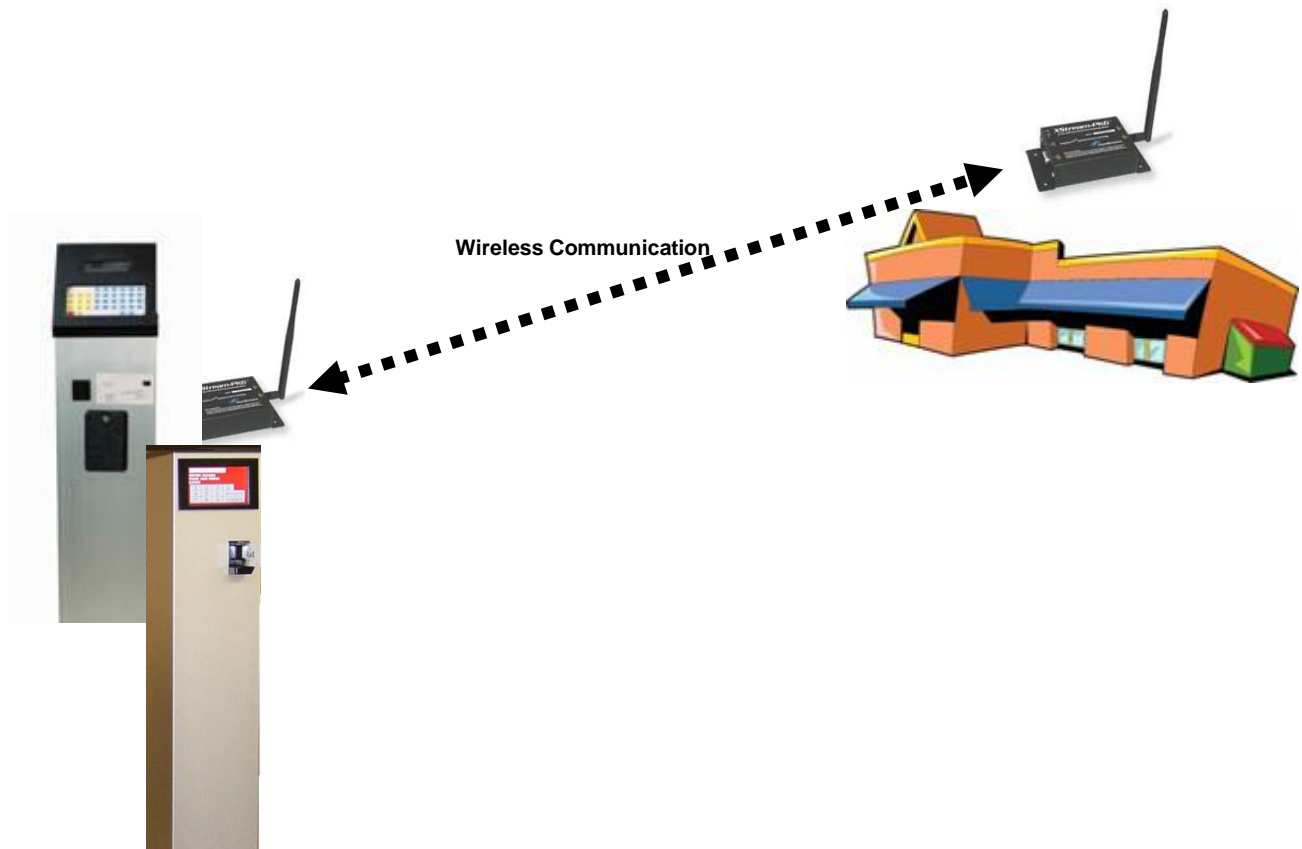
Both OPTION 1 and OPTION 2
Communication Options

Fuel Island (1 or more Sentries)
1. 110 Power for Sentry
2. Conduit from Sentry to Dispenser(s)
   (Trip Shield may be used)
3. Conduit from Fuel Island to Building
   (Wireless Communication Maxstream
   Radios may be used instead of conduit)

Closest Building

Communication From Island to Building

1. Conduit for Communication: either Fiber
   Optic or Hardwire (2 twisted pair)
2. If NO Conduit: Wireless 1 watt Maxstream
   Radios can be used. **1500 feet length
   range.**

IP Serial Device – 4" by 5" by 1"

**Three Options for Communication from
Building to Central Controller PC:**
Network Drop REMOTE – Cat 5 / RJ45
(Wireless Ethernet can be used with Wireless IP
Serial Device)
Phone Line REMOTE Central controller –
connects directly to Data Converter's built in
modem.
Local - Data Converter plugs directly into local
Central Controller PC (computer)

Data Converter 7" by 5" by 2"
With built in Modem

110 Power – Standard 110 wall plug
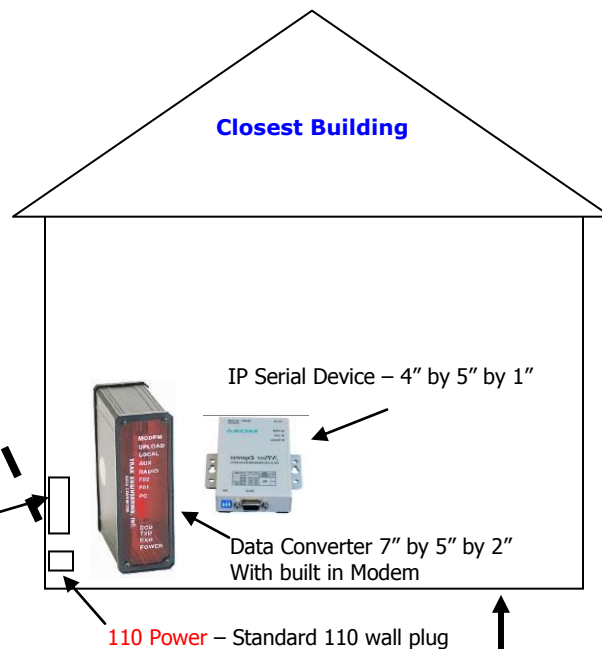
Closest Building – what is needed? Depends on how the communication is desired.

1. 110 Power

If Hardwire or Fiber Optic from fuel island you will need:
1. Data Converter to connect hardwire or fiber optics
2. The Data Converter contains a built-in modem and direct connection. If you connect via phone line or directly to a local
   Central Controller PC this is all you need.

If Wireless from fuel island you will need:
1. Wireless Transmitter/Receiver box (the radios are a two-way communication – one is located inside the Sentry and the other is
   located inside the closest building).
2. Data Converter (with built in modem) if you want to connect to a phone line or if you want to connect to a local Central
   Controller PC.
OR
1. Wireless IP Serial Device if you want to connect via the internal network to the Central Controller PC.

If Network Communication to Central Controller PC:
1. Network Drop (if communicating via the internal network) - In order for the IP Serial Device to work, a standard computer
   network 'drop' must be placed near the IP Serial Box at each site. An IP address number must be assigned (usually obtained
   from your Help Desk or Networking Section) during installation of the IP Device. LAN is preferable, but a VPN or even a
   standard Internet connection will work. Wireless Ethernet can be used with Wireless IP Serial Device.

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OPTION 2 ONLY

Trak Fully Automated SentryGOLD Fuel Management System

Trak's Fully Automated Fuel Management System provides the highest level of security for your fleet and the highest level of accuracy for your data. Each vehicle in your fleet, or selected vehicles, is equipped with Trak's SMARTags. The SMARTag is a small on-board computer that stores the vehicle data and relays it to the Trak Fuel Sentry console in order to authorize fueling and gather precise, pre-determined, information. The SMARTag is pre-programmed with our SMARTag Netbook Programmer, and then installed on the vehicle.

Both the SMARTag and the SMARTag with OBDII store the vehicle ID, current odometer reading, fuel type and limit, system ID, and engine hours (optional). The SMARTag contains EEPROM circuit, which stores all the data in non-volatile memory.

Fueling process:

BENEFITS

➢ **Tighter control on your fluid assets**
   -- the automated fueling system is self-contained and doesn't rely on human input

➢ **Enhanced Security** –the vehicle identification is done electronically

➢ **Increased productivity** -- fueling time is decreased and time on the road is increased, because drivers don't waste time punching in codes

➢ **Increased reporting accuracy --** data is retrieved electronically with no room for human error

➢ **Less expensive** --Trak's system is self-contained so there is less to install and less to maintain

➢ **Increased flexibility and scalability** Trak's fully- automated fueling is compatible with Trak's key based systems, so you can mix and match or upgrade your existing system as needed

1. The vehicle pulls up to the dispenser and the SMARTag transmits, wirelessly, the vehicle information.
2. If the vehicle information is correct, the vehicle is authorized for fueling.
3. The fueler lifts the fuel nozzle and places it into the fill pipe.
4. When fuel nozzle is placed in the fuel fill pipe of the vehicle, the SMARTag relays the vehicle's stored information to the Sentry.
5. The Sentry validates the vehicle ID number and the fuel type of the inserted hose.
6. If the information is valid, the fuel hose is activated and the data is recorded. Trak's Sentry can accommodate all fuelers simultaneously.
7. When fueling is complete, the nozzle is removed from the vehicle and the transaction is terminated (a timeout can be configured).
8. The Sentry disables the hose, making it available for another vehicle.
9. Not all vehicles or equipment are required to use the fully automated procedure. The Sentry can accept data via the key reader or keypad by utilizing Identification Numbers (PIN or VIN) or card or keys.
10. Both the SMARTag and the SMARTag with OBDII store the vehicle ID, current odometer reading, fuel type and limit, system ID, and engine hours (optional). The SMARTag contains EEPROM circuit, which stores all the data in non-volatile memory.

Two types of SMARTags:

#1 Standard SMARTag connects to VSS Signal

Transmitted via RFID to SentryGOLD:

• Vehicle ID hardcoded into Tag
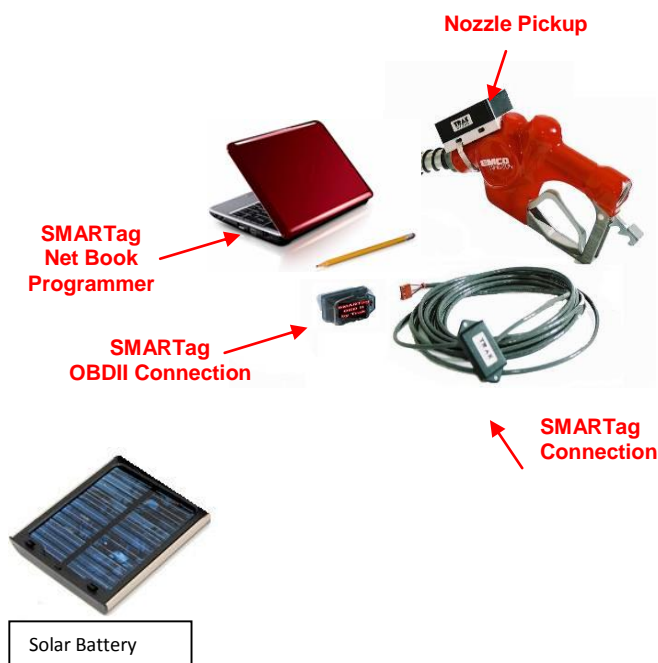• Odometer and/or Hour Reading

#2 Enhanced SMARTag/OBDII connects to On Board Diagnostic Computer II

Transmitted via RFID to SentryGOLD:
• Vehicle ID hardcoded into Tag
• Odometer and/or Hour Reading
• **Diagnostic Codes:** Allows user-set thresholds for alarms, speed, acceleration, and braking
•**Engine Codes & Trouble Codes**

Components of the Fully-Automated System

Nozzle Pickup

SMARTag Net Book Programmer

SMARTag OBDII Connection

SMARTag Connection

Solar Battery

Communications Transmitter / Nozzle Pickup SOLAR BATTERY -The Communications Transmitter is a device that acts as an interface between the SMARTag and the dispenser. The Communications Transmitter, installed on the dispenser, is a wireless device that communicates to the SMARTag data and transmits that data to the dispenser's receiver. This is a wireless device that eliminates the costly and troublesome wire that runs down or through the hoses in other systems. When the nozzle is placed into the vehicle, it senses the SMARTag data and transmits that data to the dispenser receiver. The dispenser in turn sends the data to the Sentry, which then authorizes the dispenser.

With the Two Way Communications Trak's latest innovation in the communication from a one-way transmission to bi-directional communication provides a number of specific benefits. Since an acknowledgement is made for every transmission, transmission time is greatly decreased and response time is significantly improved. This allows for extended battery life and very robust communication.

The SMARTag is capable of transmitting and storing the vehicle identification, fuel types, fuel limits, odometer readings, engine hours (optional), and system ID. For Calibration Free Odometers the Trak's odometer interface allows the SMARTag to be connected directly to the vehicle's Vehicle Speed Sensor (VSS) output, the Engine Computer Module (ECM) Interface. The ECM Interface option is available for Detroit Diesel, Cummins, International, Caterpillar and other ODB equipped vehicles, trucks and busses. This saves considerable time in the installation.

Trak's Enhanced SMARTag with OBDII connects to the On Board Diagnostic (OBD-II) and allows additional items of information, such as engine overheat, low oil pressure, low transmission fluid, etc., to be sent. This is customizable according to your specifications. The OBD-II has hundreds of vehicle and engine operating parameters.

For Passenger Vehicles, the Enhanced SMARTag with OBDII has the ability to query select trouble codes and record many engine parameters for later retrieval. It is equipped to store 4,000 bytes of data from any OBD equipped vehicle. This data is typically queried from the vehicle computer through the OBD-II connector attached to the J1962 port. It is compatible with several communication formats: ISO, VPW, and PWM systems. Please note that different manufacturers provide different types of information that can be downloaded via the OBD-II connector.

The SMARTag with OBDII offers the latest technology in the fuel management market today. Coupled with Trak's 15 years of experience in RFID technology, the SMARTag gives you endless information and control of your fleet.

No Ring: Trak's original system utilized a Ring. We discovered that the Ring technology had many flaws:

different sizes were needed according to the size of the fuel pipe
only capable of one way communication
a more substantial power draw that sometimes interfered with the Vapor Recovery System

The current TrakTag is potted and small, allowing for greater placement flexibility. It is impervious to fuel spillage and the power draw is negligible and still provides rock solid data transfer.

 Trak utilizes portable hand-held **NETBOOK Personal Computer as the SMARTag programmer**. It is a tablet-sized device that programs and updates Trak's SMARTags directly. The SMARTag Programmer has a communication cable for connecting to our Data Converter to download programmed SMARTag information into the Fuel Management Software.

