

RESOLUTION NO. 2010-1985

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING THE ENTERPRISE MANAGEMENT SYSTEM (EMS) CUSTOMER AGREEMENT; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE TOWN MANAGER TO EXPEND PARKING FUND PROCEEDS; AUTHORIZING THE TOWN MAYOR TO EXECUTE THE AGREEMENT AND AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 13, 2010, the Town of Surfside (the "Town") passed Resolution 10-1946 authorizing an agreement with Harrington Resources Inc., d/b/a Parker Systems for the purchase, delivery and installation of 23 "Luke" Parking Pay Stations; and

WHEREAS, after installation of the Parking Pay Stations, a service agreement is required upon the commencement of the first transaction (through Enterprise Management System ("EMS")) between Digital Payment Technologies Corp. (DPT) and the Town to provide installation, operation and administrative support for the Pay Stations including, but not limited to on-line real time credit card processing, real time monitoring and alarm messaging, and reporting modules, of a monthly fee of seventy-five dollars \$75.00 per machine for twelve months; and

WHEREAS, it is in the best interest of the Town to approve the Enterprise Management System ("EMS") Customer Agreement in substantially the same form as the attached EMS Agreement.

NOW, THERE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Approval of Agreement. The Agreement between Enterprise Management System through Digital Payment Technologies Corp. and the Town of Surfside (Attached as Exhibit "A") is hereby approved.

Section 3. Authorization of Town Officials. The Town Manager and/or his designee and the Town Attorney are authorized to take all actions necessary to implement the terms and conditions of the Agreement.

Section 4. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Town Manager pursuant to the Town's Purchasing Procedures Ordinance, the Town Manager is authorized to expend Municipal Parking funds to implement the terms and conditions of the Agreement.

Section 5. Execution of Agreement. The Town Mayor is authorized to execute the Agreement on behalf of the Town, to execute any required agreements and/or documents to implement the terms and conditions of the Agreement and to execute any extensions and/or amendments to the Agreement, subject to the approval as to form and legality by the Town Attorney.

Section 6. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 9th day of ~~November~~ 2010.

Motion by Commissioner Karukin, second by Commissioner Olchyk.

FINAL VOTE ON ADOPTION

Commissioner Michael Karukin
Commissioner Edward Kopelman
Commissioner Marta Olchyk
Vice Mayor Joseph Graubart
Mayor Daniel Dietch

Yes
Abst
Yes
Yes
Yes

Daniel Dietch
Daniel Dietch, Mayor

ATTEST:
Debra E. Eastman
Debra E. Eastman, MMC
Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE TOWN OF SURFSIDE ONLY:

Lynn M. Dannheisser
Lynn M. Dannheisser
Town Attorney

EXHIBIT "A"

ENTERPRISE MANAGEMENT SYSTEM ("EMS") CUSTOMER AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made upon the commencement of the first transaction through EMS (the "Effective Date"), between Digital Payment Technologies Corp. ("DPT"), a company organized under the laws of Canada with a business address of 330-4260 Still Creek Dr, Burnaby BC V5C 6C6, and Town of Surfside (the "Customer"), with a business address 9293 Harding Ave Surfside FL 33154 USA All references herein to this "Agreement" include all of the Appendices to this Agreement.

WHEREAS:

1. DPT provides installation, operations, administration and support for the Customer's EMS Units from DPT's central facility (the "Services"); and
2. The Customer desires to obtain the Services provided by DPT, in accordance with the terms and conditions as set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual terms and conditions contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. DPT SERVICES

This Agreement contains the following appendices:

Appendix A	EMS Services Quotation
Appendix B	Services
Appendix C	Ownership of Software Licenses
Appendix D	Software and Technical Support - Terms and Conditions
Appendix E	Contacts and List of Authorized Personnel

2. CUSTOMER'S RESPONSIBILITIES

- (1) In connection with the Services to be provided by DPT hereunder, the Customer agrees to provide the following:
 - (a) necessary cooperation to access the Customer's networks, servers, facilities and personnel as required for DPT to provide the Services;
 - (b) necessary application licenses for all of the Customer's software (including third party software) that is to be hosted and managed by DPT; and
 - (c) installation and delivery at the Customer site to be completed in accordance with this Agreement.

