



# Quotation

## GTechna US Corporation

2429 Military Rd., suite 3, Niagara Falls, NY 14304, USA  
Tel: 866-483-2462  
Fax: 1 877-868-5334

QUO-0511-C6BA4D1A-6

### Bill To:

City of Hallandale Beach  
400 South Federal Highway  
HOLLANDALE, FL 33009  
USA

### Ship To:

City of Hallandale Beach  
Harvey Figueroa  
400 South Federal Highway  
HOLLANDALE, FL 33009  
USA

**Quotation No.:** QUO-0511-C6BA4D1A-6  
**Quotation Date:** 2022-12-13  
**Expiration Date:** 2023-02-28  
**Sales Manager:** James Olivieri

**Customer:** 319817 - City of Hallandale Beach  
**Contact:** Harvey Figueroa  
**Phone:** (954) 457-1489  
**Customer Email:** hfigueroa@hallandalebeachfl.gov

### Project Summary:

**Procurement via Sourcwell City of Hollandale Member ID# 65491 Gtechna Vendor ID #080321-GTE**  
Gtechna proposes to provide the following parking enforcement and processing modules on a fully integrated & fully hosted and secure Environment. The solution comprises of a pay-by-plate enforcement and ticket processing solution with a customer self-serve payment portal. The system will interface using the Parking Right database with Pay by Phone validation in real-time. Gtechna will provide wireless Bluetooth printers and accessories (all-weather Polythermal ticket media). Integration with VIGILANT LPR to Gtechna enforcement platform via Handheld Dashboard - plate and parking validation. Gtechna to provide Online Digital RPP Permit management portal for the city of Hallandale Beach, FL. Permits by license plate; Six different zones Residential Pass (residents only) Residential Pass at a discounted rate (Disabled, Seniors, Veterans) expanding the monthly program to include: Workforce parking (local business employees) Labor parking (construction/development labor force) Caregiver's parking (in-home, hospice, adult daycare, nursing homes, assisted living)  
All Revenue goes to the city. GTECHNA will invoices the city for the convenience fee (paid by the consumer) on a monthly basis for both tickets paid online as well as permit transactions.  
Gtechna to provide the City of Hollandale with an off-street software enforcement solution (Plate Sentry) to monitor lot entry and exits ( South City Beach Parking Lot) Plate Sentry Software integrated with Fixed LPR Cameras on the entry and exit. The system will be interfaced with Parking rights for Pay by Phone (pay by plate) to validate parking real-time time. Ticket reviewer module is required for the ticket by mail review process at a transaction fee of \$0.75 per approved ticket for mailing. FLDMV interface included. Reporting, occupancy count included in Plate sentry back office.  
**Not Included**  
- The city will be responsible for acquiring Android based Smartphones with a wireless data plan  
- All fixed LPR hardware is the responsibility of the city, gtechna recommends standard off-the-shelf components so all things tied to that such as installation, civil engineering, and purchasing are the responsibility of the city  
- Secondary collection services - The city of Hallandale will contract separately with a collections service provider whereby Gtechna will interface to the selected firm via Batch export of delinquent tickets data export. updating payment records in the command center will be done by Halladale staff

**Topic :** Hallandale Integrated Parking Enforcement & Processing

Item	Description	Qty.	Sales Price	Amount
<b>SUBSCRIPTION</b>				
111514	<b>HANDHELD - GOOGLE GEOCODING API (ANNUAL)</b> gAddress - Enables the HH Selectable Map features in Google Find the address by tapping on the map + Block Detection Pre-populate the fields The device must be connected to a Google account	1.00	\$ 760.00	\$ 760.00
113353	<b>OFFICER CC - TICKET LIFECYCLE PROCESSING - ANN. SUBSCRIPTION</b> -Ticket payment -Ticket profile -Ticket ageing - overdue notice letter/Ticket status -Letters can be edited by customer using Word -Manual paper ticket entry module -Court scheduling & disposition -Includes in-state DMV interface (if available - customer must facilitate communications)	1.00	\$ 11,181.00	\$ 11,181.00
114221	<b>OFFICER COMMAND CENTER (CC) - ECITATION PRODUCTION SERVER</b> Officer Command Center (CC) - eCitation Production Server (Annual Subscription)	1.00	\$ 3,500.00	\$ 3,500.00