Onsite Trak Technician for Fully Automated Systems: Due to the nature of fully automated systems (as compared to key or credit card systems), the successful startup and implementation

of the system is essential to the success of the entire system for years to come. The system we quoted has an estimated life span of over 15 years. To help you achieve your fuel management objectives, our Trak Technician who is a specialist in Fully Automated Systems, is onsite for training and assistance during the implementation stage of the Fully Automated System. This includes teaching your mechanics installation methods and calibration of the SMARTag's and Trak Tags on the various types of vehicles in your fleet.

OBDII Freeze Frame

The Trouble Log Problem View displays the date and time the problem was detected, the trouble code, and also a description of the problem. Some vehicles will also include a detailed OBDII freeze frame, which reports the vehicle status at the time the problem was detected.

The OBDII Freeze Frame includes some or all of the following information, depending on the make, model and year of the vehicle:
• Time and Date
➢ Vehicle ID
➢ Device ID
➢ Trouble Code
➢ Problem Description
➢ Fuel Pressure
➢ Intake Manifold Pressure
➢ Engine Coolant Temperature
➢ Calculated Load Value
➢ Engine Speed
➢ Vehicle Speed
➢ Idle Time
➢ Fuel Trim Status
➢ Fuel System Status

OBDII Compatibility

Supported Protocols	J1850-41.6, J1850-10.4, J1708, ISO9141, KWP2000 (ISO 14230), J1939(release 1st quarter 2011) CAN (Control Area Network ISO 11898)
Compatible Vehicles:	US-Market Most domestic and import vehicles, 1996 or later. European-Market Some 1996 and later vehicles and most 2000 and later vehicles compliant with the supported protocols listed above. Elsewhere Undetermined. Some 1996 and later vehicles that are compliant with the supported protocols may be Compatible

Data Parameters

Engine Speed	0 to 16,384 rpm 1 rpm
Throttle Position	0 to 100% 0.1%
Coolant Temperature	-40° to +420°F, -40° to +215°C 2°F, 1°C
Engine Load	0 to 100% 0.1%
Air Flow Rate	0 to 8714 lb/min, 0 to 655.35 gm/sec 0.1 lb/min, 0.01 gm/sec
Intake Air Temperature	-40° to +420°F, -40° to +215°C 2°F, 1°C
Intake Manifold Pressure	0 to 75 in. hg., 0 to 255 kPaA 0.3 in. hg., 1 kPaA
Fuel Pressure	0 to 110 psiG, 0 to 765 kPaG 0.5 psiG, 3 kPaG
O2 Sensor Voltage	(B1-2, S1-4, 8 total) 0 to 1.275 V 0.005 V
Ignition Timing Advance	-64° to 63.5° 0.5°
Short Term Fuel Trim	-100% to 99.22% 0.8%
Long Term Fuel Trim	-100% to 99.22% 0.8%
Battery Voltage	6 to 16 VDC 0.1 VDC

NOTE: Range and resolution of sensor measurements only. Accuracy is dependent on the accuracy of the vehicle's sensors.

General

Operating Temperature	-40° to +185°F (-40° to +85°C)
Primary Power, Connected to Vehicle	12 VDC
Primary Power, Connected to Computer	USB powered
Backup Power Internal battery	10-15 year life in normal use
Memory	128KB
Memory Storage	75 hours
Time & Date	Accurate to +/- 2 seconds per day
Vehicle Interface	16-pin OBDII connector
Computer Interface	USB
Computer Cable Length	5' (1.5 m)
Indicator Lamp LED	pulses to indicate unit status

OPTION 1 ONLY

 For The Fully Automated version of our system the vehicle has the equipment pre-installed and, from that point forward, one simply drives up to the fuel island and fuels. "Hand shaking" is performed via radio between the vehicle and the fuel island.

Trak offers four (4) versions of the **SMARTag** for automated vehicle identification via Radio Frequency (RF):

SMARTag with Battery

- **Mounted virtually anywhere**
- **Fast and Easy Installation**
- **Automatic vehicle identification**

SMARTag with 12c Power Cable

- **Lasts Twice as long as battery**
- **Automatic vehicle identification**
- **Hooks up to ANY power source on vehicle**

Both the **SMARTag VSS** and the **SMARTag OBDII** provide more detailed information by storing the vehicle ID, current odometer reading, fuel type and limit, system ID, and engine hours (optional). The SMARTag contains EEPROM circuit, which stores all the data in non-volatile memory.

SMARTag VSS
Connects to VSS Signal

Transmitted via RFID to SentryGOLD:
- **Vehicle ID hardcoded into Tag**
- **Odometer and/or Hour Reading**

SMARTag OBDII
Connects to On Board Diagnostic Computer II

Transmitted via RFID to SentryGOLD:
- **Vehicle ID hardcoded into Tag**
- **Odometer and/or Hour Reading**
- **Diagnostic Codes: Allows user-set thresholds for alarms, speed, acceleration, and braking**
- **Engine Codes & Trouble Codes**

COMBINED with OPTION 1 or OPTION 2

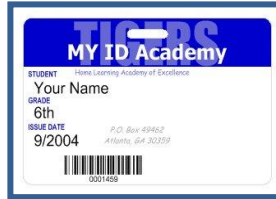### Access Device: Proximity Card or Proximity Key FOB

- contact-less device
- Utilized for either a vehicle or a person.

Access Device: Card Activated

The Sentry captures the following data:

- ➢ Vehicle/ Card ID
- ➢ Type of Fuel Dispensed
- ➢ Quantity of Fuel in Gallons and 10ths
- ➢ Current Odometer
- ➢ Location of dispensing station

If your organization currently utilizes personnel cards, they can be used for identification at the Trak system. Whether it is a barcode, magnetic stripe or proximity – it makes no differences – we can read the card.
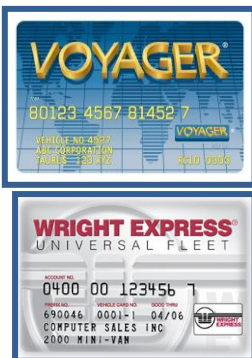
- Hardware and software specifically designed to utilize retail fleet fueling cards (Voyager, Wright Express, Etc.) for private use.
- Eliminates additional charges associated with P.O.S. (point of sale) authorization.
- Plastic cards similar in size and appearance to a credit card.
- Stores all vehicle and personnel information.
- Read by magnetic stripe on the back, optical method, or proximity.

Trak IP Device

As a cost effective alternative to data transfers via telephone lines TRAK Engineering has designed a way to communicate to our Sentries over Ethernet cable instead of telephone line – a great savings on phone charges because no phone call is necessary to communicate to the Sentry at the Fuel Island. Also, the time between the Sentry being polled from the Central Controller will take a far shorter time.

The IP Device is programmed at Trak with special licensing information that allows the device to communicate with the Sentry and the Central Controller and to only pick up this information and not other data on the network line. Tank monitor data is communicated as well if a tank monitor interface is in place between the Sentry and the Tank Monitor.

In order for this IP Device to work, standard computer network 'drops' must be placed near the data converter at each site. An IP address number must be assigned (usually obtained from your Help Desk or Networking Section) during installation of the IP Device. LAN is preferable, but a VPN or even a standard Internet connection will work.
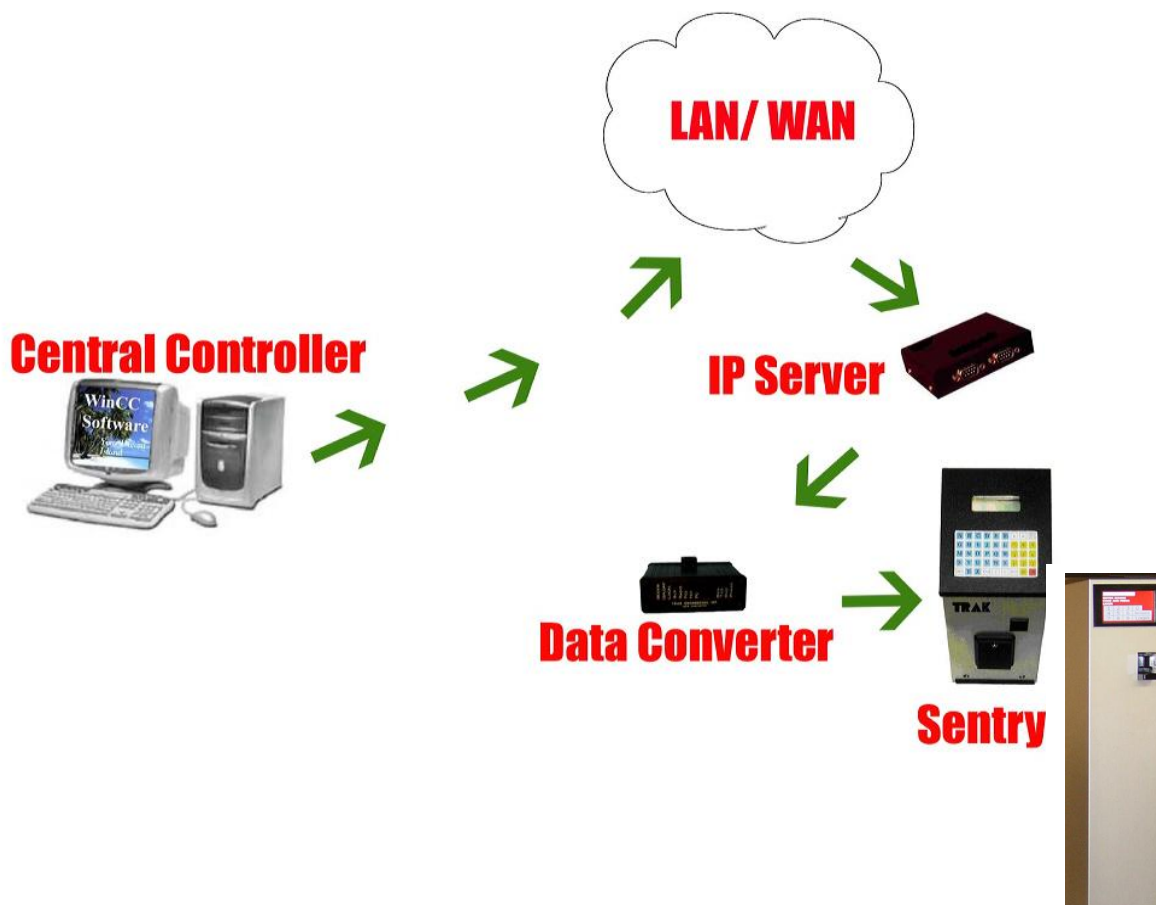
OPTION 2: Fully-Automated SentryGOLD

Trak's Fully Automated Fuel Management System provides the highest level of security for your fleet and the highest level of accuracy for your data. Each vehicle in your fleet, or selected vehicles, is equipped with Trak's SMARTags. The SMARTag is a small on-board computer that stores the vehicle data and relays it to the Trak Fuel Sentry console in order to authorize fueling and gather precise, pre-determined, information. The SMARTag is pre-programmed with our SMARTag Netbook Programmer, and then installed on the vehicle.

Both the SMARTag and the SMARTag with OBDII store the vehicle ID, current odometer reading, fuel type and limit, system ID, and engine hours (optional). The SMARTag contains EEPROM circuit, which stores all the data in non-volatile memory.

Fueling process:

BENEFITS

➢ **Tighter control on your fluid assets** -- the automated fueling system is self-contained and doesn't rely on human input

➢ **Enhanced Security** –the vehicle identification is done electronically

➢ **Increased productivity** -- fueling time is decreased and time on the road is increased, because drivers don't waste time punching in codes

➢ **Increased reporting accuracy** -- data is retrieved electronically with no room for human error

➢ **Less expensive** --Trak's system is self-contained so there is less to install and less to maintain

➢ **Increased flexibility and scalability** Trak's fully- automated fueling is compatible with Trak's key based systems, so you can mix and match or upgrade your existing system as needed

11. The vehicle pulls up to the dispenser and the SMARTag transmits, wirelessly, the vehicle information.
12. If the vehicle information is correct, the vehicle is authorized for fueling.
13. The fueler lifts the fuel nozzle and places it into the fill pipe.
14. When fuel nozzle is placed in the fuel fill pipe of the vehicle, the SMARTag relays the vehicle's stored information to the Sentry.
15. The Sentry validates the vehicle ID number and the fuel type of the inserted hose.
16. If the information is valid, the fuel hose is activated and the data is recorded. Trak's Sentry can accommodate all fuelers simultaneously.
17. When fueling is complete, the nozzle is removed from the vehicle and the transaction is terminated (a timeout can be configured).
18. The Sentry disables the hose, making it available for another vehicle.
19. Not all vehicles or equipment are required to use the fully automated procedure. The Sentry can accept data via the key reader or keypad by utilizing Identification Numbers (PIN or VIN) or card or keys.
20. Both the SMARTag and the SMARTag with OBDII store the vehicle ID, current odometer reading, fuel type and limit, system ID, and engine hours (optional). The SMARTag contains EEPROM circuit, which stores

all the data in non-volatile memory.

Two types of SMARTags:

#1 Standard SMARTag
connects to VSS Signal

Transmitted via RFID to SentryGOLD:

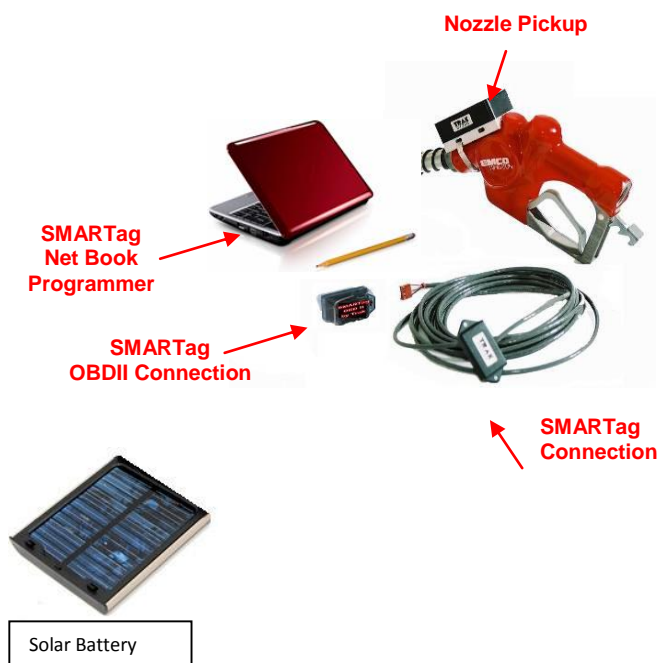- **Vehicle ID hardcoded into Tag**
- **Odometer and/or Hour Reading**

#2 Enhanced SMARTag/OBDII
connects to On Board Diagnostic Computer II

Transmitted via RFID to SentryGOLD:
- **Vehicle ID hardcoded into Tag**
- **Odometer and/or Hour Reading**
- **Diagnostic Codes: Allows user-set thresholds for alarms, speed, acceleration, and braking**
- **Engine Codes & Trouble Codes**

Components of the Fully-Automated System

Nozzle Pickup

SMARTag
Net Book
Programmer

SMARTag
OBDII Connection

SMARTag
Connection

Solar Battery

Communications Transmitter / Nozzle Pickup
SOLAR BATTERY -The Communications Transmitter is a device that acts as an interface between the SMARTag and the dispenser. The Communications Transmitter, installed on the dispenser, is a wireless device that communicates to the SMARTag data and transmits that data to the dispenser's receiver. This is a wireless device that eliminates the costly and troublesome wire that runs down or through the hoses in other systems. When the nozzle is placed into the vehicle, it senses the SMARTag data and transmits that data to the dispenser receiver. The dispenser in turn sends the data to the Sentry, which then authorizes the dispenser.