- (2) Prior to installation, the Customer is responsible for:
 - (a) installation of 110 volt grounded power supply to each of the PCs, workstations, terminals, routers, hubs and modems
 - (b) Standard wiring (minimum), including connection points for the computer equipment;
- (3) **Authorization and Security Issues.** The person(s) authorized by the Customer to order new Services, change existing Services or terminate Services on behalf of the Customer (and the Customer's employees and affiliates) is (are) designated on Appendix E. The designated person(s) may delegate the authority to order new services, change existing services, or terminate the Services to other individuals within the Customer's organization. The Customer shall notify DPT immediately in writing of any such changes. For purposes of this Agreement, notification by facsimile shall be considered as written notification of delegation of authority followed by original via mail.
- (4) The Customer will assign and maintain security levels for the different locations and entities within the Customer's organization. Implementation of such security levels shall be done by the Customer.
- (5) The Customer will establish non-disclosure and security agreements with its employees. DPT shall have no liability for any breaches of such agreements by the Customer or its employees.

3. FEES AND PAYMENT TERMS

- (1) DPT estimates the time-frame for the installation and system start-up at the EMS data center to be approximately five days.
- (2) Fees payable by the Customer will be based on the number of DPT EMS Units purchased by the Customer connected to the EMS, and will be calculated in accordance with Appendix A attached hereto. For purposes of this Agreement, an "EMS Unit" shall mean one (1) payment station connected to the EMS. The Customer agrees that it will pay for the minimum number of EMS Units as designated in Appendix A.

4. TIMELY PERFORMANCE AND COOPERATION

DPT shall use all reasonable efforts to perform the Services in a timely manner, and the Customer shall use all reasonable efforts to cooperate with DPT and fulfill its responsibilities as stated elsewhere in this Agreement in connection with the provision of such Services.

5. APPLICATION AVAILABILITY

- (1) Application availability is defined as application delivery to the router on the Customer's premises outside of scheduled maintenance upgrades for which clients are notified of in advance. DPT is not responsible for any outage at the Customer premise including internal network ("LAN"), local

Infrastructure or facilities. The determination of down-time is based on the Customer notification to DPT's technical support center during working hours.

- (2) Application availability at the desktop excludes the Customer provided hardware and applies to only those applications that form part of DPT's Services profile listed in Appendix B.

6. REPRESENTATIONS AND WARRANTIES

- (1) The Customer represents and warrants to DPT that:

- (a) It has all corporate authority to enter into and perform its obligations under this Agreement;
- (b) It is expressly and exclusively responsible for managing its own business;

- (2) DPT represents and warrants to the Customer that:

- (a) DPT has all corporate authority to enter into and perform its obligations under this Agreement;
- (b) For the systems and software being licensed to the Customer, excluding the Customer owned/leased software, DPT owns the rights to its systems and either owns or is licensed to use, and during the term of this Agreement will continue to own or be licensed to use, in the manner contemplated by this Agreement, any software used in the provision of the Services to the Customer. DPT hereby agrees to indemnify and hold the Customer harmless from any and all claims, lawsuits, liabilities, expenses, costs, damages and fees arising from or in connection with DPT's violation of this warranty. Furthermore, and without limiting the rights of the Customer under Section 9, if DPT is in violation of this warranty, DPT will, prior to the termination of this Agreement and pursuant to Section 9, either procure the right to use the system or any other software used in the provision of Services to the Customer, or will develop an alternative approach that does not violate the rights of the other party while providing the Customer with similar Services.
- (c) DPT guarantees that it will initiate efforts to resolve System problems in accordance with DPT's standard warranty agreement.

7. CONFIDENTIALITY

- (1) Subject to any contrary requirement of law and the right of each party to enforce its rights hereunder in any legal action, each party shall keep strictly confidential, and shall cause and require its employees, agents and consultants to keep strictly confidential, any and all information which it or any of its employees or agents may acquire pursuant to, or in the course of performing its obligations under, any provision of this Agreement; provided, however, that such obligation to maintain confidentiality shall not apply to information which at the time of disclosure was in the public domain not as a result of acts by the receiving party. Each party acknowledges that the unauthorized disclosure or use of confidential information or the other party would cause irreparable harm and significant injury to the non-disclosing party that may be difficult to

compensate. Accordingly, each party hereto agrees that the non-disclosing party shall have the right to seek and obtain temporary and permanent injunctive relief in addition to any other rights and remedies it may have. For purposes hereof, the obligation of confidentiality shall not apply to information that is;