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Item	Description	Qty.		Sales Price	Amount
<b>SUBSCRIPTION</b>					
114225	<b>OFFICER CC - PARKING RIGHTS SERVER (PR) (ANNUAL)</b> Officer CC - Parking Rights Server (PR) (Annual Subscription)	1.00		\$ 800.00	\$ 800.00
114226	<b>HANDHELD - OFFICER ECITATION (ANDROID) (ANNUAL SUBSCRIPTION)</b> Handheld - Officer eCitation (Android) (Annual Subscription)	4.00		\$ 350.00	\$ 1,400.00
114230	<b>HANDHELD - OFFICER LPR (ANNUAL SUBSCRIPTION)</b> Handheld - Officer LPR (Annual Subscription)	4.00		\$ 95.00	\$ 380.00
114234	<b>HH ENFORCEMENT DASHBOARD – ANN. SUBSCRIPTION</b> Shared Timings and Parking Rights With Handhelds (Annual Subscription)	1.00		\$ 1,846.00	\$ 1,846.00
114246	<b>INTERFACE - BATCH DATA (ANNUAL SUBSCRIPTION)</b> Interface - Batch Data (Annual Subscription) Integration to Hallandale Beach Secondary Collections Service provider - citation ticket data export.	1.00		\$ 1,101.00	\$ 1,101.00
114250	<b>INTERFACE - PARKING RIGHTS (ANNUAL SUBSCRIPTION)</b> Interface - Parking Rights (Annual Subscription) Interface with Pay by Phone Application Interface to Gtechna digital permits included	1.00		\$ 500.00	\$ 500.00
114251	<b>PLATESENTRY - ACCESS CONTROL SYSTEM (ANNUAL SUBSCRIPTION)</b> PlateSentry - Access Control System (Annual Subscription)	1.00		\$ 5,040.00	\$ 5,040.00
114252	<b>PLATESENTRY - LPR CAMERA LICENSES (ANNUAL SUBSCRIPTION)</b> PlateSentry - LPR Camera Licenses (Annual Subscription)	4.00		\$ 429.00	\$ 1,716.00
114279	<b>PERMIT MANAGEMENT SOFTWARE (ANNUAL SUBSCRIPTION)</b> Issuance and Management of Parking permits Customer Web Portal application and renewal Manage permit applications, renewals, invoicing, billing Views, reports, user access Hosting not included	1.00		\$ 3,315.00	\$ 3,315.00
114305	<b>SECONDARY OCR ON CLOUD (ANNUAL SUBSCRIPTION)</b> Secondary OCR/LPR process via the cloud Increases the LPR accuracy by 5-10% Max 500,000 corrections per year for a package	1.00		\$ 1,120.00	\$ 1,120.00
				<b>Total</b>	<b>\$ 32,659.00</b>