With the Two Way Communications Trak's latest innovation in the communication from a one-way transmission to bi-directional communication provides a number of specific benefits. Since an acknowledgement is made for every transmission, transmission time is greatly decreased and response time is significantly improved. This allows for extended battery life and very robust communication.

The SMARTag is capable of transmitting and storing the vehicle identification, fuel types, fuel limits, odometer readings, engine hours (optional), and system ID. For Calibration Free Odometers the Trak's odometer interface allows the SMARTag to be connected directly to the vehicle's Vehicle Speed Sensor (VSS) output, the Engine Computer Module (ECM) Interface. The ECM Interface option is available for Detroit Diesel, Cummins, International, Caterpillar and other ODB equipped vehicles, trucks and busses. This saves considerable time in the installation.

Trak's Enhanced SMARTag with OBDII connects to the On Board Diagnostic (OBD-II) and allows additional items of information, such as engine overheat, low oil pressure, low transmission fluid, etc., to be sent. This is customizable according to your specifications. The OBD-II has hundreds of vehicle and engine operating parameters.

For Passenger Vehicles, the Enhanced SMARTag with OBDII has the ability to query select trouble codes and record many engine parameters for later retrieval. It is equipped to store 4,000 bytes of data from any OBD equipped vehicle. This data is typically queried from the vehicle computer through the OBD-II connector attached to the J1962 port. It is compatible with several communication formats: ISO, VPW, and PWM systems. Please note that different manufacturers provide different types of information that can be downloaded via the OBD-II connector.

The SMARTag with OBDII offers the latest technology in the fuel management market today. Coupled with Trak's 15 years of experience in RFID technology, the SMARTag gives you endless information and control of your fleet.

No Ring: Trak's original system utilized a Ring. We discovered that the Ring technology had many flaws:

different sizes were needed according to the size of the fuel pipe
only capable of one way communication
a more substantial power draw that sometimes interfered with the Vapor Recovery System

The current TrakTag is potted and small, allowing for greater placement flexibility. It is impervious to fuel spillage and the power draw is negligible and still provides rock solid data transfer.

 Trak utilizes portable hand-held **NETBOOK Personal Computer as the SMARTag programmer**. It is a tablet-sized device that programs and updates Trak's SMARTags directly. The SMARTag Programmer has a communication cable for connecting to our Data Converter to download programmed SMARTag information into the Fuel Management Software.

Onsite Trak Technician for Fully Automated Systems: Due to the nature of fully automated systems (as compared to key or credit card systems), the successful startup and implementation of the system is essential to the success of the entire system for years to come. The system we quoted has an estimated life span of over 15 years. To help you achieve your fuel management objectives, our Trak Technician who is a specialist in Fully Automated Systems, is onsite for training and assistance during the implementation stage of the Fully Automated System. This includes teaching your mechanics installation methods and calibration of the SMARTag's and Trak Tags on the various types of vehicles in your fleet.

OBDII Freeze Frame

The Trouble Log Problem View displays the date and time the problem was detected, the trouble code, and also a description of the problem. Some vehicles will also include a detailed OBDII freeze frame, which reports the vehicle status at the time the problem was detected.

The OBDII Freeze Frame includes some or all of the following information, depending on the make, model and year of the vehicle:

• Time and Date
• Vehicle ID
• Device ID
• Trouble Code
• Problem Description
• Fuel Pressure
• Intake Manifold Pressure
• Engine Coolant Temperature
• Calculated Load Value
• Engine Speed
• Vehicle Speed
• Idle Time
• Fuel Trim Status
• Fuel System Status

OBDII Compatibility	
Supported Protocols	J1850-41.6, J1850-10.4, J1708, ISO9141, KWP2000 (ISO 14230), J1939(release 1st quarter 2011) CAN (Control Area Network ISO 11898)
Compatible Vehicles:	US-Market Most domestic and import vehicles, 1996 or later. European-Market Some 1996 and later vehicles and most 2000 and later vehicles compliant with the supported protocols listed above. Elsewhere Undetermined. Some 1996 and later vehicles that are compliant with the supported protocols may be Compatible

Data Parameters

Engine Speed	0 to 16,384 rpm 1 rpm
Throttle Position	0 to 100% 0.1%
Coolant Temperature	-40° to +420°F, -40° to +215°C 2°F, 1°C
Engine Load	0 to 100% 0.1%
Air Flow Rate	0 to 8714 lb/min, 0 to 655.35 gm/sec 0.1 lb/min, 0.01 gm/sec
Intake Air Temperature	-40° to +420°F, -40° to +215°C 2°F, 1°C
Intake Manifold Pressure	0 to 75 in. hg., 0 to 255 kPaA 0.3 in. hg., 1 kPaA
Fuel Pressure	0 to 110 psiG, 0 to 765 kPaG 0.5 psiG, 3 kPaG
O2 Sensor Voltage	(B1-2, S1-4, 8 total) 0 to 1.275 V 0.005 V
Ignition Timing Advance	-64° to 63.5° 0.5°
Short Term Fuel Trim	-100% to 99.22% 0.8%
Long Term Fuel Trim	-100% to 99.22% 0.8%
Battery Voltage	6 to 16 VDC 0.1 VDC

NOTE: Range and resolution of sensor measurements only. Accuracy is dependent on the accuracy of the vehicle's sensors.

General

Operating Temperature	-40° to +185°F (-40° to +85°C)
Primary Power, Connected to Vehicle	12 VDC
Primary Power, Connected to Computer	USB powered
Backup Power Internal battery	10-15 year life in normal use
Memory	128KB
Memory Storage	75 hours
Time & Date	Accurate to +/- 2 seconds per day
Vehicle Interface	16-pin OBDII connector
Computer Interface	USB
Computer Cable Length	5' (1.5 m)
Indicator Lamp LED	pulses to indicate unit status

Diagram of Trak's SentryGOLD and Fully-Automated SentryGOLD Fuel Management System
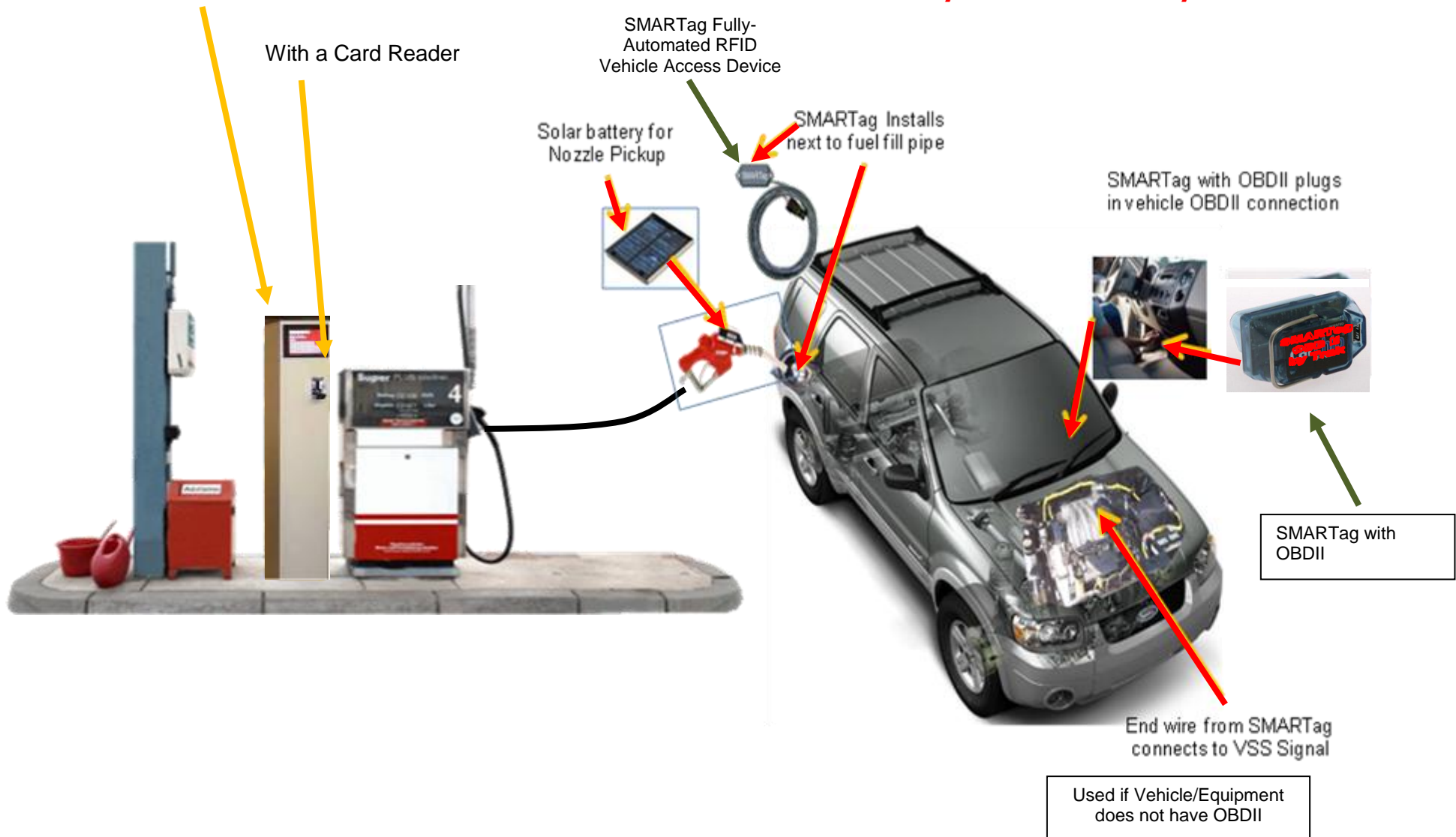
1

OPTION 1 (Foundation of OPTION 1 and OPTION 2

■ **SentryGOLD Automated Fuel**

With a Card Reader

2

OPTION 2 ONLY

2. Fully-Automated SentryGOLD

SMARTag Fully-Automated RFID Vehicle Access Device

Solar battery for Nozzle Pickup

SMARTag Installs next to fuel fill pipe

SMARTag with OBDII plugs in vehicle OBDII connection

SMARTag with OBDII

End wire from SMARTag connects to VSS Signal

Used if Vehicle/Equipment does not have OBDII

OPTION 1 and OPTION 2

<p style="text-align:center">**Training Provided / Training Manual**</p>

Trak Engineering, Inc. equipment is designed to be user friendly and easy to maintain. This includes the operation of the equipment as well as the Fuel Management Software program itself. Even a person with little computer experience will find the systems intuitive and straight forward.

- During the installation process, Trak provides training on the basic maintenance and operation of the Fuel Management System located at the fuel island. This includes instructions:

  Supervisor / Owner Training – Approximate Time: 1 hour class at fuel island
  1. Spare parts kit – how to change out each part. The hardware is laid out in a very simple configuration to keep the number of parts to a minimum and make the equipment easier to maintain.
  2. Troubleshooting – using the diagnostic feature. Trak will instruct on how to access the Sentry remotely through the network or by using dial up. Customers will then learn to use the diagnostic feature in the Operator/Supervisor section to analyze the symptoms and to determine if there is a hardware or software problem at the Sentry.
  3. Repairs – once the problem has been diagnosed, Trak will show you how to make simple repairs; such as, changing out parts, or fixing damaged items.
  4. Maintenance/preventive maintenance – how to maintain your equipment to ensure that your investment remains in top condition for the life of your system.

  Driver / User Training- Approximate Time: 10 minute class at fuel island
  1. Basic Sentry Access – this is straight forward and basic training on "How to Get Fuel"
  2. "Tip Sheet" – Trak provides each customer a card that can be displayed at the fuel island, outlining each step required in order to fuel. Since there are numerous system configurations, each customer's outline is unique, such as: Swipe Card, Enter Personnel Number, Enter Mileage, Select Pump, Begin Fueling. An electronic copy of the card is also provided so a customer can give each driver a copy if they desire.

- Trak Engineering, Inc. equipment is designed to be user friendly and easy to maintain. Operation of the equipment is user friendly as is the Fuel Management Software program. The software program was designed for ease of use, even for a person with little computer experience.

  o Trak will provide training during the installation process on the basic maintenance and operation of the Sentry Fuel Management System located at the fuel island. This includes instructions for spare parts kit, troubleshooting, repairs, and maintenance.
  o Detail for the WinCC Fuel Management Software will be conducted at the sites where the central controller is located. All training provided utilizes Trak personnel with the focus being with "hands on" experience. This includes data entry, reporting,

ad hoc reporting, exporting reports, interface to the Fleet Maintenance Systems, downloads/uploads, polling with the network or modem to the fuel island.
<u>Approximate Time: 4 hour class at Central Controller location</u>

Trak provides two (2) Printed Copies and (1) CD Electronic Copy of the Sentry Fuel Management and WinCC Fuel Management Software Operations Manual for each fueling site. These manuals cover both the fuel management hardware and software installation.

BOTH OPTION 1 and OPTION 2
Ongoing Training

Trak provides ongoing training opportunities at no charge for customers who are under warranty or who maintain a full, Equipment Maintenance Agreement.

➢ **Trak Academy** – two times a year we offer a one-day class to our customers who are under warranty or who maintain a full Extended Maintenance Agreement. We demonstrate WinCC software Tips & Tricks and cover the Sentry: troubleshooting, changing out parts, and preventative maintenance. Depending on the requirements of our customers, the location and format of the classes vary. One usually takes place at our manufacturing plant at Trak Headquarters in Tallahassee, Florida.

➢ **Webcast Monthly Classes –** you can tune in right from your desktop computer and view a live class. Each class discusses one topic and has a 1 hour timeslot. At a customer's request, Trak will also design a class to meet their specific need.

Trak provides printed and CD Electronic Copies of the Sentry Fuel Management and WinCC Fuel Management Software Operations Manual for each fueling site.

