



Software & Hardware Maintenance Agreement

City of Columbus – All Locations

1 Sole Agreement

These terms and conditions constitute the entire agreement ("Agreement") between Key Tracer and its subsidiaries ("Key Tracer") and users of Key Tracer systems ("Customer") who have directly or indirectly purchased technical support and/or hardware maintenance ("Service") for certain Key Tracer products ("Products"). These terms and conditions are the sole and exclusive terms governing all Service provided by Key Tracer (or its agents or subcontractors) for the Products. Key Tracer shall not be bound by any terms or conditions not set forth in this Agreement. These terms and conditions may be modified only by written amendment executed by Key Tracer.

2 Period of Performance

This Agreement and performance thereof will commence and expire on the dates indicated in the purchase order or Key Tracer's confirmation of sale.

3 Renewal

This Agreement will automatically renew annually. Discontinuation of this agreement requires 30 days notice prior to the end of this contract. The renewal will be subject to the price(s) then offered to the Customer directly or by one or more Customers. Renewals received by Keytracer more than ninety (90) days following contract expiration may be subject to a reinstatement fee. Keytracer reserves the right to confirm the health condition of hardware prior to accepting service reinstatement. Hardware not meeting the minimum product health requirement must be repaired at the Customers expense prior to service reinstatement. All hardware maintenance must be continuous with no gaps in coverage period. Reinstatement will be retroactive to the day following the last covered date.

4 Service

A. To initiate Service, Customer will contact the Key Tracer Support Center to report problems covered by this Agreement. Product(s) eligible for Service must be in good operating condition as determined by Key Tracer. If Customer's service plan requires site access, Customer hereby authorizes Key Tracer or its subcontractors to enter the Customer's premises to perform Service under supervision of relevant site personnel. Any such site access will be subject to Customer's security rules and requirements and subject to the terms of Customer's service plan and this Agreement.

B. Service shall not include software maintenance, training, preventive maintenance, or any hardware maintenance, servicing, repair, or replacement of parts required as a result of the following:

- Accident, vandalism, negligence, abuse, or misuse, including the failure to operate and care for the Product in accordance with Key Tracer's power, environmental and other specifications.

- Causes external to the Product including, but not limited to, failure of, or faulty electric power (such as power surges) or air conditioning, damage caused by fire originating outside of the Product, water damage, environmental contamination, or as a result of any causes other than ordinary use of the Product.
- Re-manufacturing or refurbishing the Product except as specifically authorized by Key Tracer.
- Moving, removal/reinstallation of the Product.
- Alterations, modifications, repairs or maintenance of the Product made by persons other than Key Tracer or a Key Tracer authorized service provider.
- Implementation of non-mandatory engineering changes. v Installation of new or upgraded features except as authorized by Key Tracer.
- Service of parts, components or Products which were not manufactured and approved by Key Tracer.
- Acts, errors or omissions committed by Customer or Customer's representatives.

5 Software

This support agreement will include upgrading the latest version of Commander 4.

6 Panel Firmware Updates

In the event of older installed panel hardware requires Firmware Updates to support upgrading to newer versions of proxSafe software, the customer shall be responsible for all shipping costs (to and from location) of the Key Tracer Firmware Upgrade tool to support the upgrading of panel Firmware.

7 Key Tracer Responsibilities

During the term of this Agreement, Key Tracer shall use reasonable commercial efforts to do the following:

- Ensure that the Product operates in accordance with the Product specifications in effect at the time of Customer's purchase of the Product or subsequent upgrades or enhancements procured by the Customer under conditions of normal use.
- Provide applicable parts and labor required for Services purchased.
- Install all mandatory field change orders that Key Tracer determines are required to ensure proper Product operation.
- Provide such other Services as described in this Agreement.

8 Customer Responsibilities

A. Obtain and provide to Key Tracer sufficient information to establish entitlement, severity, and priority for identified problems.

B. Use reasonable commercial efforts to isolate problems and reproduce any identified errors or malfunctions.

C. Provide, upon Key Tracer's request, diagnostic output and such additional data in machine-readable or interpreted form deemed necessary or desirable by Key Tracer to reproduce the environment in which the errors or malfunctions occurred and to aid in understanding the errors or malfunctions.