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Item	Description	Qty.		Sales Price	Amount
<b>TRANSACTIONAL</b>					
109994	<b>TICKET PAYMENT WEB-PORTAL</b>	0.00		\$ 2.00	\$ 0.00
	If City of Hallandale wished Gtechna to be the MOR and handle Credit Card processing fees, a 2.9% fee will be added to the ticket amount PCI compliant online payment system Ticket proof information Includes tow locator portal if tow module purchased Includes eTicket Viewer allowing citizens to lookup ticket and related images				
109995	<b>OUT OF STATE SEARCHES</b>	0.00		\$ 1.50	\$ 0.00
	Transaction cost per positive hit \$1.50 USD Listed State exception: AZ - \$5.75 USD /request Some states require the customer to fill out forms to access the DMV (delays might apply) Some states are not available (Hawaii, Utah, Pennsylvania) Canadian province available: QC at \$1.50 USD per positive hit Pricing subject to change				
112656	<b>DIGITAL PERMIT MGMT WEB-PORTAL CONVENIENCE FEE PER PERMIT</b>	0.00		\$ 2.00	\$ 0.00
	Secure resident portal and back-office access, automation of payments and permitting processes, deep integration with enforcement activities. Gtechna offers Payment facilitation services at an additional 2.9% credit card processing – deposit total permit value into city bank account – daily				
113562	<b>PRINT AND MAIL SERVICES - REGULAR MAIL</b>	0.00		\$ 1.00	\$ 0.00
	For one sided, one-page print, black and white printing on 8.5" x 11" stock paper, postage and envelope included Invoiced monthly (net 30 days) Changes in pricing will occur with any increases in postage from USPS or any increase in paper supply costs during the life of the contract				
114297	<b>OFFICER CC - AUTO-TICKET REVIEWER SAAS PER TICKET FEE</b>	0.00		\$ 0.75	\$ 0.00
	Enables the batch review of draft citations in the Command Center Includes the ticket batch generation module				
114308	<b>RENTAL CAR TICKET PAYMENT</b>	0.00		\$ 1.50	\$ 0.00
	Fee per transaction All Rental Car license plates are removed from the standard ticket processing method All payments for tickets given to a rental car are paid in full and deposited in city merchant account				
114308	<b>RENTAL CAR TICKET PAYMENT</b>	0.00		\$ 1.50	\$ 0.00
	Fee per transaction All Rental Car license plates are removed from the standard ticket processing method All payments for tickets given to a rental car are paid in full and deposited in city merchant account				
				<b>Total</b>	<b>\$ 0.00</b>

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Item	Description	Qty.		Sales Price	Amount
<b>HOSTING</b>					
111527	<b>BRONZE CLOUD HOSTING PACKAGE: YEARLY</b>	1.00		\$ 2,500.00	\$ 2,500.00
	DIGITAL PERMIT MANAGEMENT PORTAL HOSTING "Managed private cloud hosted infrastructure Linux, Tomcat, Java, PostgreSQL, SSL & DNS, Security 24/7 Monitoring Application & Infrastructure Application server (1): 2 CPU, 4GB RAM, 10GB Database server: 2 CPU, 2GB RAM, 30GB Multi-location Elastic Storage - 75GB  Data Retention Policy : 5 years (System will keep tickets and related data up to 5 years, older data will be purged). For more details please refer to the gtechna retention policy online.  Back-up policy: Included daily back-up upto 15 days and monthly back up to 6 months Permanent archiving service is not included SMTP & SFTP services are not included"				
113460	<b>STARTER CLOUD HOSTING PACKAGE: YEARLY</b>	1.00		\$ 990.00	\$ 990.00
	Managed private cloud hosted infrastructure Linux, Tomcat, Java, PostgreSQL, SSL & DNS, Security 24/7 Monitoring Application & Infrastructure Application server (1) : 2 CPU, 2GB RAM, 10GB Database server: 2 CPU, 2GB RAM, 20GB Multi-location Elastic Storage - Max 50GB (additional storage will be charged)  Data Retention Policy : 3 years (System will keep tickets and related data up to 3 years, older data will be purged). More details please refer to the gtechna retention policy online.  Back-up policy: Included daily back-up upto 15 days and monthly back up to 6 months  Permanent archiving service is not included  SMTP & SFTP services are not included UPGRADE HOSTING SERVICES TO SUPPORT PLATE SENTRY SOFTWARE ON EXISTING ENVIRONMENT				
113461	<b>BRONZE PLUS CLOUD HOSTING PACKAGE: YEARLY</b>	1.00		\$ 3,950.00	\$ 3,950.00
	"Managed private cloud hosted infrastructure Linux, Tomcat, Java, PostgreSQL, SSL & DNS, Security 24/7 Monitoring Application & Infrastructure Multi-location Redundant Application server Application server (1): 2 CPU, 4GB RAM, 10GB Application server (2): 2 CPU, 2GB RAM, 10GB Database server: 2 CPU, 2GB RAM, 50GB Multi-location Elastic Storage - 100GB Recommended for ticket issuance, up to 20 agents with or without ticket processing, with or without vehicle LPR"				
				<b>Total</b>	<b>\$ 7,440.00</b>
<b>CONSUMABLES</b>					
109945	<b>TICKET MEDIA</b>	100.00		\$ 13.50	\$ 1,350.00