Manuals are also available from the CUSTOMER section located on our website.
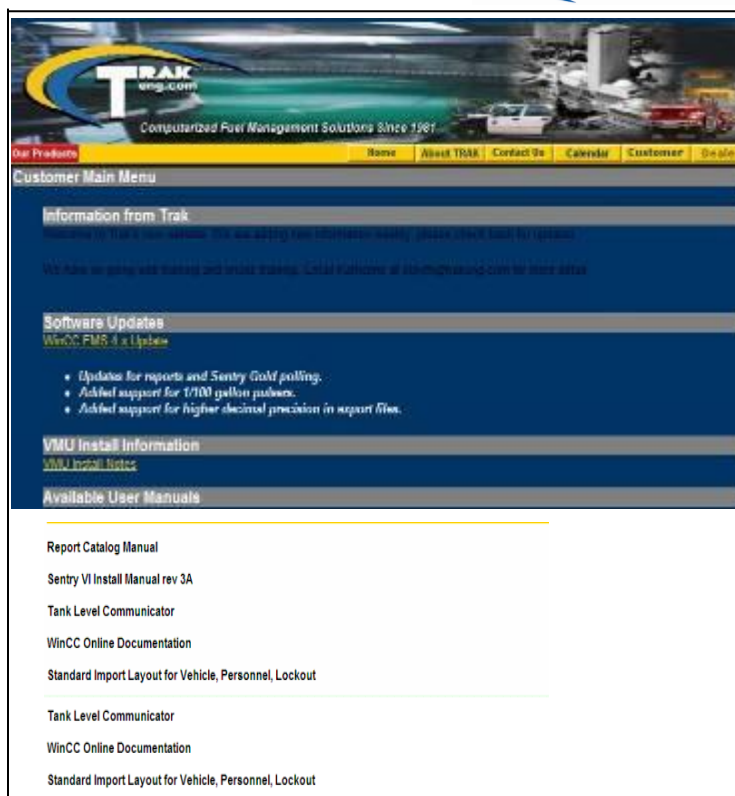
Both OPTION 1 and OPTION 2

Trak's Support Service

Trak is the only fuel management company with a nationwide field service team to facilitate on-site installation and technical assistance. All Field Service Engineers/Onsite Implementation Specialists, are full-time, factory-trained and Certified staff members of Trak Engineering. Depending on our customers' needs, support is provided by our technicians or by a fully-trained, local service and parts support company. Trak's Director of Operations, located at the Trak Headquarters, is in daily contact with all of the Technicians and monitors their progress with an on-board GPS system.

Typical service-call procedure:
Once a service call has been logged through our customer support group, requiring the need of a technician, the Field Service Manager dispatches the Field Service Technician. Each call is personally monitored to see that the project is competed in a timely manner and to the customer's satisfaction.

Technical support is available Monday- Friday from 8:00 AM to 6:00 PM EST, excluding recognized holidays. **Trak also provides 24 hours a day, 7 days a week emergency response phone support.** Response time for technical problems called in during normal business hours will receive a call back within 1 hour.

Support is also offered at our website: www.trakeng.com. At our website we have **Live Support** from Monday- Friday from 8:00 AM to 5:00 PM EST. This is a great way to get a quick answer to a question through a chat mode. Manuals for Trak's products are also located online.

Each Trak customer is assigned a system number upon receipt of contract or purchase order. At this time a customer database is established which is used to keep track of all hardware and software delivered to that customer including revisions and upgrades. Should a change to the hardware or software be made the change is noted in the database. Scheduling, implementation, and testing are coordinated at a time convenient for both parties.

Trak provides customers with a Trak Help Desk Team. These team members are trained in both hardware and software issues and is readily available to answer your questions via phone support. If your site needs further analysis, a field service technician is dispatched to the site for repairs. Our Field Service Technicians are specifically trained in diagnosing hardware problems.

BOTH OPTION 1 and OPTION 2

Trak's Field Service Technicians

Trak Engineering has over 20 **Field Service Technicians** with a fully-equipped van to service our customer's equipment.   Trak's team of factory-trained and certified technicians is located throughout the U.S. and readily available to serve you. Our Director of Operations, located at the Trak Headquarters, schedules and is in daily contact with all of the Field Service Technicians. Each Field Service Technician is equipped with a cell phone and laptop computer to expedite communications.

Typical service call procedure: Once a service call is logged through our customer support group that requires an on-site technician, our Director of Operations dispatches the Field Service Technician. Each call is personally monitored to see that the project is competed in a timely manner and to the customer's satisfaction.

Each van contains all the tools and Trak spare parts equipment needed to ensure your system's new installation or repair is performed quickly.

Here is an inside look at one of our fully- equipped service vans with all the necessary tools to get the job done right the first time.

Help-Desk Levels

Level 1 – Help Desk

Talk directly to a Trak technician at our help support desk. The support desk personnel are usually able to resolve most problems through telephone assistance, software file transfers or shipment of user changeable parts.

Level 2 – Help Desk

In the event Level 1 help desk is unable to resolve the problem, our staff of both engineers and software developers is called to consult with the problem resolution. These engineers and software developers are the individuals that developed the hardware and software for the system and are extremely knowledgeable about every detail.

Level 3 – Help Desk
Should either level 1 or 2 fail to resolve the issue, Trak will dispatch one of our centrally located field service technicians. These technicians travel in fully equipped vans stocked with all necessary spare parts to repair any problem.

BOTH OPTION 1 and OPTION 2

TRAK ENGINEERING, INC.
INITIAL WARRANTY & EQUIPMENT MAINTENANCE AGREEMENT
TERMS AND CONDITIONS

One Year Full Service Parts and Service

Period: _____ through _____

Customer: _____

By this agreement, the technical knowledge and skill of our customer service organization is made available to you to assure that your Fuel Management System is kept in efficient operating condition. Trak Engineering, Inc. warrants to the original purchaser of its products that they will be free from materials defects and will perform as specified for a period of one (1) year. The Trak Fuel Management System is warranted to cover all Trak supplied hardware, software, and communication equipment.   In addition to keeping your system operational, this Warranty Agreement also provides:

- Unlimited telephone support at no charge
- All software updates
- Discounts on software and complete system upgrades, as well as discounts on a selection of parts

This warranty shall not apply to any product or any part thereof which has been subject to:
(1) accident, neglect, negligence, abuse, misuse, theft, vandalism, fire, flood water, electrical failure or acts of God;
(3) any alteration or modification by anyone other than Trak or its authorized representative.

Technical support is available Monday- Friday from 8:00 AM to 6:00 PM EST, excluding recognized holidays. **Trak emergency response phone support is available 24 hours a day, 7 days a week.**

TRAK ENGINEERING, INC.
INITIAL WARRANTY & EQUIPMENT MAINTENANCE AGREEMENT
TERMS AND CONDITIONS

1. In order to assist our customers in maintaining their equipment in efficient operating condition, Trak Engineering, agrees to furnish support and parts for the equipment described under "*Equipment List*" at the rates specified upon the terms and conditions that are stated below. The Initial Warranty and Equipment Maintenance Agreement (EMA) also provide unlimited telephone support at no charge, all software updates, and complete system upgrades at a substantially reduced cost.

2. This agreement shall be for a one (1) year period of support and replacement parts ending on the date shown on the second page of the Initial Warranty and Equipment Maintenance Agreement. Only equipment manufactured and installed by Trak Engineering is covered under this agreement.

3. Extended Warranties / Equipment Maintenance Agreement charges are payable yearly in advance at the annual rate on the annual payment date shown on the Equipment Maintenance Agreement, or quarterly if the customer is a federal government facility.

4. Trak Engineering, Inc. reserves the right to change (increase or decrease) the rate of specified herein at each anniversary date of this agreement. Each change will be in writing and notified by at least thirty (30) days before such change occurs.

5. This maintenance agreement may be cancelled or modified by either party with a written notice sixty days (60) prior to cancellation. If Trak Engineering effects cancellation or modification for any reason, charges will be prorated and Trak Engineering will refund the unearned portion of any amount prepaid there under. If customer effects cancellation or modification, Trak Engineering will prorate and refund that unearned portion of any amount prepaid minus an administrative charge of thirty-five dollars ($35.00) per contract. All refund will be prorated based on the 1st of the next calendar month after the 60 day notice.

6. Service calls initiated by the customer to repair any piece of equipment that is found to be working upon arrival of the repair engineer, will be charged at the standard per call rate of one hundred thirty-five dollars ($135.00) per hour or one hundred eighty-five dollars ($185.00) per hour in California, New York, and New Jersey.

7. Trak Engineering will replace, without charge, parts that have broken or worn out through normal use and are necessary for servicing. This agreement does not apply to repairs made necessary by accident, misuse, abuse, theft, vandalism, fire, water, electrical failure, acts of God or other casualty.

    Replacement parts will be shipped ground (UPS / US Mail) at no charge. If the customer wishes faster delivery, then the customer will be billed for the difference only. Emergency parts will be shipped "Next Day" delivery. Emergency parts consist of: **Sentry,** Keyreader, Barrier, Control Panel

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8. Certain non-working parts must be returned with a RA number within ten (10) days of receiving the replacement part. If Trak Engineering does not receive the item within ten (10) days of the customer's receipt of the replacement part, the customer will be billed for the full price of the replacement part.

9. An emergency call will be determined over the telephone by Trak's Customer Support. An Emergency call will require on-site service support by a Trak Engineering Field Technician, or authorized Dealer or Electrician. Trak Engineering will always make a best effort to provide timely service for each emergency call that is classified as a class one problem. A class one problem is classified as unable to pump fuel of a particular type from all available dispensers even in manual override.

10. It is the customer's responsibility for initial trouble shooting to determine if the problem is with the Trak Engineering equipment, the fuel dispensing equipment, or the telephone lines. The customer is responsible for the installation of the user replaceable components whenever practical.

11. This agreement does not cover oil pumps, oil reels, oil nozzles, or the piping used to carry the oil to the dispensing location from the reservoir.

12. Onsite Service hours: Monday-Friday are 8:00 a.m. - 5:00 p.m. Eastern Standard Time. On-site calls after 5:00 p.m. are chargeable at the single call rate of $140.00 per hour. Regular Phone Support Hours are Monday-Friday, 8:00 a.m. - 5:00 p.m. Eastern Standard Time. Emergency phone support is available 24/7.

13. This agreement does not cover on-site repairs for the system's Central Controller (microcomputer, monitor, keyboard, or printer). At Trak Engineering's discretion, Trak will repair these units at its facilities in Tallahassee, FL or arrange repair at the local computer store.

14. This agreement does not cover EE Memory Keys or SMARTags. Any additional or replacement keys or SMARTags must be purchased by the customer.

15. Trak Engineering, Inc. may elect not to extend this agreement to any customer if, for any reason, the warranty or Equipment Maintenance Agreement coverage has lapsed for a period of more than thirty days.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/08/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		
Earl Bacon Agency, Inc 3131 Lonnbladh Road P.O. Box 12039 Tallahassee, FL 32317 Robert J. Nylen/A194138	850-878-2121 850-878-2128	

CONTACT NAME:	
PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:	
PRODUCER CUSTOMER ID #: TRAKE-1	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Natl Fire Ins Co of Hartford	20478
INSURER B : Valley Forge Insurance Co.	20508
INSURER C : Commerce & Industry Insurance	19410
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Trak Engineering, Inc.
2901 Cresent Drive
Tallahassee, FL 32301-3535

COVERAGES   CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR		X	P2077585576	06/09/11	06/09/12	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT LOC						GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS NON-OWNED AUTOS		X	P2077585495	06/09/11	06/09/12	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
								$
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE X RETENTION $			RENL OF BE011942291	06/09/11	06/09/12	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
								$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC277585934	06/09/11	06/09/12	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
CERTIFICATE HOLDER CONTINUED: its officers, directors, employees and assigns.

CERTIFICATE HOLDER	CANCELLATION
CEFLOR1 Central Florida Regional Transportation Authority d/b/a LYNX, (CONTINUED) 455 N Garland Ave, Ste 500 Orlando, FL 32801	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE *Robert J Nylen*

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ACORD   marks of ACORD

VAN01: 2

SOFTWARE LICENSE AGREEMENT

BY AND AMONG

_____

["COMPANY"]

AND

["CITY"]

EFFECTIVE AS OF

_____ _____, 2012

SOFWARE LICENSE AGREEMENT

THIS SOFTWARE LICENSE AGREEMENT (this "**License Agreement**"), is entered into as of _____ _____, 2011_ (the "**Effective Date**") by and among City of Tucson, a municipal government existing under the Laws of Arizona with its principle office located at 255 W. Alameda, Tucson, Arizona, 85701 ("**CITY**") and _____ with its offices located at _____ ("**COMPANY**"). CITY and COMPANY are sometimes individually referred to as a "**Party**" and collectively as "**Parties**" throughout this License Agreement.

RECITALS

WHEREAS, COMPANY and/or its Affiliates own or are authorized to license certain computer software programs and related documentation and the COMPANY is in the business of licensing such software programs and providing customization, development, implementation, maintenance and other support services with respect to such software programs to end user customers; and

WHEREAS, CITY has evaluated the software products described in Attachment A to the License Agreement ("**Products**") and desires to obtain from COMPANY, and COMPANY has reviewed the City's needs and represents and warrants that its Products meet these needs and COMPANY is willing to grant to CITY, a license to use the Products.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1.   **DEFINITIONS**

   1.1 The following capitalized terms shall have the meaning set forth below for all purposes of this License Agreement:

"**Affiliate**" means, at any time, and with respect to any Person, any other Person that at such time directly or indirectly through one or more intermediaries Controls, or is Controlled by, or is under common Control with, such first Person.

"**Agreement**" shall mean the entirety of the City of Tucson Request for Proposal No. _____, the COMPANY's response thereto, and such additional documents and/or attachments as are referenced therein.

"**ASP**" means an application service provider providing another Person software-based application solutions that enables such other Person with transaction processing ability by remote access or other available means through the application software installed at such service provider's site.

"**Attachment A**" means the document attached hereto and designated as "Attachment A", entitled _____ and dated _____.

"**Authorized User(s)**" means, <u>CITY, Permitted Affiliates, their respective employees, officers or agents (as may be permitted by CITY to access and use the Licensed Material in accordance with the provisions set forth in this License Agreement solely in relation to the services they provide to CITY).</u>

"**BSP**" means a provider of business processing services, including management of the associated business process as a service bureau, using software based application solutions.

 "**Claims**" means any and all claims, third party claims, counterclaims, complaints, demands, proceedings, actions, causes of action and suits, and investigations of any nature or kind whatsoever and howsoever arising, whether in law or in equity or pursuant to contract or

statute, and whether in any court of law or equity or before any arbitrator(s) or other body, board or tribunal.

"Company Deliverables" shall mean the Products described in Attachment A in the version set forth therein and applicable Documentation described in Attachment A and additional documents or items which may be delivered by COMPANY to CITY in furtherance of COMPANY'S obligations pursuant to this Software License Unless specifically stated, reference to Company Deliverables shall not apply to any Third Party Components and CITY Deliverables included in Company Deliverables in accordance with this License Agreement or Attachment.