D. Provide Customer and their representatives with Key Tracer Support Center contact information as needed.

E. Identify to Key Tracer on or before Agreement commencement, any special access or security requirements if on-site services are purchased.

F. Identify to Key Tracer on or before Agreement commencement, any requirement for the use of protective equipment or other measures including, but not limited to, specific site safety training. Customer also agrees to provide such equipment or training as needed at no charge prior to the start of on-site maintenance activities.



G. Provide Key Tracer thirty (30) days advance notice of site location changes for covered Product.

H. For purchased on-site services, provide Key Tracer and its subcontractors an appropriate and safe work environment, reasonable access, working space and facilities including heat, ventilation, electric current, electric outlets, and access to a working telephone.

9 Subcontracting

Key Tracer may authorize and use one or more third parties to provide the Services under this Agreement. Subcontractor(s) shall comply with the terms of this Agreement.

10 Pricing

Price quotes are obtained from resellers through authorized Key Tracer distributors and other parties with whom Key Tracer has a direct sales relationship. Prices are in US dollars unless otherwise specified. Prices specified herein exclude taxes. Customer will pay any tax, however designated (and any related interest or penalty), imposed.

11 Payment

Upon acceptance of a purchase order from a Customer, Key Tracer shall invoice Customer for the Term of Service. Payment is due in full within thirty (30) days of invoice receipt. All payments will be made in US Dollars without setoff or deduction.

12 Warranty

Key Tracer warrants that all services will be performed in accordance with workmanship standards prevailing in the industry, and all Products or parts thereof provided to Customer under this Agreement will be either new or refurbished to like new condition. All services are warranted for a period of thirty (30) days. Customer's sole remedy for breach of this remedy is re-performance of the service by Key Tracer. Customer acknowledges that any deviations or exceptions to the foregoing warranty shall be valid only in writing executed by a Key Tracer authorized representative, and no employee, dealer, distributor, or third party is authorized to modify the foregoing warranty. THE FOREGOING IS THE SOLE WARRANTY BY KEY TRACER UNDER THIS AGREEMENT AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, CUSTOM, AND FITNESS FOR PURPOSE ARE HEREBY DISCLAIMED.

13 Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL KEY TRACER BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, OR LOST GOODWILL HOWEVER CAUSED. KEY TRACER'S MAXIMUM LIABILITY IN ANY CLAIM ARISING OUT OF THIS AGREEMENT WILL NOT EXCEED THE AMOUNT WHICH DIRECT-CUSTOMER HAS PAID TO KEY TRACER FOR SERVICES ON BEHALF OF CUSTOMER UNDER THIS AGREEMENT.

14 Intellectual Property Rights

Key Tracer owns the entire right, title, and interest in and to all Intellectual property rights in and relating to the design of the Products and any software, firmware, knowledge, or other technology developed by Key Tracer in the performance of this Agreement.

15 Force Majeure

Neither party will be liable for any failure to perform acts, other than payment obligations, due to unforeseen circumstances or causes beyond the parties' reasonable control, including, but not limited to, acts of God, war, riot, embargoes, acts of civil or military authorities, acts of terrorism or sabotage, electronic viruses, worms or corrupting microcode, shortage of supply or delay in delivery by Key Tracer's vendors, fire, flood, earthquake,

accident, strikes, radiation, inability to secure transportation, failure of communications or electrical lines, facilities, fuel, energy, labor or materials.

16 Cancellation

Cancellations are not accepted after issuance of a service contract acknowledgement from Key Tracer.

17 Termination

Key Tracer may terminate this Agreement immediately and incur no future support obligation upon written notice if Direct-Customer fails to pay for services when due and such failure is not cured within ten (10) working days after Direct-Customer's receipt of written notice.

18 Assignment

These terms and conditions shall be binding and inure to the benefit of the parties hereto and their respective successors and assigns. Customer shall not assign this Agreement to any third party without the prior consent of Key Tracer, and any attempted assignment in violation of this provision will be void. Nothing in this provision will be interpreted to prevent or impede Key Tracer from subcontracting its efforts under this Agreement.