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Item	Description	Qty.		Sales Price	Amount
<b>CONSUMABLES</b>					
109946	PLATE FOR TICKETS	2.00		\$ 150.00	\$ 300.00
				Total	\$ 1,650.00
<b>HARDWARE</b>					
113412	SEIKO (MP-B30) - SOFT CASE WITH SHOULDER STRAP	4.00		\$ 63.00	\$ 252.00
113413	SEIKO (MP-A40) - SPARE BATTERY	4.00		\$ 99.00	\$ 396.00
113418	SEIKO (MP-B30 & MP-A40) - QUAD BATTERY CHARGER	1.00		\$ 173.25	\$ 173.25
113423	SEIKO (MP-B30 / MP-A40) - CAR CHARGER	3.00		\$ 44.55	\$ 133.65
114585	SEIKO 3 INCH THERMAL PRINTER BT, BELT CLIP, 1 YEAR WARRANTY	4.00		\$ 306.00	\$ 1,224.00
				Total	\$ 2,178.90
<b>HARDWARE YEARLY WARRANTY</b>					
114892	SEIKO PRINTERS -MP-B30 & MP-A40 (1 YR RENEWAL) Seiko Printers : MP-B30 & MP-A40 (1 YR Renewal)	0.00		\$ 0.00	\$ 0.00
				Total	\$ 0.00
<b>PROFESSIONAL SERVICES</b>					
100-GES.PR	PROJECT MANAGEMENT	1.00		\$ 4,575.00	\$ 4,575.00
400-INS.TE	TECHNICAL INSTALLATION	1.00		\$ 21,100.00	\$ 21,100.00
502-FORMA.	TRAINING/IMPLEMENTATION	1.00		\$ 4,135.00	\$ 4,135.00
				Total	\$ 29,810.00

<b>TOTAL FOR EACH CATEGORY</b>	
Subscription	\$ 32,659.00
Transactional	\$ 0.00
Hosting	\$ 7,440.00
Consumables	\$ 1,650.00
Hardware	\$ 2,178.90
Hardware Yearly Warranty	\$ 0.00
Professional Services	\$ 29,810.00

<b>Subtotal</b>	<b>\$ 73,737.90</b>
<b>Taxes</b>	<b>\$ 0.00</b>
<b>US Dollar Total</b>	<b>\$ 73,737.90</b>

Yearly pre-tax cost breakdown	1st Year	2nd Year	3rd Year	4th Year	5th Year	Total
Subscriptions	\$ 32,659.00	\$ 33,475.48	\$ 34,312.39	\$ 35,170.48	\$ 36,049.98	\$ 171,667.33
Hosting	\$ 7,440.00	\$ 7,812.00	\$ 8,202.60	\$ 8,612.72	\$ 9,043.38	\$ 41,110.70
Consumables	\$ 1,650.00	\$ 1,732.50	\$ 1,819.13	\$ 1,910.08	\$ 2,005.59	\$ 9,117.29
Hardware	\$ 2,178.90					\$ 2,178.90
Hardware Yearly Warranty	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Professional Services	\$ 29,810.00					\$ 29,810.00
<b>Total</b>	<b>\$ 73,737.90</b>	<b>\$ 43,019.98</b>	<b>\$ 44,334.12</b>	<b>\$ 45,693.28</b>	<b>\$ 47,098.95</b>	<b>\$ 253,884.23</b>

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**IN WITNESS WHEREOF** the Parties have executed this Agreement effective as of the Effective Date (the date of the last signature). **Please sign and return via email.**

Date : \_\_\_\_\_

Name in Block Letters : \_\_\_\_\_

Customer's Signature : \_\_\_\_\_

Title : \_\_\_\_\_

\* I agree with this price quotation.