"**Confidential Information**" shall mean all business strategies, plans and procedures, proprietary information, methodologies, data and trade secrets, and other confidential information and materials of the disclosing party, its clients or other persons or entities with whom they do business that may be obtained by the receiving party from any source. Confidential Information of COMPANY includes Licensed Material, and all information relating to Licensed Material. Confidential Information of CITY includes such information as may be protected by law or other confidentiality agreements concerning third parties such as citizens, customers or prospective customers of CITY or any of its Affiliates.

"**Control**" means, in respect of any Person, the possession, directly or indirectly, of (a) the power to direct or cause the direction of the management and policies of that Person, and (b) ownership of more than fifty percent (50%) of the voting securities of such Person.

"**CITY Deliverables**" shall mean the items identified in this License Agreement and its attachments (if any) to be delivered by CITY or its agents to COMPANY and any other items identified as deliverable(s) from CITY in an applicable Statement of Work or as may be agreed between the Parties from time to time in writing that are required to be provided to COMPANY by CITY for preparation of a COMPANY Deliverable or performance of Services by COMPANY in accordance with this License Agreement.

"**CITY Material**" shall mean CITY Deliverables, CITY's Confidential Information, documentation, programs, specifications, requirements, concepts, processes, inventions, work product, and any other Intellectual Property developed or owned or licensed by CITY, which it provides to COMPANY in connection with this License Agreement, a Attachment or applicable Statement of Work. Notwithstanding the foregoing, CITY Proprietary Material shall not include the Licensed Material.

"**Derivative Works**" means works that are based upon or derived from proprietary material, including without limitation, a revision, modification, translation, abridgment, condensation, expansion, or any other form in which such material or any proprietary portion thereof may be recast, transformed, or adapted, and which, if prepared without authorization of the owner of the Intellectual Property Rights in such material would constitute an infringement of any such proprietary right.

"**Documentation**" shall mean the User Manual, Operations Manual, and Installation Manual, described in Attachment A as well as any supplements thereto.

"**Enhancement**" means any customization, modification, addition, revision, enhancement, improvement, and all Maintenance Services work result.

"**Intellectual Property Rights**" means all past, present, and future rights in or to Intellectual Property, which may exist or be created under the laws of any jurisdiction in the world, including but not limited to: (a) rights associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights, and mask works; (b) trademark and trade name rights and similar rights; (c) trade secret rights and rights in relation to breach of confidence;

(d) patents and industrial property rights; (e) other proprietary rights in Intellectual Property of every kind and nature; and (f) rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of, and applications for, any of the rights referred to in subsections (a) through (e) of this sentence.

"**Intellectual Property**" means all algorithms, APIs, apparatus, circuit designs and assemblies, concepts, data, databases and data collections, database schema, designs, diagrams, documentation, drawings, flow charts, formulae, gate arrays, ideas and inventions (whether or not patentable or reduced to practice), know-how, materials, marketing and development plans, marks (including registered and unregistered trademarks and service marks, brand names, product names, logos, and slogans), methods, models, net lists, network configurations and architectures, photo masks, procedures, processes, protocols, schematics, semiconductor devices, software code (in any form including source code and executable or object code), specifications, subroutines, techniques, test vectors, tools, uniform resource identifiers, user interfaces, web sites, works of authorship, and other forms of technology and intellectual property.

"**License Agreement**" shall mean this Agreement.

"**License Fee**" means: (a) for the licensed Products listed in Attachment A, the fees described in Attachment C; and (b) if CITY and COMPANY agree to license additional programs or material under this License Agreement, the applicable additional license fee in accordance with the applicable amendment to Attachment C.

"**Licensed Material**" means collectively: (a) the Products in the version described in Attachment B to be delivered to CITY by COMPANY in accordance with this License Agreement, (b) Deliverables in the versions delivered to CITY in accordance with a Statement of Work executed under Attachment A, and (c) any Upgrades and Documentation thereof received by CITY pursuant to the Maintenance Services.

"**Losses**" means any and all damages, liabilities, obligations, losses, deficiencies, penalties, interest, assessments, charges, costs and expenses, including without limitation reasonable legal fees and disbursements, and court costs, but excluding indirect, consequential and punitive damages.

"**Maintenance Services**" means the maintenance and support services described in Attachment C for annual maintenance services pursuant to the License Agreement.

 "**Object Code**" means computer programming code, routines and programs in machine executable form.

 "**Permitted Affiliate**" means an Affiliate of CITY with respect to whose business CITY has obtained an Add-on License pursuant to Section 2(1)(b) of this License Agreement.

"**Permitted Site**" shall mean CITY's premises identified and set out in the License Agreement, Request for Proposal or such other location owned or leased by or under the control of CITY that may be substituted or added in accordance with Section 2.4.

"**Person**" means any natural person, corporation, limited liability COMPANY, general partnership, limited partnership, proprietorship, other business organization, trust, union, association or Governmental Authority or any other legal entity.

"**Product(s)**" means the software product(s) or components described in Attachment A.

"Request for Proposal" ("RFP") means the document published by the City defining its needs, requirements, and form of contract, and any amendments or clarifications subsequently published by the CITY on its public web site.

"**Services**" shall mean the professional services described in the License Agreement, or Request for Proposal including without limitation, customization, development, delivery and installation of the Company Deliverables, testing and implementation support, maintenance and other services related to the Licensed Material.

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"**Statement of Work**" or "**SOW**" shall mean the portions of the License Agreement, or Request for Proposal that define the specifications and deliverables to be provided by the COMPANY.

"**Target Environment**" shall mean CITY's production physical and logical environment as described in Attachment D.

"**Upgrade**" means any future releases of COMPANY's Product included in the Licensed Material planned and developed by COMPANY, from time to time, for general distribution to its customers of the Products who purchase or subscribe to the annual maintenance services for the Products.

"**Use**" means operating the Licensed Material in the internal business operations of the CITY, including the acts of installing, executing, processing, transmitting, transferring, loading and storing of data by Authorized Users in connection with the business of the CITY.

1.2 <u>Other Defined Terms</u>. All other capitalized terms used in this License Agreement not otherwise defined in Section 1.1 above shall have the meanings assigned in the part of the License Agreement in which they are defined.

1.3 Interpretations

   1.3.1   Where any payment falls due for payment on a non-Business Day, then payment shall be made by the paying party on the next succeeding Business Day.

   1.3.2   Reference to a person includes any individual, firm, body corporate, association (whether incorporated or not) and authority or agency (whether government, semi government or local).

   1.3.3   The singular includes the plural and vice versa.

   1.3.4   A reference to any documents or agreements (and, where applicable, any of their respective provisions) means those documents or agreements as amended, notated, supplemented or replaced from time to time providing they are amended, notated, supplemented or replaced in the manner envisaged in the relevant documents or agreements.

   1.3.5   A reference to any statute, regulation, rule or other legislative provision includes any amendment to the statutory modification or re-enactment or, legislative provisions substituted for, and any statutory instrument issued under that statute, regulation, rule or other legislative provision.

   1.3.6   Reference to a party includes that party's employees, agents and/or consultants.

   1.3.7   The term "or" shall include the conjugate form so that where appropriate, the use of the term "or" should be interpreted as "and/or".

   1.3.8   In the event of any conflict between the provisions of this License Agreement and the provisions of the Schedules, Exhibits or Attachments hereto or the provisions of the License Agreement, or RFP, the provisions of this License Agreement shall prevail with respect to any matters relating to scope of license, ownership of Intellectual Property and Intellectual Property Rights, limitation of liability, warranties, indemnification and confidentiality obligations.

2. LICENSE

2.1 Grant of License.

(a)   Subject to the terms and conditions set forth in this License Agreement and payment of the applicable License Fees, effective upon the delivery by COMPANY to CITY of the Product, in return for payment of the License Fees and other charges agreed herein, COMPANY hereby grants to CITY and CITY hereby accepts, an irrevocable (except as provided in Section 11), non-exclusive, fully paid up (upon payment of the applicable License Fees), royalty free, non-transferable (except as specifically permitted under this License Agreement), right and license to Use and to permit its Authorized Users to Use the Licensed Material at Permitted Sites and on the Target Environment during the Term for CITY's and Permitted Affiliates business processes. The forgoing license does not (a) authorize installation of the Licensed Material at any site other than the Permitted Site(s), (b) permit access to and Use of the Licensed Material for any purpose other than as permitted under this License Agreement, or (c) permit access to and Use of the Licensed Material to any Person other than Authorized User. The License granted to the CITY is conclusively defined in this License Agreement and the relevant Appendices. Any extension or change of the contractual use of the License Material requires the COMPANY's prior written consent and authorization. CITY is responsible to ensure compliance with all license restrictions and other applicable terms and conditions of this License Agreement by each Authorized User. Any breach or non compliance of the terms and conditions of this License Agreement by any Authorized User shall be deemed to be a breach or non compliance by the CITY. The CITY will indemnify and defend the COMPANY in respect of any breach of this License Agreement by Authorized Users or in respect of any act (or failure to act) by the Authorized Users which would constitute breach of this License Agreement if carried out by the CITY.

(b)   Add-on License. The License granted herein does not authorize the Use of the Licensed Software for (a) processing any business of an Affiliates of CITY ("Affiliate's Business"), (b) the business of the CITY outside the United States and its protected territories ("Extra Territory Business") or (c) for additional business of CITY or an Affiliate resulting from or arising in connection with the acquisition by CITY or a permitted Affiliate of the assets or business of any other entity or merger of CITY or its permitted Affiliate with another entity ("Acquired Business").   Each Affiliate Business, Extra Territory Business and Acquired Business is referred to in this License Agreement as a "New Business."   If at any time CITY desires that the COMPANY extend the license granted hereunder to permit a New Business to Use the Licensed Software, then, COMPANY and CITY will negotiate in good faith the terms and conditions and the additional license fee that would apply to an add-on license for each New Business. CITY agrees not to Use or permit a New Business to use the Licensed Software for processing the business of such New Business unless and until the COMPANY, CITY and the applicable New Business have executed an add-on license agreement ("Add-on License") and the applicable additional license fee ("Add-on License Fee) is paid to the COMPANY. COMPANY agrees that COMPANY's Add-on License Fee charged to CITY for each such Add-on License will not be higher than the license fee then charged to other customers of COMPANY. Upon grant of an Add-on License by the COMPANY, CITY shall ensure that each permitted New Business will agree and abide by the terms and conditions

of license hereunder. In any event, CITY assumes full responsibility for the actions or omissions of its permitted New Business with respect to the Use of the Licensed Software pursuant to the provisions of this License Agreement.

(c)   The licenses granted herein and the provisions of this License Agreement do not grant or convey to CITY any ownership rights, interest or title in or to the Licensed Material <u>any Intellectual Property Rights therein</u> nor do they permit CITY to make Derivative Works (other than by obtaining any Derivative Works from COMPANY under and in accordance with Attachment A) or to make copies of the Licensed Material except as specifically authorized under this License Agreement or with prior written permission of COMPANY. To the extent that Product and/or the Licensed Material consists of any software codes, such material, when delivered to CITY pursuant to this License Agreement, shall be delivered by COMPANY in Object Code form only and CITY shall not have any right or license with respect to the Source Code of the Product and/or the Licensed Material.

2.2 <u>Customization and Maintenance Services</u>. <u>The Parties acknowledge and agree that this License Agreement and Attachment A are contemporaneous contracts requiring the CITY to obtain any and all services related to the Products and Licensed Material exclusively from the COMPANY, or such subsidiaries, contractors or resellers as may be specifically identified or approved by the COMPANY, unless otherwise agreed by COMPANY in a written amendment to this License Agreement.</u> CITY hereby retains COMPANY, and COMPANY agrees to provide to CITY Services related to the customization, enhancement, implementation, maintenance and other services described in the Agreement. The CITY acknowledges that any modification, alteration, enhancement or customization to the Products or the Licensed Material may be carried out only by the COMPANY or with the prior written consent of and based on specific agreement with the COMPANY or licensor of the Product and no third party other than the COMPANY or the licensor of the Product or any party specifically authorized by them in writing may be allowed to do so. Before involving third parties in carrying out any modifications, alterations or enhancements to the Products, if permitted by the COMPANY, the CITY shall provide the COMPANY with a written, legally binding statement of the third party, whereby it assumes an undertaking towards the COMPANY and its licensors that it will observe the provisions of this Agreement.

2.3 <u>Permitted Site(s) and Target Environment</u>. The Licensed Material will be delivered and initially installed and maintained at the CITY's premises described in Appendix D ("Permitted Site"). CITY may, upon written advance notice to COMPANY, relocate the Licensed Material to another Permitted Site and may install or permit the installation of the Licensed Material at such new Permitted Site, provided that the Licensed Material shall not be installed in more than one Permitted Site at any given time. If CITY relocates the Licensed Material to a new Permitted Site, CITY will notify COMPANY of the address of the new Permitted Site. If the CITY desires to install or installs the Licensed Material in any additional Permitted Site for production purposes, the CITY shall pay the COMPANY additional license fees, which shall be agreed between the parties.

2.4 CITY acknowledges and agrees that the Licensed Material is designed to operate only in the Target Environment as set out in the relevant Attachment D to the license Agreement and that Licensed Material may not operate, function or conform to Specifications if used on any system other than the Target Environment. Notwithstanding the above, COMPANY

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shall support and render installation assistance to the CITY for the implementation of the Licensed Material on virtual machines for the purposes of testing, staging, quality assurance, and/or training. It is a condition of this License that the Target Environment onto which all or part of the Licensed Software is copied, even for a short period, must be in the direct possession of the CITY and on the Permitted Site. Except as otherwise agreed in the relevant Appendix the Licensed Material may be transferred, upon written notice of one (1) month in advance to the COMPANY, to another Target Environment of like configuration as the Target Environment. The Target Environment and other permitted environments onto which all or part of the Licensed Material is stored or used must always be in a Permitted Site and in direct possession and control of CITY.

2.5 <u>Permitted Environments</u>. In addition to Use of the Licensed Material in the Target Environment in accordance with Section 2.3, CITY may separately install and Use the Licensed Material for the following purpose(s) and in the following environments:

(a) disaster recovery, provided that such Use of the Licensed Material in a disaster recovery environment shall be limited to testing the readiness of the disaster recovery environment unless and until CITY's Target Environment becomes unavailable due to an event of Force Majeure, in which event CITY may use the Licensed Material in the disaster recovery environment for purposes agreed in this License Agreement subject to and in accordance with Sections 2.2, until such time CITY's Target Environment at the Permitted Site described in Section 2.4 is fully recovered;

(b) testing, controlled staging, quality assurance and/or training installations, insofar as such installations are temporary or transitional in nature, are not used for production purposes, and otherwise comply with the provisions of section 2 of this Agreement.