- (a) In the public domain at the time of disclosure;
 - (b) Has been lawfully obtained by the disclosing party from a third party under no obligation of confidentiality; or
 - (c) Is required to be disclosed pursuant to a duly authorized subpoena, court order, or government authority, or under the *Freedom of Information Act*, whereupon the non-disclosing party shall provide prompt written notice to the disclosing party prior to such disclosure, so that the disclosing party may seek a protective order or other remedy.
 - (d) Notwithstanding the foregoing, DPT recognizes that Customer is subject to Florida Statutes Chapter 119, The Public Records Law and Florida Statutes Chapter 286, Florida Government-in-the-Sunshine Law ("Sunshine Laws") and to the extent of any conflict between this Section 7 and the Sunshine Laws, Customer shall abide by the Sunshine Laws.
- (2) In the event a protective order is inappropriate or another remedy is not obtained, the non-disclosing party agrees to disclose only that portion of the Confidential Information which is required. Confidential information provided by DPT to the Customer shall specifically include, but not be limited to, all application technology, software and all related manuals, documentation, memoranda, report formats proposals and contracts and any other information provided by DPT in any form. Notwithstanding any other provision of this Agreement, each party hereto agrees to indemnify the other party for all costs and damages of any kind whatsoever, including, without limitation, lawyers' fees and expenses, incurred by such other party as a result of any breach of confidentiality by the indemnifying party of its obligations under this Section 7.
- (3) DPT warrants that all information stored regarding the operation of the Customer's EMS Units will be fully protected and will at no time be accessible to any party other than those listed in Appendix E and appropriate staff of DPT.

8. SOFTWARE LICENSES, TITLE AND DOCUMENTATION

- (1) The application technology, software and related documentation used or developed by DPT, including any software or documentation developed by or on behalf of DPT at the request or suggestion of the Customer and any software and documentation provided to the Customer by DPT, and all copies thereof (collectively the "EMS Software"), excepting the Software Products (defined below), are proprietary to DPT and title thereto remains in DPT. All applicable rights to patents, copyrights, know-how, trademarks and trade secrets for all such EMS Software are and shall remain in DPT.

- (2) The Customer hereby acknowledges that certain licensed software products and documentation therefore ("Software Products") have been or may, in the future, be licensed for use by the Customer or DPT from certain third parties (each a "Licensor" and collectively, the "Licensors") under the terms of license agreements of various dates (each a "License Agreement" and collectively, the "License Agreements"). The Customer acknowledges that the License Agreements contain and constitute valuable trade secrets and confidential information belonging to the Licensors and that all applicable rights in the patents, copyrights, trademarks and trade secrets in such software products are, and will remain the Licensors. The Customer's use of any such Software Products hereunder are subject to the terms and conditions of the applicable License Agreement for such Software Products, and DPT makes no additional representations or warranties regarding such Software Products.
- (3) Without limiting the generality of Section 7 hereof, the Customer hereby agrees:
- (a) to use its best efforts to keep confidential EMS Software and any Software Products licensed under the License Agreements, and to abide by and comply with the nondisclosure and confidentiality provisions of this Section 8 both with respect to EMS Software and also with respect to Software Products covered by the License Agreements,
 - (b) Not to use such licensed Software Products or EMS Software, except as contemplated by this Agreement.
- (4) The Customer and DPT are responsible for third party licenses as individually defined in Appendix C. Each party to this Agreement shall cover the cost of acquiring the necessary licenses according to this Agreement.
- (5) **Liabilities - Licenses.** The party responsible for the licensed Software product according to Appendix C shall cover liabilities occurring because of breach of license terms. This includes consequential damage.

9. TERM AND TERMINATION

- (1) DPT may terminate this Agreement upon the occurrence of one or more of the following events:
- (a) If the Customer fails to perform obligations hereunder or materially breaches any terms or condition of this Agreement. Customer will be notified in writing of alleged breach and/or failure to perform a condition of this Agreement and Customer will have 30 days upon receipt of notice to resolve the issues identified in writing.
 - (b) If the Customer becomes insolvent, enters into an assignment for the benefit of its creditors or commences bankruptcy proceedings, whether voluntary or involuntary;
 - (c) If the representations and warranties made by the Customer in this Agreement are not true and correct in all material respects.
 - (d) Upon 30 days written notice of cancellation to the Customer.