\* Gtechna reserves the right to amend pricing upon review of final project specifications.

**PAYMENT TERMS:**

- Net 30 - Full payment is due within 30 days of receipt of any invoice. Interest accrued at 1.5% per month thereafter.

**MILESTONE PAYMENTS**

- Hosting Services: 100% of annual price due at server activation (during project implementation);
- Hardware: 100% of price due upon delivery;
- Year 1 Maintenance: 100% of Year 1 Maintenance Fee due upon System Ready for Production;
- Subscription Software: 100% of Subscription Fee due upon System Ready for Production;
- Transaction Fees: 100% of Monthly Transaction Fees – Invoiced monthly at the end of each month.

**MILESTONE PAYMENTS – SOFTWARE AND SERVICES \$10,000 and UNDER:**

- Contract Signature: 100% of Software and Services

**MILESTONE PAYMENTS – SOFTWARE AND SERVICES - OVER \$10,000:**

- Contract Signature: 30% of Software and Services;
- System ready for tests: 40% of Software and Services - system deployed and configured, remote training completed;
- System ready for production: 20% of Software and Services;
- Full acceptance of system: 10% remainder of Software and Services.

**MAINTENANCE AND WARRANTY NOTES:**

- Multi-year Extended warranty for hardware to be purchased up front as a fixed one-time fee and not an annual recurring fee;
- Annual Maintenance and Hosting fees to be invoiced annually 90 days in advance of the renewal date;
- 100% of the Annual Maintenance and Annual Hosting fees are due and payable by the beginning of the service period;
- Maintenance and Hosting fees will increase by 5% per annum and shall automatically renew each year. This begins on year 2;
- Maintenance and Hosting fees can be prorated to match Client's fiscal period.
- Hardware: The supplied material must be inspected and tested for defects within 30 days of delivery. Returns will not be accepted after 30 days.

General Contractual Provisions

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### Definitions:

"Gtechna" means the entity GTECHNA USA CORPORATION.

"Client" means the Client Name in the "Bill To" address on page 1.

### Scope of Provisions

Notwithstanding any provision to the contrary in the document to which this schedule is appended or any other applicable document including any definitive agreement among the parties in connection with the relevant project, the general provisions set out herein shall take precedence over any such other provisions to the extent of any inconsistency.

The general provisions set out herein (i) are not restrictive and may be supplemented (but not refuted except as provided herein) by any other provisions upon which the parties may mutually agree from time to time; (ii) may not be refuted or amended except with the prior written mutual consent of the parties, which consent shall specifically refer to the refuted or amended provisions hereof to be enforceable against Gtechna. Any purchase order or other document issued unilaterally by Client shall be for Client's internal administrative purposes only and none of its terms or conditions may take precedence over the Terms herein.

### License Grants

Subject to the terms and conditions of this Schedule and the applicable fees, and payment in full, subject to the milestone payments as agreed in an applicable fee schedule of all applicable fees, Gtechna grants Client and its users a perpetual, non-exclusive and non-transferable right and license to (i) install, access and use the Software on the equipment on Client's premises or, if the Software is hosted by Gtechna on behalf of Client, to access and use the Software and (ii) use any documentation, solely in connection with Client's business and operations.