CITY may also permit its technical and administrative personnel other than Authorized Users to access and Use the Licensed Material solely for administrative or technical support functions and not as part of production processing of live data

2.6 <u>Documentation</u>. COMPANY will deliver initial versions of Documentation for the Product to CITY in both hard copy and electronic forms at the time of delivery of the Product. Thereafter, COMPANY will deliver updated versions of the Documentation periodically as required in accordance with Attachment A.

2.7 <u>Proprietary and Confidentiality Markings or Notices</u>. The CITY shall retain all of the COMPANY's and/or its licensors' Logo, Trademark, Copyright notice and other proprietary markings or notice on the Licensed Material. CITY shall not, permit any Authorized Users or other persons to, remove, alter or otherwise render illegible any of COMPANY's Logo, Trademark, Copyright notice or other proprietary or confidentiality markings that may be placed on the Licensed Material or components thereof provided to CITY hereunder. The CITY shall include on all copies of all or part of the Licensed Material including the Documentation, a reproduction of the COMPANY's and/or its licensors' Logo, Trademark, Copyright notice and other proprietary markings or notice.

2.8 <u>Restrictions on Copying</u>. Copying of the Licensed Material is prohibited unless expressly authorized in this Agreement or the relevant Appendix or otherwise in writing by the COMPANY. CITY is responsible for controlling the original Licensed Material and any copies thereof and ensuring that the Use thereof is in accordance with the terms of this

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Agreement. CITY may make a reasonable number of additional copies as back up. All software and hardware equipment onto which all or part of the Licensed Material is copied must always be in a Permitted Site and in direct possession and control of CITY. CITY is responsible to include reproduction of all of COMPANY's copyright notice and other COMPANY proprietary markings on every copy of the Licensed Material made by or on behalf of CITY as they appeared in the Licensed Material. Copies which are no longer needed must immediately be destroyed. Except as provided in this Agreement, CITY shall not, nor permit others to, make copies of the Licensed Material.

2.9 <u>Other Restrictions</u>. Neither CITY nor any Authorized User is authorized to sell, license, sublicense, distribute, assign, transfer or distribute or timeshare the Licensed Material or otherwise grant any right under this Agreement to any third party, without the prior written consent of COMPANY. Any attempted sale, licensing, sublicensing, distribution, marketing, assignment or time sharing including by interactive cable or remote processing services or otherwise (except as provided in Section 14.6) shall be null and void. CITY is not entitled to, and shall not make or permit others to, reverse engineer, disassemble, de-compile, recreate, enhance or modify the Licensed Material or any part thereof and except as permitted the CITY is not authorized to create Enhancements to or Derivative Works of the Licensed Material or any portions thereof. The above notwithstanding, the CITY maintains rights to the software as defined under the software Escrow provisions.

2.10 <u>Third Party Software</u>. CITY acknowledges and agrees that the operation and contractual Use of the Licensed Material require the Target Environment and the use of other third party software products (not listed in Attachment B) in the versions as specified in the applicable Statement of Work or as otherwise agreed to by the Parties in writing. CITY shall be responsible for acquiring the Target Environment and all appropriate licenses from the manufacturers or their authorized dealers for such third party software products. The CITY shall be responsible for the choice, installation, use and maintenance of the Target Environment and any third party software not forming part of the Licensed Material, which is used in relation to the Licensed Material.

2.11 <u>ASP and/or BSP Use</u>. CITY shall not use or permit any other Person to use the Licensed Material to provide any ASP or BSP services. CITY shall not use the Licensed Material to provide services for processing any data or information or material to any third parties as a processing service unrelated to the regular business of CITY, whether as a service bureau or otherwise.

2.12 <u>Exportation</u>. The CITY shall have no right to use, ship or export directly or indirectly the Licensed Material for Use or any other purposes in any of the countries or territories to which the United States Department of Commerce or other United States government agency prohibits shipment or exportation without first obtaining the written permission of the COMPANY and - if necessary - of the appropriate United States government agencies. CITY warrants that it, its Affiliates and their employees shall obey all applicable laws and regulations of the United States and any other countries in which the Licensed Material is used.

2.13 <u>Trademarks</u>. CITY will have no rights in any trademarks or service marks or trade names adopted by the COMPANY and/or its licensors for the Licensed Material or any part thereof. The CITY agrees to reproduce the COMPANY's or its licensor's trademarks, service marks or trade names intact to all copies of the Licensed Material.

2.14 <u>Infringement</u>. Should the Licensed Material be used beyond the license set out in this Section 2, without prejudice to any other rights the COMPANY may have, the COMPANY shall be entitled terminate the License granted hereunder in respect of such Licensed Material, without prejudice to any other rights or remedies the COMPANY may have under this Agreement or otherwise. Notwithstanding the above, before any termination of the License granted herein, COMPANY shall give City written notice of the specific infringement claimed and thirty (30) days to cure or seek an agreement with COMPANY not to terminate the License, or, if necessary, an injunction or other judicial order, preventing the termination of this License Agreement and the License(s) granted hereunder.

3.   DELIVERY AND TESTING OF THE LICENSED MATERIAL

3.1 <u>Delivery of the Licensed Material</u>. The delivery of the Licensed Material shall be effected when the COMPANY transfers the appropriate data media to the CITY or transmits the Licensed Material by telecommunication facilities. This delivery must be acknowledged in writing by the delivery of a receipt via email or hard copy by the City in order for delivery to be effective. The data media are on loan to the CITY for the term of this Agreement. Partial deliveries are permitted. The Licensed Material shall be delivered in all parts to the CITY on the dates provided therefore in the Agreement. These dates shall be binding upon the COMPANY if an explicit statement to this effect is made in the Agreement. If the COMPANY has to wait for the CITY's assistance or if the COMPANY is otherwise prevented as a result of any act or omission on the part of the CITY from fulfilling the delivery obligation obligations under this Agreement, the COMPANY shall not have any liability resulting therefrom and the delivery date shall be deemed to be postponed by the duration of the impediment and a reasonable start-up period. The COMPANY shall inform the CITY of such impediments.

3.2 <u>Choice, Installation and Use of the Licensed Material</u>. Based upon the representations of COMPANY the CITY shall be responsible for choosing, installing and using the Licensed Material and for the results achieved therewith. The CITY is aware of the essential functional features of the Licensed Material and it is responsible for ensuring that the Licensed Material satisfies its requirements. When using the Licensed Material, the CITY shall observe the guidelines set down in the pertinent Documentation. The CITY agrees to install any Updates and New Versions of the Licensed Material in due time, but in any case not to exceed twelve months following the initial release date.

3.3 <u>CITY Responsibilities</u>:   In addition to other responsibilities described as CITY responsibilities under this Agreement CITY agrees to:

a.   Provide to COMPANY personnel reasonable access to the Permitted Sites and Target Environment if the COMPANY requires such access for its work, including online access and authorizations therefore;

b.   Provide COMPANY personnel required computer time, data media, documentation, data, information and working resources required by the COMPANY for its work;

c.   Nominate and train the appropriate number of Authorized Users for managing the Help Desk;

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d. Insure that the Licensed Material is used in strict compliance with agreed guidelines and the guidelines set forth in the relevant Documentation concerning the Use of Licensed Material and maintain records of exceptional situations and program errors, timely notify any malfunction according to the agreed procedure.

3.4 The CITY undertakes to ensure that telecommunication lines are available and maintained between the CITY's designated Site and places of performance of Services by COMPANY or the COMPANY's central maintenance site as indicated in the applicable Statement of Work. The costs of those links and equipment and telecommunication costs shall be borne by the CITY. Any additional telecommunications expenses from the COMPANY's central maintenance site shall be borne by the COMPANY during the contractually agreed standby conditions for maintenance. If the COMPANY cannot have technically simple access to the Licensed Material by telecommunications facilities or if such is not permitted by the CITY, the latter shall be liable for the consequences thereof, especially any extra costs. The COMPANY shall have no liability or obligation for any failure of the COMPANY in complying with its maintenance obligations if such failure results due to failure of the telecommunication facilities or failure of the CITY to provide the telecommunication facilities. The COMPANY shall carry out its work on condition that the CITY has duly and fully fulfilled its obligations set out in this Section 3.

3.5 CITY's Obligation to Conduct Tests. Within reasonable limits, the CITY shall carefully test the Licensed Material supplied to it to ensure it can be used on the Target Environment before it begins to use the Licensed Material for processing its operations. This shall also apply for parts of the Licensed Material which are supplied to the CITY as part of the warranty and maintenance services. The CITY shall also take reasonable precautions in case all or some of the Licensed Material supplied to it works incorrectly, such precautions being emergency procedures, data protection, regular back-up of data, virus checks, regular checks of results, etc. If the CITY uses the Licensed Material without test, such usage shall be deemed to be acceptance.

3.6 Acceptance. The Licensed Material shall for each module delivered (if in modules) be deemed to have been accepted one (1) month after delivery thereof to the CITY unless within that period the CITY makes a complaint to the COMPANY in relation to the Licensed Material by mail, fax or e-mail using the address and other communication information supplied in the agreement. Complete or partial commencement of the processing of its operations by the CITY using all or part of the any module of the Licensed Material shall be deemed to be immediate acceptance of all of that module's Licensed Material. Acceptance of one ore more modules of the Licensed Material shall not constitute or imply Acceptance of any other modules which have not been specifically Accepted.

4. FEES, EXPENSES, TAXES, INVOICING AND PAYMENT

4.1 License Fee. For the Products listed in Attachment B, CITY shall pay to COMPANY the License Fee in the amount and manner set forth in Attachment B. For any license fee applicable to additional programs or components agreed pursuant to an amendment of this Agreement, the applicable additional license fee shall be as set forth in such amendment.

4.2 Taxes. CITY shall be responsible for any sales, use, value added, service or other similar taxes that may be imposed by any applicable taxing jurisdictions upon CITY or COMPANY relating to the Product delivered hereunder or the License Fee payable therefore.

COMPANY agrees to separately itemize such taxes on its invoices to CITY and to remit the tax amounts received from CITY to the appropriate taxing authority. COMPANY shall be solely responsible for any corporate taxes and income taxes based upon the income or revenue of COMPANY.

4.3 <u>Invoices and Payment</u>. COMPANY shall submit invoices for the License Fee upon delivery to CITY of the Product. Invoices shall be mailed to City of Tucson Finance Department/Accounts Payable Division, PO Box 27450, Tucson, AZ 85726-7450. Payment of invoices shall be made by CITY to COMPANY within 30 days following receipt of each such invoice.

5. CERTAIN REPRESENTATIONS, WARRANTIES AND COVENANTS

5.1 <u>Mutual Representations, Warranties and Covenants</u>. Each Party represents, warrants and covenants to the other that:

(a)   this Agreement constitutes the legal, valid and binding obligation of it, enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy laws and other similar laws affecting creditors' rights generally and by general principles of equity;

(b)   the execution, delivery and performance of this Agreement by it does not and will not conflict with, or constitute a breach or default under, its charter documents or any agreement, contract, commitment or instrument to which it is a party; and

(c)   there is no action or proceeding pending or, in so far as it knows or ought to know, threatened in writing against it before any court, administrative agency or other tribunal that (i) could impact upon its right, power and authority to enter into this Agreement, to grant the rights and licenses granted by it to the other Party hereunder, or to otherwise carry out its obligations hereunder, or (ii) might have a material adverse effect on its business or condition, financial or otherwise that would materially impact a Party's ability to perform under this Agreement.

5.2 <u>COMPANY's General Warranties and Covenants</u>. COMPANY represents, warrants and covenants to CITY as follows:

(a)   COMPANY or its Affiliates own, and COMPANY is authorized to grant the rights and licenses to, the Licensed Material as set forth in this Agreement; and

(b)   COMPANY has not received any written notice or claim, and is not otherwise aware, that the Licensed Material and the Use thereof by CITY and the Authorized Users in accordance with this Agreement and the Documentation as contemplated hereunder, infringes or misappropriates, or would infringe or misappropriate the patent, copyright, trademark, trade secret or other Intellectual Property Rights of any third party.

5.3 <u>COMPANY's Product Warranties and Covenants</u>.

(a)   COMPANY represents and warrants that for a period of twelve (12) months from delivery of any copy of the Licensed Material to the CITY, (the "Warranty Period") the media in which the Licensed Material are delivered shall be free from defects in

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material and workmanship, assuming normal Use. The CITY may return any defective media to the COMPANY during this period for replacement free of charge.

(b)   COMPANY represents, warrants and covenants to CITY that, if properly used in the Target Environment in accordance with the Documentation and the terms and conditions of this Agreement, during the warranty period, if any, agreed and set forth in the Agreement (Warranty Period) the Product shall comply with, and achieve the performance and functionality in accordance with the Documentation. CITY agrees to promptly notify COMPANY in writing immediately upon discovery of any error or non-conformance of the Licensed Material.   COMPANY will promptly correct or replace any error or defect in the Product reported by CITY during the Warranty Period without any additional charges to CITY for such correction or replacement.

(c)   The Licensed Material have been produced and distributed with strict procedures to protect them against viruses. If, in the CITY's opinion, there is a justified suspicion that a virus exists in his copy of the Licensed Material or if it finds a virus, the COMPANY shall assist the CITY in resolving the matter. If the COMPANY is responsible for the existence of the virus, it shall within a period of three (3) days from delivery of the copy by the COMPANY remove the virus from the Licensed Material or supply without charge a copy containing no virus. If the virus does not fall within the responsibility of the COMPANY, the CITY shall pay for the assistance provided by the COMPANY in keeping with the time and material and at the COMPANY's rates of charges valid from time to time.

5.4 <u>CITY's Warranties and Covenants</u>.   CITY represents, warrants and covenants to COMPANY that:

(a)   CITY is responsible for selecting, installing, operating and using the Licensed Material as delivered by COMPANY and accepted by CITY and for the results achieved therewith. CITY shall also be responsible for the installation, use and maintenance of the Target Environment. CITY shall take reasonable precautions against loss of data due to any error or non-conformity in the operation or working of the Licensed material including without limitation, emergency procedures, data protection, regular back-up of data, virus checks, and regular checks of results.

(b)   The CITY is aware of the essential functional features of the Licensed Material. The CITY acknowledges that the Licensed Material has not been developed to meet the CITY's specific requirements and it is responsible for ensuring that the Licensed Material satisfies or meets its requirements. When using the Licensed Material, the CITY shall observe the guidelines set down in the pertinent Documentation. The CITY agrees to install any Updates, corrections and/or and New Versions of the Licensed Material in due time, but in any case not longer than twelve (12) months after the initial delivery date.

5.5 <u>Warranty Disclaimers</u>.