19 Rights and Remedies

All rights and remedies, whether conferred hereunder or by any other instrument or law, will be cumulative and may be exercised singularly or concurrently. Failure by either party to enforce any term will not be deemed a waiver of future enforcement of that or any other term. The terms and conditions stated herein are declared to be severable. Should any term(s) or condition(s) of this Agreement be held to be invalid or unenforceable the validity, construction and enforceability of the remaining terms and conditions of this Agreement shall not be affected.

20 Applicable Law

The terms herein will be governed by the laws of the Province of British Columbia notwithstanding its conflicts of laws, provisions, and the parties have agreed that the United Nations Convention for International Sale of Goods shall not govern this Agreement.

21 Disputes

The parties shall attempt in good faith to promptly resolve any controversy or claim arising out of or relating to Service delivery by negotiations between representatives of the parties. Neither party will file or otherwise initiate litigation against the other without providing the other party at least thirty (30) days prior written notice. The prevailing party in any litigation against the other party under this Agreement will be entitled to recover attorney fees.

22 Survival

Provisions entitled "Limitation of Liability", "Intellectual Property Rights", "Rights and Remedies", "Applicable Law", and "General" shall survive termination or expiration of this Agreement. .

23 General

A. This Agreement is the complete and entire understanding between Key Tracer and Customer and supersedes all prior agreements, proposals, representations, statements, or understandings whether written or oral on this subject between them.

B. The headings of the sections in these terms and conditions are included for convenience only and are not to be used in construing or interpreting the provisions hereof.

C. All notices required to be given pursuant to the provisions hereof shall be in writing and shall be deemed given and delivered upon actual receipt by the party to whom it is addressed or sent by e-mail (support@KeyTracer.com). Notices deposited in the mail will be sent certified mail, return receipt requested, with postage pre-paid, and addressed as set forth: Key Tracer Inc. Unit 16, 1833 Coast Meridian Rd Port Coquitlam BC V3C 6G5 Canada Attention: Key Tracer Customer Service

D. Customer acknowledges that Service activities may create a risk of loss of data, programs, or disruption of Customer's information. Customer agrees to be solely responsible to back up all existing computer files prior to initiation of any Service activities.

E. Key Tracer reserves the right to charge for performance of services, maintenance, support, or other activities requested by Customer that are outside the scope of this Agreement.

24 Coverage Details

The following describes maintenance coverage provided by Key Tracer under this agreement.

Coverage includes Key Tracer Software (Commander 4), Hardware, Firmware, and related drivers. Coverage excludes all other software, SFPs, GBICs, power cords, mounting brackets/kits, rails, and cables.

24.1 Duration – All Maintenance is for the period set forth in Section 2 above.

24.2 Key Tracer Support Center – Provides assistance with product performance- related questions, helps to identify, verify and resolve causes of suspected errors or malfunctions for covered Key Tracer Products.

24.2.1 Call Management – Based on information provided by the Customer, the Call Center representative will determine the nature of the reported issue and attempt to resolve the problem. If the issue cannot be resolved in a timely manner, the call will be escalated to the appropriate support group. If needed, the appropriate support group will contact Customer's personnel. Key Tracer will monitor the call for response and resolution and track the call through resolution.

24.2.2 Key Tracer Support Center Hours of operation Hours of operation are in accordance with the applicable service level plan. Please reference your purchase order to identify the specific service level purchased.

24.2.3 Key Tracer Support Center contact information:

Phone: 1-800-331-2882

Email: support@keytracer.com

24.2.4 Key Tracer Support Center Response Commitment. Key Tracer will respond acknowledging receipt of Customer's request and commence resolution efforts as follows during regular business hours: E-mail: 4 hours Phone: 1 hour

24.2.5 On-site Commitment. Key Tracer will attempt to resolve all issues through the Key Tracer Support Center because this is typically the fastest path to resolution. If this is not possible, then for covered Products, upon Customer request and with Key Tracer Management approval, Key Tracer or its subcontractor may provide on-site technical personnel at Customer's location(s) for hardware replacement as identified in the Service Descriptions at Key Tracer standard on site and travel rates.