The license granted hereunder shall include the right for Client (i) to make a reasonable number of archival (i.e., not active) copies of the Software in machine-executable form as reasonably required for back-up and disaster recovery purposes (and for the disaster recovery service/system); and (ii) to make a reasonable number of copies of the documentation for internal business use. Client's archival copy of the Software may be hosted by a disaster recovery contractor to use in the event of inability to use the Software caused by a force majeure event, and for the purpose of testing disaster recovery procedures; provided that such Software copy contains all of Gtechna's copyright or other proprietary rights notices as indicated on the Software

Subscription Software if applicable will be licensed for the specified term ("Subscription Term") as defined and to be used only during the Subscription Term. The Subscription software includes software support and maintenance for the duration of the Subscription Term.

The rights granted under this Schedule shall also cover all Upgrades and Updates subject to the payment by Client of all corresponding maintenance Fees, provided that all Updates shall be without additional charge to Client and that notwithstanding any Upgrades, Gtechna shall continue to support the version of the Software provided to Client as of the start of this Schedule through the Term of this Schedule.

### Professional Services

Gtechna shall provide professional services to Client, which shall consist, among other things, of Software installation and integration, development of specific interfaces, training, Hardware replacement, all as set out in separate Scope of Works (collectively, the "Professional Services").

Client acknowledges and agrees that (A) there are inherent uncertainties associated with the type of Professional Services provided by Gtechna and Client system's environment, and (B) Gtechna's performance of the Professional Services is dependent on (i) the assumptions, if any, made by Gtechna in the applicable Scope of Work, and (ii) Client's and Gtechna's timely and effective satisfaction of all Client requirements. Client also acknowledges and agrees that Gtechna shall not be responsible for any delay in the performance of the Professional Services due to a force majeure event. Gtechna also acknowledges and agrees that Client shall not be responsible for any delay of its deliverables due to a force majeure event.

### Ownership of Deliverables

Unless otherwise agreed in writing between the Parties, all rights, title, and interest in and to the Deliverables and work products (including, without limitation software code; not including Hardware devices purchased by Client from Gtechna) provided by Gtechna under this Agreement, including any Scope of Work (collectively, the "Deliverables"), and all related Intellectual Property Rights, shall remain Gtechna's sole property. Gtechna shall retain the Intellectual Property Rights for the specifications, reports, notes, and documentation, however, the documentation provided to Client as part of this Agreement will become Client's property

### Fees and Invoicing

Fees - In consideration of the Deliverables provided under this Agreement, Client shall pay the fees set out in this quotation, and related Purchase Order(s) (collectively, the "Fees"). Gtechna shall invoice Client for any applicable sales, in relation to this quotation and/or a subsequent related Purchase Order(s). Client agrees to pay Gtechna the Fees and pre-approved disbursements relating thereto, as the case may be, as well as all taxes applicable thereto within 30 days of receipt of Gtechna detailed invoices. Interest at the lesser of 12.68% per annum (1% per month) or the highest amount allowed by law will be charged and paid by Client on all past due amounts. In the event of any good faith dispute regarding a portion of an invoice, the undisputed portion shall be paid as provided herein. Upon judgment or other resolution of the disputed portion, any amounts owed to Gtechna shall be paid with interest at the rate above, which shall accrue from the date these amounts were originally due.

### Limited Warranty

Gtechna warrants that final version software deliverables which constitute original content, will conform to relevant specifications for a period of 30 days from delivery. Gtechna will correct any non-conforming deliverable brought to Gtechna attention in writing within 30 days of its delivery to Client. The foregoing warranty shall not apply to defaults resulting from any act or omission of Client or third parties.

Client may place orders for Hardware via execution of this agreement or via subsequent Purchase Order(s), subject to the availability of such Hardware. Any such Hardware is subject to a standard manufacturer warranty as of the Hardware delivery date or in the case of future replacement or expansion, the delivery date (manufacturer warranty), unless Client purchases an (optional) extended warranty. Gtechna warrants to Client the same Hardware warranty terms or extended warranty terms as the Hardware manufacturer where a Hardware warranty or extended warranty is in effect [purchased by Client from Gtechna] or if there is no such warranty, then a standard limited manufacturer warranty. Gtechna is responsible to ensure that the Hardware is working upon delivery and is responsible for repairs or replacements of Hardware for any damage during delivery.