(a)   EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS AGREEMENT, NEITHER COMPANY NOR CITY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER, EXPRESS OR

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IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER REPRESENTATIONS AND WARRANTIES ARE HEREBY DISCLAIMED.

(b)   Further, COMPANY does not represents or warrants that any of its respective Deliverables provided under this Agreement functions without interruption and without error or that such Deliverable will operate in every combination desired by the other Party with any data, computer systems and programs of its choice or that the remedying of one program error does not result in the occurrence of other program errors.

5.6 Warranty Limitations and Release. COMPANY shall be released from its warranty obligations under Sections 5.2 and 5.3, subject to Section 2.14, to the extent that any infringement, errors, fault or non-compliance arises due to circumstances for which COMPANY is not responsible, including without limitation: (a) modification of the Licensed Material after delivery to CITY, if such modification was not made or authorized by COMPANY; (b) use of the Licensed Material contrary to the Documentation provided by COMPANY; or (c) use of the Licensed Material other than in Target Environment or use of the Licensed Material in combination with products and systems not contemplated in the applicable Documentation or Specification; or (d) infringing element or defects contained in any CITY provided Material. Further, COMPANY shall not be considered to be in breach of the warranties to the extent that COMPANY offered to CITY a correction or Upgrade and CITY failed to implement such correction or Upgrade within the timeframe defined in section 5.4. In such cases, the work put in by the COMPANY in order to determine the cause of the fault and to remedy the fault shall be invoiced in accordance with the COMPANY's current rates of charges. This shall also apply to consequential services or supply of products in relation to such work, including but not limited to the delivery of a corrective code or a corrected version of the defective part of the Licensed Material or for instructions as to how the error can be avoided. The COMPANY shall also be released from its warranty obligations if the CITY does not complain of a program error promptly or does not put into productive operation a corrective code provided by the COMPANY in fulfillment of its warranty obligations or a correct Update or Version of the pertinent part of Licensed Material which it has supplied.

6.   CONFIDENTIALITY

6.1 Obligations of Confidentiality. Each Party (in such capacity, the "**Receiving Party**") acknowledges and agrees to maintain the confidentiality of Confidential Information (as hereafter defined) of the other Party (in such capacity, the "**Disclosing Party**") provided by the Disclosing Party or otherwise received by the Receiving Party hereunder as allowed by State Statute. The Receiving Party shall not disclose or disseminate the Disclosing Party's Confidential Information to any Person or entity other than those directors, officers, employees, agents, subcontractors, Permitted Affiliates, Authorized Users of the Receiving Party who have a need to know it in order to assist the Receiving Party in performing its obligations, or to permit the Receiving Party to exercise its rights, under this Agreement unless required by State Statute or Court Order.   In addition, the Receiving Party shall (a) take all reasonable steps to prevent unauthorized access to the Disclosing Party's Confidential Information; (b) not use the Disclosing Party's Confidential Information, or authorize other Persons or entities to use the Disclosing Party's Confidential Information,

for any purposes other than in connection with performing the Receiving Party's obligations or exercising the Receiving Party's rights hereunder; (c) upon the request of the Disclosing Party and a reasonable opportunity to comply, comply with any legal and/or regulatory requirements applicable to the Disclosing Party or its vendors regarding security and data protection (and in such cases, the Disclosing Party will reimburse the Receiving Party for the reasonable, actual additional costs, if any, incurred by the Receiving Party in complying with such requirements); and (d) promptly advise the Disclosing Party in the event it learns or suspects that any of the Disclosing Party's Confidential Information in the Receiving Party's possession has been revealed or improperly acquired by any third party, and shall assist the Disclosing Party in its efforts to retrieve the material and mitigate the effects of the exposure or loss. As used herein, "reasonable steps" means steps that a Party takes to protect its own confidential or proprietary information of a similar nature, which steps shall in no event be less than a reasonable standard of care.

6.2 <u>RESERVED</u>

<u>Section 6.2 is intentionally left blank</u>.

6.3 <u>Exclusions</u>. The provisions of this Article 6 respecting Confidential Information shall not apply to the extent, but only to the extent, that such Confidential Information: (a) is already known to the Receiving Party free of any restriction at the time it is obtained from the Disclosing Party; (b) is subsequently learned by the Receiving Party from an independent third party free of any restriction and without breach of this Agreement; (c) is or becomes publicly available through no wrongful act or omission of the Receiving Party; or (d) is independently developed by or for the Receiving Party without reference to or use of any Confidential Information of the Disclosing Party. Further, Receiving Party shall not be in breach for disclosure to the extent required pursuant to an applicable law, rule, regulation, government requirement or court order, or the rules of any stock exchange or self regulatory agencies (provided, however, that to the extent practicable and lawfully permitted, the Receiving Party shall advise the Disclosing Party of such required disclosure promptly upon learning thereof in order to afford the Disclosing Party a reasonable opportunity to contest, limit and/or assist the Receiving Party in crafting such disclosure).

6.4 <u>Privacy Compliance</u>. Notwithstanding any other provision of this License Agreement, to the extent Nonpublic Personal Information is disclosed to or otherwise obtained by COMPANY in connection with the matters contemplated by this Agreement, COMPANY will keep such Nonpublic Personal Information strictly confidential and strictly limit COMPANY's use thereof to the purposes contemplated by this Agreement. For the purposes of this provision, the term "**Nonpublic Personal Information**" is defined as any non-public personally identifiable information of an individual, including, but not limited to, CITY's or its Affiliates' customers or employees, including Authorized Users.

6.5 <u>Receiving Party's Employees and Others</u>. The Receiving Party shall take reasonable steps to advise its employees, agents, contractors, subcontractors, Authorized Users of the Receiving Party's obligations of confidentiality and non-use under this Article 6.

6.6 <u>Return or Destruction of Confidential Information</u>. Upon the Disclosing Party's written request at any time, including following the expiration or termination of this Agreement, the Receiving Party promptly shall cease to use the Confidential Information and return to the Disclosing Party, or destroy, all Confidential Information of the Disclosing Party provided

under or in connection with this Agreement, including all copies, portions and summaries thereof, and shall provide the Disclosing Party with a written statement certifying that all such material has been returned or destroyed. Notwithstanding the foregoing sentence, if and to the extent the license and rights granted to the Receiving Party with respect to any Confidential Information survive the termination of this Agreement, Receiving Party may retain Confidential Information of Disclosing Party and use such information to the extent that such information is reasonably necessary in connection with Receiving Party's exercise of the license and rights as permitted under this Agreement; provided, however, that all such Confidential Information retained by the Receiving Party shall remain subject to the provisions of this Article 6 for so long as it is so retained. For greater clarity, COMPANY and CITY each acknowledges and agrees that nothing in this Article 6 shall entitle either party to require the other party to return, or cease Use of, any material (including, in the case of CITY, the Licensed Material) so long as the license granted to such party under this Agreement remains in effect, including by survival after termination of this Agreement to the extent such survival may be expressly provided hereunder. If requested by the Disclosing Party, the Receiving Party shall certify in writing its compliance with the provisions of this Section 6.6.

6.7 <u>Lawful exercise of license or rights</u>. Notwithstanding anything to the contrary in this Agreement as between the Parties, the title and ownership of Confidential Information shall remain exclusively with the Disclosing Party. Disclosure of Confidential Information of a Party to the other Party shall not be construed as a grant of any license or other rights in or to the Confidential Information except as specifically set forth in this Agreement. Nothing contained in this Article 6 is intended nor shall anything herein be construed as restricting either Party from lawfully exercising the rights and licenses granted to such Party under this Agreement and any such use, copying or disclosure made by a Party in exercise of such Party's license rights and subject to the restrictions applicable to the license shall not be considered as a breach of this Article 6.

6.8 <u>Survival of obligations</u>. The obligations under this Article 6 shall survive the termination of this Agreement.

6.9 <u>Cumulative Remedies</u>. Each Party shall have and may cumulatively exercise all rights at law or in equity for the protection of its Confidential Information, including obtaining an injunction enjoining the breach or threatened breach of this Article 6.

7. **OWNERSHIP AND PROPRIETARY RIGHTS**

7.1 <u>Product and the Licensed Material</u>. CITY acknowledges and agrees that COMPANY does and will continue to own all Intellectual Property and Intellectual Property Rights in or attached to the Product and Licensed Material, including without limitation, in or attached to any Enhancement and Upgrades and any Derivative Works thereof even if made by or on behalf of the CITY. Nothing contained herein shall be construed as a transfer, assignment or conveyance by COMPANY to CITY of the ownership, interest or title to the Intellectual Property or Intellectual Property Rights in or attached to the Licensed Material or any Enhancements, Upgrades or Derivative Works thereof. Subject to the provisions of this Agreement, CITY shall have the non-exclusive license and rights granted by COMPANY pursuant to Article 2 hereunder.

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7.2 <u>CITY Material</u>. The ownership and title in any Intellectual Property and Intellectual Property Rights in or attached to any CITY Deliverables and CITY Proprietary Material that CITY provides to COMPANY in connection with the performance of Services or for incorporation in the Licensed Material shall remain with CITY and its applicable licensors and nothing contained in this Agreement is intended to nor shall be construed to effect any transfer of ownership rights or title of CITY or its licensors to COMPANY. To the extent any CITY Deliverables or CITY Proprietary Materials are used or incorporated in the Licensed Material, CITY hereby grants to COMPANY a non-exclusive, irrevocable, worldwide, fully paid up and royalty free right and license to use, copy, display, sublicense and distribute such material as part of Licensed Material and/or COMPANY's product(s) and to create Derivative Works thereof within any future Enhancement of or Upgrade to the Licensed Material, provided that such right and license shall exclude all Marks of CITY.

7.3 <u>Trademarks</u>. Nothing herein is intended to provide any Party any right to use or exploit any trademark, service mark, business name, trade dress or logo ("**Mark**") of the other Party, and neither Party shall utilize any such Mark of the other Party without the express written consent of the other Party unless it is obligated to reproduce such Mark under this Agreement.

7.4 <u>COMPANY's Marketing Rights</u>. Nothing in this License Agreement shall prevent COMPANY from transacting similar business either for itself or for any other Person or to offer same or similar products or services to any third parties.

7.5 <u>Residual Knowledge</u>. Nothing in this License Agreement is intended to prevent either Party from using the knowledge, skill and general experience gained by it or its employees in the performance of this License Agreement to the extent they are retained in the unaided memories of such Party's personnel. Such personnel's memory will not be considered to be unaided if such personnel makes reference to refresh his memory to documents containing Confidential Information belonging to the other Party or the Source Code of the other Party. Nothing contained in this Section 6.6 shall be construed as granting separate license to the Intellectual Property or Confidential Information by one Party to the other Party.

7.6 <u>Ownership of Data</u>. COMPANY acknowledges that all data related to this project (including but not limited to names, addresses, personal contact information of people involved in an incident; photographs; investigative materials; correspondence; identifying and tracking information; maps; and all other CITY records), either as provided initially by the CITY; in subsequent data transmittals; or as keyed, delivered, interfaced or otherwise created in the system, is the sole and exclusive property of the CITY The COMPANY makes no claim on the data, and agrees to securely maintain the data, in such manner as is defined within this agreement; to freely release all data at the end of the agreement for any reason; and to permanently remove all data from their systems once the CITY has issued a written receipt for the data's return.

(a) The COMPANY will make copies of all of the CITY's data within ten (10) days of receipt of the CITY's written request for such data. The data is to be delivered via electronic media, in a format mutually agreed upon by the CITY and the COMPANY. Proof of receipt of a request is constituted by the delivery acknowledgment provided by third party package handlers or by the US Postal Service. The CITY agrees to bear reasonable costs for extracting the data, not to exceed $1,000 dollars.

(b)   If the COMPANY fails to deliver the data within ten (10) days of receipt of a request; or upon termination of the contract; or if the COMPANY fails to either securely maintain all data files while they are in possession of them, or to completely erase all the data from the COMPANY's possession after the data has been returned to the CITY upon termination of this agreement; then the COMPANY shall be liable for all costs, fees and damages incurred by the CITY as a result of the COMPANY's actions.

8.   RESERVED

Section 8 is intentionally left blank.

9.   INDEMNIFICATION

9.1   Infringement Indemnity by COMPANY.

(a)   To the extent a Party becomes aware, such Party shall promptly and fully notify the other Party of any Claim by any third party asserting that the Use by CITY or an Authorized User of the Licensed Material infringes or is likely to infringe the Intellectual Property Rights of such third party. COMPANY will defend, indemnify and hold harmless CITY, Authorized Users, and CITY's directors, officers, employees and agents (collectively, "**CITY Indemnified Parties**") from any and all Losses arising from any such Claim, provided that COMPANY shall have no obligations to CITY or CITY Indemnified Parties under this Section 9.1 or Section 9.2 below.

9.2   Additional Obligation of COMPANY. Subject to the forgoing provisions, in the event that any infringement Claim is initiated against COMPANY or a CITY Indemnified Party, or in COMPANY's sole opinion is likely to be initiated for the COMPANY is liable in terms of Section 9.1 above, then COMPANY shall have the option, at its expense, to either:

(a)   modify or replace the infringing part of the Licensed Material so that such part is no longer infringing, provided that the functionality and performance of the Licensed Material continues to perform and operate at least in an equivalent manner and with equivalent functionality; or

(b)   procure for CITY, Permitted Affiliates, Authorized Users the right to continue using the infringing Licensed Material.

In either case, the COMPANY shall act as promptly as possible and in a manner which will avoid unreasonable disruption to CITY's operations. If neither of options (a) and (b) under Section 9.2 is reasonably possible or effective, COMPANY shall accept the return of the Licensed Material and terminate all rights and licenses granted to CITY under this Agreement and refund to CITY an amount equal to the unamortized balance of the License Fee paid by CITY under this Agreement, calculated on a straight line basis over a period of five years commencing on the Effective Date of this Agreement. The provisions of Section 9.1 and 9.2 state COMPANY's entire liability and CITY's sole remedies with respect to infringement.

9.3 <u>CITY's Infringement Indemnity</u>.

(a) Subject to subsection 9.3(b), CITY shall defend, indemnify and hold harmless COMPANY and its directors, officers, employees and agents (collectively, "**COMPANY Indemnified Parties**") from and against any Losses arising from any third party Claim against one or more COMPANY Indemnified Parties in which it is alleged that the Use by COMPANY of any CITY Material in connection with this Agreement constitutes an infringement of or misappropriation of the Intellectual Property Rights of any third party, provided that CITY shall have no obligation to COMPANY and in such cases COMPANY shall defend, indemnify and hold the CITY Indemnified Parties harmless, to the extent such infringement Claim arises as a result of (i) modification of a CITY Material by or for COMPANY other than to perform the Services to be provided under this License Agreement, Attachments and Statement of Work or at the direction of CITY; (ii) use by COMPANY of the CITY Material other than in accordance with applicable documentation or instructions provided by CITY or use of the CITY Material by COMPANY in combination with products and systems not contemplated in this Agreement, a Statement of Work, the applicable Documentation or Specifications; (iii) COMPANY's failure to implement reasonable corrections, revisions or upgrades provided by CITY at CITY's cost, the use of which would have prevented any such Claim for infringement without materially impacting COMPANY's use of the CITY Material; or (iv) use of a CITY Material outside the scope of the Licensed Material or Services. CITY agrees not to perform actions which would result in a claim under the conditions in the preceding sentence.