24.3 Hardware Replacement. If, following Key Tracer Support Center troubleshooting and problem resolution efforts, the covered hardware is deemed to be defective, Key Tracer will deliver replacement hardware to Customer per the delivery times as specified in the Service Descriptions. Specified delivery times are expected transit times assuming the replacement order is received prior to the depot cut-off time. Actual transportation time may be affected by customs clearance and other factors beyond the control of Key Tracer. Product returned by Customer as part of an advanced exchange shall be a genuine Key Tracer Product and subject to verification by Key Tracer. Replacement Parts, when applicable, and deemed necessary by Key Tracer Support Center, will be



provided through an advanced part exchange. The Customer will return the failed Product or part pursuant to a Return Material Authorization ("RMA") per instructions provided with receipt of the advance replacement Product. RMA Returns. If Customer fails to return the allegedly defective Key Tracer Product or part to Key Tracer within thirty (30) days of receipt of such replacement, or if the returned Product is not genuine, or if the allegedly defective part is received by Key Tracer with obvious shipping damage, Key Tracer may charge Customer the then-current Manufacturer's Suggested Retail Price for the replacement, net 30 terms. In addition, all subsequent support under the agreement will be suspended without offset or credit until the return issue is resolved to Key Tracer's satisfaction. No product may be returned without a valid RMA, and the RMA number must appear on the outside of the shipping container. Key Tracer may refuse delivery and return the materials to sender, at the sender's cost, if any product or component is returned without an RMA number. Customer will be responsible for proper packaging of the returned Product and shall be responsible for damage arising from improper packaging. Customer is responsible to ensure that product or part returned to Key Tracer is complete and has no missing components. Key Tracer reserves the right to request proof of delivery from Customer for all part returns.

24.4 Shipping Costs. Key Tracer will pay shipping costs via ground service for the advanced hardware replacement and the return of defective unit(s), subject to provisions in Section 23.3 Hardware Replacement.

24.5 Packaging. The Customer is responsible to put the defective Product in the packaging that accompanied the advance exchange unit(s) and apply the return shipping label(s) per instructions received with the same.

24.6 Firmware/Driver Updates. Key Tracer will provide electronic access to patches and maintenance releases correcting driver and firmware errors, when and if available, for Customers with an active Agreement.



This agreement is made this _____ day of _____, 2017 by and between Key Tracer Systems, Incorporated (*hereinafter "Key Tracer"*) and City of Columbus (*hereinafter "Buyer"*).

Key Tracer shall provide Buyer with Maintenance on all items (*hereinafter "Products"*) listed in Appendix A, attached hereto, for a price quoted in Appendix A.

IN WITNESS WHEREOF, KEY TRACER and BUYER have caused this Agreement to be executed by their duly authorized representatives.

CTS/Key Tracer:

By: _____

Print Name: Michael French

Title: CEO

Date: _____

Buyer Accept:

By: _____

Print Name: _____

Title: _____

Date: _____



Pricing

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City of Columbus

Appendix A

Key Tracer agrees to provide remote assistance and support via phone or email, in addition to any parts

Replacement as per our depot warranty agreement at the rates listed below.

Key Quantity	System Description	Warranty Expiration Date	Renewal Period	Cost Annually
16	1 Key System(s) with 1 terminal(s)	March 9,2018	4 Month	\$400
32	1 Key System(s) with 1 terminal(s)	March 9,2018	4 Month	\$400
64	1 Key System(s) with 1 terminal(s)	March 9,2018	4 Month	\$440
32	1 Key System(s) with 1 terminal(s)	August 3,2019	Initial warranty	\$0
32	Key Extension	May 10,2019	Initial Warranty	\$0
176				\$1,240

Key Tracer agrees to provide remote assistance and support via phone or email, in addition to any parts replacement as per our depot warranty agreement at the rates listed below.

Please Note: **All Systems in your extended warranty will expire August 16, 2018**

Appendix B

Support Contact Policies

HOURS & AFTER HOURS SUPPORT:

Agreement hours: Monday to Friday 8:00AM to 4:30PM (PST) Excluding Canadian Statutory Holidays.

After hours support: \$189.00 per hour USD/CAD

Please call 1-800-331-2882 or email support@KeyTracer.com to place a call for support of existing systems.

Response time: Key Tracer will provide a sixty (60) minute telephone response time when a call or email is placed during business hours to the support number and/or email provided. If Buyer calls any other number or emails and other person directly, Key Tracer cannot guarantee any response time.

Key Tracer reserves the right to revise the support policy with 30 days written notice.