- (2) The Customer may terminate this Agreement upon the occurrence of one or more of the following events:
 - (a) If DPT fails to address and resolve application specific issues within 30 days after receipt of notice from the Customer;
 - (b) If DPT becomes insolvent, enters into an assignment for the benefit of its creditors or commences bankruptcy proceedings, whether voluntary or involuntary;
 - (c) Upon 30 days written notice of cancellation to DPT.
- (3) "Minimum Term" is defined to be one full calendar month from the Effective Date of this Agreement.
- (4) If this Agreement is terminated by DPT prior to the expiration of the Minimum Term for the reasons described in Section 9(1)(a) through (1)(c) above or the Customer for reasons other than as described in Section 9(2)(a) through (2)(b) above, the Customer agrees to be responsible for and pay DPT the fees pursuant to Section 3 hereof for the duration of the Minimum Term.
- (5) In the event of any termination of this Agreement, DPT shall be entitled to payment and the Customer shall be obligated to pay for any and all Services rendered by DPT under this Agreement prior to the date of such termination. Additionally, notwithstanding any termination of this Agreement, the provisions set forth in Sections 6, 7, 8, 10 and 18 of this Agreement shall survive such termination and remain in full force and effect.
- (6) Upon termination of this Agreement, the Customer may request DPT to return all of the Customer's data in a CSV file format for \$500.

10. LIMITATION OF LIABILITY

- (1) In no event shall either party be liable to the other for any loss or injuries to earnings, profits or goodwill, or for any consequential, exemplary, special, incidental or punitive damages of any person or entity (including damages for loss of business profits, business interruption, loss of business information, and the like) whether arising in contract, tort or otherwise, even if either party has been advised of the possibility of such damages. DPT shall not be liable for any claim arising from the use of software or data which has been modified by anyone other than DPT, its agents, assigns or subcontractors, or for any claim arising from the use of any software developed or modified by customer, its agents, assigns or subcontractors, or which has been provided to or acquired by customer under any license or otherwise from any third party.
- (2) DPT shall not be responsible for, expressly or impliedly, any contractual obligation or liability of any kind whatsoever of the Customer or the Customer's employees or agents. The Customer hereby agrees to indemnify and hold DPT harmless from any and all claims, losses, lawsuits, liabilities, expenses, costs, damages and fees (including attorney's fees) arising from the Customer or the Customer's employees' and/or agents' activities with respect to breaches of the

warranties hereunder, or any errors and omissions in using the Services provided hereunder in connection with the Customer's provision of services to any third party.

- (3) The limitations set forth in this section shall apply even if other remedies fail of their essential purpose.

11. INDEPENDENT CONTRACTOR STATUS

DPT shall perform all Services under this Agreement as an "independent contractor" and not as an agent of the Customer. Nothing herein shall be construed to create any legal partnership, joint venture, agency or any other relationship between DPT and the Customer. Neither DPT nor the Customer shall at any time have the power to bind the other party.

12. FORCE MAJEURE

Neither party shall be responsible for any delay or failure of performance resulting from any events or conditions not reasonably within the control of such party, which events or conditions prevent in whole or in part the performance by such party of its obligations hereunder or which renders the performance of such obligations so difficult or costly as to make performance commercially unreasonable. In such event, the party affected shall be excused from performance on a day-to-day basis to the extent of such interference, and the other party shall likewise be excused from the performance of its obligations on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with.

13. ACCESS SECURITY STANDARDS

The Customer agrees to impose upon its computer equipment security standards reasonably acceptable to DPT to protect the Services from any unauthorized access or possible unauthorized access.

14. PARTIAL INVALIDITY

The enforceability or invalidity of any provision of this Agreement shall not render any other provision hereof unenforceable or invalid.

15. THIRD PARTIES

Nothing in this Agreement is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors, and permitted assigns, nor is anything in this Agreement intended to relieve or discharge the obligation/liability of any third persons to any party to this Agreement, nor shall any provision in this Agreement give any third persons any right or subrogation or action over or against any party to this Agreement.