### Indemnity and Limitation of Liability

Gtechna shall indemnify, and hold harmless Client from and against any claims, actions, suits, demands, fines, losses, damages, and all other liabilities brought against or incurred by Client arising out of the infringement of Intellectual Property Rights. Gtechna shall not be liable and assumes no



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responsibility for any loss or damages arising from or in connection with (i) the modification or alteration in any manner by Client of any part of the Software; (ii) the use of any third party software, services or products not developed or provided by Gtechna; or (iii) failure of Client to meet its obligation hereunder to provide in a timely manner any information, access or assistance to Gtechna as required hereunder or as Gtechna requests in order to meet its obligations

THE TOTAL LIABILITY OF GTECHNA FOR CLAIMS BROUGHT AGAINST GTECHNA DIRECTLY BY CUSTOMER UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR UNDER ANY OTHER LEGAL THEORY, SHALL BE LIMITED TO THE FEES PAID BY CLIENT TO GTECHNA FOR PRODUCTS AND/OR SERVICES DURING THE CURRENT 12-MONTH PERIOD FROM WHICH THE EVENT AND LIABILITY ARISES.

### Obligation of Confidentiality

The Party ("Recipient") receiving from the other Party (the "Discloser") obtaining any Confidential Information of Discloser agrees to treat the Confidential Information as confidential to and as the property of Discloser (or of Discloser's licensors or other applicable third parties) and to use the same degree of care which it uses with respect to its own information of like nature (which, in any case, will not be less than a reasonable standard of care) to prevent disclosure of the Confidential Information. Recipient shall not disclose, allow access to, transmit or transfer Discloser's Confidential Information to a third party without Discloser's prior written consent; provided, however, that Recipient may disclose Confidential Information to those of its Affiliates, employees, consultants and subcontractors (including, without limitation, its legal counsel and advisors) who have a need to know the Confidential Information for the purpose of this Agreement, provided such parties are bound by an obligation to treat Confidential Information in a manner no less stringent than required by this Agreement.

Recipient will use the Confidential Information only for the purposes contemplated or intended under this Agreement or of performing its obligations hereunder. For greater certainty, except as contemplated or intended under this Agreement, Recipient shall not (i) use any of the Confidential Information to compete, directly or indirectly, against Discloser's business, products or services; (ii) use Discloser's Confidential Information in any manner which might be detrimental to Discloser; or (iii) allow any third party to do any of the foregoing.

### Termination and Effect of Termination

Gtechna or Client may suspend or terminate the Professional Services and/or the Maintenance Services, as applicable if Client or Gtechna fails to perform any of its obligations (including its payment obligations) under this Agreement or the related Cost Schedule(s) or Scope of Work(s), and such failure is not remedied within 30 days from written notice thereof having been given to Client or Gtechna. Suspension or termination shall not relieve Client of its obligation to pay its outstanding invoices

Upon expiry or termination of this Agreement or a Purchase Order: (i) Gtechna will cease providing Professional Services and Maintenance Services to Client that relate to the terminated Purchase Order(s) and/or Scope of Work(s), as applicable; (ii) Gtechna shall be entitled to the payment of any Fees accrued as of the date of termination of the terminated Purchase Order(s) and/or Scope of Work(s), as applicable; (iii) Gtechna will, at no cost to Client, securely transfer all Client Data to Client all as further specified in the technical specifications to be mutually determined by the Parties.

### Insurance

Each party will determine the types and amounts of insurance coverage it deems is required in connection with the performance of its obligations pursuant to their agreement. Neither party is required to obtain insurance for the benefit of the other party, and each party shall pay all costs and receive all benefits under policies arranged by it. Each party waives rights of subrogation it may otherwise have regarding the other party's insurance policies, including but not limited to property insurance, business interruption insurance, and other first-party insurance.