(b) Notwithstanding anything to the contrary herein, CITY makes no representation or warranty, and COMPANY expressly waives any obligation by CITY of indemnification, with respect to the use of a CITY Material by any Person other than COMPANY, and shall assume no liability with respect to any Claims or Losses that may be made against or incurred by COMPANY, any COMPANY Indemnified Party or any other Person for the use of such materials beyond the Licensed Material provided to CITY hereunder or performance of the Services provided to CITY herein.

9.4 **<u>RESERVED</u>**

<u>Section 9.4 is intentionally left blank.</u>

9.5 <u>Additional Provisions for Indemnification</u>. A Party seeking indemnification shall provide the other Party with prompt written notice of any Claim or Losses for which such Party is seeking or may seek indemnification hereunder (provided that the failure of the Party seeking indemnification to promptly notify the indemnifying Party hereunder shall not relieve the indemnifying Party of any liability with respect to the Claim or Losses, except to the extent the indemnifying Party demonstrates that the defense of the Claim or the avoidance or mitigation of any Losses is prejudiced by such failure). An indemnifying Party shall: (a) keep the other Party fully informed concerning the status of any litigation, negotiations or settlements of any such Claim; and (b) allow the other Party, at its own expense, to participate in such litigation, negotiations and settlements with counsel of its own choosing. The indemnified Party shall tender defense of the Claim to the indemnifying Party and provide reasonable cooperation (at the indemnifying Party's expense) and full

authority to defend or settle the Claim. Notwithstanding the forgoing, neither Party shall have the right to settle any Claim without the prior written consent of the other Party if such settlement contains a stipulation to, or an admission or acknowledgement of, any wrongdoing (whether in tort or otherwise) on the part of the other Party. The indemnifying Party shall have no obligation to indemnify any amount in settlement agreed by the Indemnified Party unless the indemnifying Party agreed to such settlement.

10.   LIMITATION OF LIABILITY

10.1 SUBJECT TO THE SPECIFIC REMEDIES IF ANY SET FORTH IN THIS AGREEMENT WITH RESPECT TO ANY CLAIM CONCERNING PERFORMANCE OR NON PERFORMANCE OF THE LICENSED MATERIAL PURSUANT TO OR IN ACCORDNACE WITH THE TERMS OF THIS AGREEMENT AND THE DOCUMENTATION OR ANY CLAIM FOR BREACH OR DEFAULT OF THE COMPANY, THE CITY'S EXCLUSIVE REMEDY SHALL BE THE RECOVERY OF THE DIRECT DAMAGES ACTUALLY SUFFERED BY IT INCLUDING BUT NOT LIMITED TO ALL FEES PAID TO COMPANY.

10.2 GENERAL EXCLUSION. EXCEPT WITH RESPECT TO BREACH OF THE LICENSE CONDITIONS AS SET FORTH IN SECTION 2, BREACH OF CONFIDENTIALITY OBLIGATIONS AS SET FORTH IN SECTION 6 AND INDEMNIFICATION CLAIMS FOR INFRINGEMENT AS SET FORTH IN ARTICLE 9, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER FOR LOSS OF OR DAMAGE TO REVENUES, PROFITS, OR GOODWILL OR OTHER SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES, WHETHER IN CONTRACT, TORT OR ANY OTHER THEORIES IN LAW OR EQUITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.3 Additional Liability Exception. The limitation of liability set forth in Section 10.2 shall not be applicable to liability for any unpaid fees due for the license under this Agreement.

10.4 Back up date. The CITY shall be responsible for daily backing up all data and databases used with the Licensed Material. The CITY assumes full responsibility for the use of the Licensed Material and any information entered, used and stored thereon, including, without limitation, protection of data from viruses, or any unintended modification, destruction or disclosure, and for the accuracy and integrity of the results.   The COMPANY assumes no responsibility for CITY's negligence or failure to retain back up data at regular intervals or protect data from viruses, or any unintended modification, destruction, or disclosure of any data, software or other information.

10.5 The CITY acknowledges and agrees that the allocation of risk contained in this Section 10 is reflected in the fees and other charges under this Agreement and is a reasonable allocation of the risk between the parties.

11.   TERM AND TERMINATION

11.1 Term. The term of this License Agreement shall commence as of the Effective Date and shall continue to remain in effect until the expiration of the initial term running until the end

of the calendar year which contains the fifth anniversary its effective date, unless and until it is terminated in accordance with the provisions of this Agreement ("**Term**") and may be extended by the parties thereafter as per the procedure laid down below.

11.2 No later than one (1) year before the expiry of the initial term of the License Agreement the CITY may make a written request for extension of this Agreement by a further term of one (1) calendar year in return for payment of the applicable license and maintenance fee set down in the Appendix. Thereafter, the CITY may similarly request extension by further periods of one (1) calendar year, allowing one (1) month notice. The COMPANY may refuse extension only for a serious reason, i.e. if the COMPANY ceases to carry on its business or loses the license for distribution of the Licensed Material or the CITY commits any material breach of its obligations. Should the CITY fail promptly to extend the License Agreement, it shall end automatically upon the expiry of the then current term. The duration of the Appendices shall be determined by the arrangement made therein. In the absence of a special arrangement, the Appendices shall have the same duration as this License Agreement and shall be extended with it. In every case, the termination of this License Agreement shall also occasion the termination of all its Appendices.

11.3 Termination for Material Breach.

   11.3.1 In the event of a material breach of the provisions of the Agreement or this License Agreement by CITY, COMPANY may terminate this Agreement and all applicable licenses, upon written notice to the CITY, if the CITY fails to cure such breach within thirty (30) days following written notice thereof from COMPANY.

   11.3.2 In the event of a material breach of the provisions of the Agreement or this License Agreement by COMPANY, CITY may terminate this Agreement and all applicable licenses, upon written notice to the COMPANY if the COMPANY fails to cure such breach within thirty (30) days following written notice thereof from CITY

11.4 Termination for Change of Control. In the event of a material change of ownership, control or business purpose by the COMPANY, the CITY shall at its sole discretion have the right to ascertain the ability of the new ownership to perform under the terms of this License Agreement. Such assessment shall include interviews discussions, and negotiations with the new ownership, and shall be completed in not more than 180 days from the time that the City is made aware of the change in ownership. Based on its assessment, the CITY shall either renew the License Agreement with the new owners under the then current terms, or if the CITY is unable to be satisfied that the terms and rights can be upheld by the new ownership, the CITY may seek such replacement of functionality ("replacement") as it believes serves its interest, such Replacement to be completed in not more than twelve (12) months. While the Replacement is in progress, CITY may continue to use the software, and for the period that the CITY continues to pay maintenance, receive the level of support provided under this License Agreement. At the end of the twelve month Replacement period, this License Agreement shall be terminated.

11.5 Effect of Termination:

   (a)   In the event of termination of this Agreement for any reason whatsoever, the rights and licenses granted to the CITY will immediately terminate and the licensee will

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have no further right to use the software. Within thirty (30) days after the termination, CITY must return all the copies of the software, documentation and Confidential Information in its possession or control to the licensor, or permanently destroy or disable all such copies. If requested by the COMPANY, a duly authorized officer of the CITY will certify in writing to the licensor that the licensee has taken such action. The sole exception is the right of CITY to retain CITY'S data and the COMPANY shall grant CITY a limited licenses to use the associated schema for the database in which such data exists for the purposes of transition for a period not to exceed 12 months. CITY agreed to treat such Schema as the Confidential Information of COMPANY and shall not disclose such schema to any third party without the prior written consent of COMPANY.

(b)   Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.

(c)   In the event of this Agreement being determined by whichever party and for whatsoever reason, the CITY shall be liable to make payments of the entire amount due under this Agreement for the services rendered by the COMPANY up to the effective date of termination in terms of this Agreement.

(d)   Forthwith on the expiry or earlier termination of this agreement, each party shall, return to the other party all documents and materials and Confidential Information, belonging to the other party with regard to this Agreement, or shall at the option of the disclosing party destroy under written certification by an authorized officer of the other party all documents or materials in connection with this Agreement in a manner that the subsequent retrieval thereof is rendered impossible by any method

12.   MISCELLANEOUS

12.1   <u>Default and Other Remedies</u>. Nothing herein shall preclude either Party from seeking money damages or injunctive relief to prevent unauthorized use of the Licensed Material or CITY Proprietary Material in the event of a breach of this Agreement.

12.2   <u>Remedies</u>. Except as otherwise provided herein, no right or remedy herein conferred on or reserved to either Party is intended to be exclusive of any other right or remedy, and each and every right and remedy will be cumulative and in addition to any other right or remedy under this Agreement or under applicable law, whether now or hereafter existing.

12.3   <u>Injunctive Relief and Special Performance</u>. COMPANY and CITY agree that a breach by either of them of its obligations under Article 2, Article 5, Article 6 or Article 11 may cause irreparable harm which cannot be compensated in money damages. Accordingly, COMPANY and CITY each agree that in the event either Party breaches any of the provisions in Article 2, Article 5, Article 6, or Article 11 the other Party shall be entitled to seek injunctive relief or specific performance in addition to its other remedies.

12.4   <u>Relationship of Parties</u>. The relationship of the Parties shall be that of independent contractors. Any employee, subcontractor or agent of COMPANY who is assigned to

provide Services under this Agreement shall remain at all times under the exclusive direction and control of COMPANY and shall not be deemed to be an employee, subcontractor or agent of CITY. Neither Party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other Party, or to represent the other Party as agent, employee, or in any other capacity, except as specifically provided herein.

12.5 <u>Binding Effect; Assignment</u>.

(a) This Agreement shall be binding on and inure to the benefit of the respective Parties and their permitted successors and assigns. Neither Party may sell, transfer or assign any right or obligation hereunder, except as expressly provided herein, without the prior written consent of the other Party. Any assignment in violation of this Section 12.4 shall be void.

(b) CITY shall have the right to assign or transfer (including by merger or otherwise by operation of law) all of its rights, duties and obligations under this Agreement to (i) any entity that is an Affiliate of CITY in connection with an internal reorganization of the business of CITY; or (ii) a purchaser of all or substantially all of CITY's capital stock, assets and business involving the line of business that primarily utilizes the Licensed Material; provided that with respect to subsections (i) and (ii), the resulting assignment shall not expand the scope of the licenses granted hereunder. The foregoing assignment shall be valid only if (A) CITY provides prior written notice to COMPANY and (B) such assignee or transferee shall have expressly assumed in a written agreement with COMPANY, the rights, duties and obligations of CITY under this Agreement. No such assignment or transfer shall operate to release CITY of its duties or obligations under this Agreement, absent an express written release executed and delivered by COMPANY (it being understood and agreed that COMPANY shall not unreasonably withhold its consent to such a release if the assignee or transferee is the operator or successor to CITY's line of business involving the Licensed Material).

(c) COMPANY shall have the right to assign or transfer (including by merger or otherwise by operation of law) its rights, duties and obligations under this Agreement with the consent of CITY. CITY agrees not to unreasonably withhold consent, subject to the terms of section 11.4.

12.6 <u>No Waiver</u>. Either Party's failure to exercise any right under this Agreement shall not constitute a waiver of any other terms or conditions of this Agreement with respect to any other or subsequent breach, or a waiver by such Party of its right at any time thereafter to require exact and strict compliance with the terms of this Agreement. In order to be effective, all waivers under this Agreement must be in writing and signed by the waiving Party.

12.7 <u>Notices</u>. All notices, as required by the contract, and other communications required under this Agreement shall be in writing and sent to the address stated below, or to such other address as shall be given by either Party to the other in writing, and shall be effective: (i) upon actual delivery if presented personally or sent by express overnight courier such as Federal Express (with a signature acknowledging receipt), or (ii) seven

days following deposit in the mail if sent by certified or registered mail, postage prepaid, return receipt requested.

<u>If to COMPANY</u>:

With a copy to:

<u>If to CITY</u>:

With a copy to:

Notwithstanding the foregoing, day-to-day communications between the Parties may be made by phone, facsimile transmission, e-mail or any other method agreed to by the Parties.

12.8 <u>Applicable Law</u>. This Agreement shall be governed by laws of the State of _____, without giving effect to the conflicts of law principles thereof.

12.9 <u>Cooperation</u>. Each Party to this Agreement agrees to execute and deliver all documents and to perform all further acts and to take any and all further steps that may be reasonably necessary to carry out the provisions of this Agreement and transactions contemplated thereby. Each Party shall perform its obligations hereunder acting in a fair and reasonable manner.

12.10 <u>Headings</u>. The various headings and subheadings in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.

12.11 <u>Severability</u>. The invalidity of one or more phrases, sentences, sections, clauses or articles contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof; and in the event that one or more phrases, sentences, sections, clauses or articles shall be declared void or unenforceable by any court of competent jurisdiction or by any government or regulatory agency, such provision will be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intentions of the Parties, and this Agreement shall be construed as if any such phrases, sentences, clauses and articles had not been inserted herein.

12.12 <u>Counterparts</u>. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12.13 <u>Enurement.</u> This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first written above.

CITY _____   **[COMPANY NAME]**

By: _____   By: _____

Name: Name:

Title: Title:

Date: _____   Date: _____

Attachment A
PRODUCT COVERED BY THIS AGREEMENT

Attachment B
LICENSED MATERIALS (INCLUDING THIRD PARTY OR ANCILLARY SOFTWARE)

Attachment C
MAINTENANCE AND SUPPORT AGREEMENT

Attachment D
TARGET ENVIRONMENT

Request for Bid

Bulk Fuel and Fueling Services for the Grant Parish School Board

Name Trak Engineering, Inc.

Address 2901 Crescent Dr.
                 Tallahassee, FL 32301

Contact Person Katherine Blyth   Phone Number 850-878-4585 ext. 325

I, Katherine Blyth   , having authorization for Trak Engineering, Inc   assure the
        (Authorized Person's Name)   (Name of Company)

Grant Parish School Board that Trak Engineering, Inc.   , is in compliance with all current
                                                    (Name of Company)

local, state, and federal laws pertaining to this project.

Clearly identify and attach a "sample/draft" contract for services.

Clearly identify and attach proof of relevant insurance and bonding documentation.

Clearly identify and attach an itemized description and cost of all components of this project.