16. NOTICES

All communications and notices provided for herein shall be in writing and shall be deemed to have been given when delivered personally to the applicable party, or received by facsimile and followed by registered or certified mail with return receipt requested, postage prepaid, and addressed to the applicable signatory at the address appearing at the beginning of this Agreement (or at such other address as any party may hereafter designate by notice to the other).

17. ASSIGNMENT

The Customer may not assign or transfer its rights and obligations hereunder without the prior written consent of DPT.

18. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of DPT, the Customer and their respective successors and assigns.

19. ENTIRE AGREEMENT

This Agreement with its attached Appendices sets forth and constitutes the entire agreement and understanding between the parties as to the subject matter hereof and supersedes all prior discussions, agreements and understandings, whether written or oral, and neither of the parties shall be bound by any conditions, definitions, warranties, understandings or representations with respect to such subject matter other than as expressly provided herein.

20. AMENDMENT

This Agreement may be amended or modified only by a written instrument signed by DPT and the Customer.

21. SECTION HEADINGS

The section headings used herein are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

22. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed by the parties and transmitted by facsimile or other form of electronic transmission and if so executed and transmitted shall be for all purposes as effective as if the parties had delivered an executed original Agreement.

23. JURISDICTION

This Agreement, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida. Any dispute arising from this Agreement shall be settled by arbitration under the rules of the *American Arbitration Association*. The determination of the arbitrator(s) will be binding and the cost of arbitration will be apportioned between the parties as the arbitrator(s) deem appropriate.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement on the _____ day of _____, 20__ effective as of the Effective Date.

DIGITAL PAYMENT TECHNOLOGIES CORP.

By:

(Authorized Signatory - Signature)

Laura A. Colwill, CA
Chief Financial Officer

(Authorized Signatory - Printed Name & Title)

Date

TOWN OF SURFSIDE

By:

(Authorized Signatory - Signature)

(Authorized Signatory - Printed Name & Title)

Appendix "A" - Schedule of EMS Services

Below is a list of EMS Services to be provided per unit upon the Effective Date as set out in this Agreement and referenced in Sales Order # 26019:

Serial No.	CC Processing, Reporting, Monitoring & Alarming	Billing Date
SO# 26019		
300010360217	\$75/mo/unit	Effective Date
300010360218	\$75/mo/unit	Effective Date
300010360219	\$75/mo/unit	Effective Date
300010360220	\$75/mo/unit	Effective Date
300010360221	\$75/mo/unit	Effective Date
300010360222	\$75/mo/unit	Effective Date
300010360223	\$75/mo/unit	Effective Date
300010360224	\$75/mo/unit	Effective Date
300010360225	\$75/mo/unit	Effective Date
300010360226	\$75/mo/unit	Effective Date
300010360227	\$75/mo/unit	Effective Date
300010360228	\$75/mo/unit	Effective Date
300010360229	\$75/mo/unit	Effective Date
300010360230	\$75/mo/unit	Effective Date
300010360231	\$75/mo/unit	Effective Date
300010360232	\$75/mo/unit	Effective Date
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300010360234	\$75/mo/unit	Effective Date
300010360235	\$75/mo/unit	Effective Date
300010360236	\$75/mo/unit	Effective Date
300010360237	\$75/mo/unit	Effective Date
300010360238	\$75/mo/unit	Effective Date
300010360239	\$75/mo/unit	Effective Date

EMS services are billable, monthly in advance, upon the Effective Date of the EMS services on the pay stations, as defined in this Agreement.

EMS services are payable the last day of the month. Any amounts unpaid after 30 days are subject to interest at 18% per annum. The Customer hereby agrees to pay any interest incurred due to such late payment. Should there be any amounts remaining unpaid for greater than 60 days with regards to EMS services, the contractor has the right to terminate such services.

DATED: _____

TOWN OF SURFSIDE

By:

(Authorized Signatory - Signature)

(Authorized Signatory - Printed Name & Title)

Appendix "B" –Services Available

The following EMS services are available with the LUKE and SHELBY product lines as of the date of this agreement.

EMS Basic

Includes the ability to:

- Securely log into the system from anywhere using Internet Explorer 5.x and newer with 128 bit SSL encryption
- Create, delete and maintain user accounts
- Configure rates, messages and other parking station information then remotely distribute it to your pay stations
- Compile and retrieve valid / expired stall information for all pay stations using any pay station that is on the network
- Allow parkers to add time to their permit from any pay station on the network

Real-time Credit Card Processing

Includes the ability to:

- Approve or decline credit card payments at the paystation in real time
- Provide a bank generated authorization number printed on the permit at time of purchase
- Refund credit card transactions via the EMS web application

Real-Time Monitoring and Alarming

Includes the ability to:

- Use a web browser to retrieve the status of pay station resources such as door, printer, batteries, paper, cash receptacles, bill validator, and shock alarms
- Allow real time alarm notification to users via email or text message

Reporting

Includes the ability to:

- Use a supported web browser to view, print or export current totals of permit sales in real time
- View, print or export a copy of any Audit Report as soon as it is generated at the paystation
- Query, view, print or export transaction details by setting, region, pay station transaction purchase or expiry time
- View, print or export credit card processing details
- View, print or export coupon usage details

Coupons

Includes the ability to:

- **Specify the effective dates of coupon availability**
- **Specify the number of times a coupon may be used (including unlimited)**
- **Restrict access to rates based on a coupon number**
- **Specify a percentage discount based on a coupon number**
- **Specify a region, pay station or stall range for coupon validity**

Campus / Custom Card Processing

Includes the ability to:

- **Accept Campus Value Cards based on any of the following systems:**
 - **Blackboard**
 - **TotalCard**
 - **NuVision**
- **Accept custom coded mag-stripe cards with real-time authorization**

Pay By Cell Integration

Includes the ability to:

- **Enable parkers to purchase parking via a pay by cell provider and have the transaction information integrated into the pay station network**
- **Enable pay by cell transactions to be integrated into pay station enforcement reports**

Appendix "C" - Ownership of Software Licenses

Customer:

Microsoft Internet Explorer

Digital Payment Technologies Corp.:

JBoss

MySQL

JASPER Reports

Operating system (Redhat Enterprise Server, Solaris 10)

Appendix "D" - Software and Technical Support

Separate Agreement

User support - terms and condition

Basic application support:

Workdays 06:30 am – 5:00 pm PT

Included in basic service

Technical support:

Workdays 06:30 am - 5:00 pm PT

Included in basic service

1. *Support Services:*

- 1.1. DPT will provide technical support by telephone and email. DPT is to be contacted by telephone at its telephone number for support services or by email at helpdesk@digitalpaytech.com. If a DPT representative is not available to take the call at the time it is made, the call will be returned. DPT's regular support hours are 6:30am to 5:00pm Pacific Time Monday through Friday (exclusive of holidays). During non-business hours, weekends and holidays, DPT will provide an emergency response pager service. Notification will be provided to clients if these hours change.
- 1.2. DPT will use commercially reasonable efforts to respond to calls and reply to emails and to solve problems. The Customer will cooperate and work together with DPT to facilitate DPT's efforts to provide assistance and to meet the guidelines set forth in Appendix D or such other guidelines as DPT and the Customer may agree upon. However, DPT will not be in breach of its obligations under these Terms and Conditions or under the Standard One-year Limited Warranty or the Extended Telephone/Email Support Packages if it fails to meet the guidelines set forth in Appendix D or such other guidelines.

2. *Customer's Obligations:*

- 2.1. Each Customer who is a Licensee will provide notice in writing (including by email) to DPT setting forth the names of the Licensee's Support Contacts, each of whom will be properly trained in the use and support of the relevant Payment Station and Software. DPT is authorized and directed by the Licensee to deal with such Licensee's Support Contacts.
- 2.2. When calling for technical support, the Customer will provide a detailed description of the problem and a summary of the basic troubleshooting that has already been tried.
- 2.3. The Customer and if the Customer is a Licensee, the Licensee's End-user, will be responsible for proper maintenance of the relevant Payment Station in accordance with DPT's recommendations and requirements for the Payment Station and for keeping accurate and complete maintenance records for the Payment Station.
- 2.4. The Customer and if the Customer is a Licensee, the Licensee's End-user, will be responsible for ensuring that the Software is installed on a computer that meets or exceeds the minimum requirements outlined by DPT. The Customer acknowledges that upgrades to the Software and increases in the size of databases may require upgrades to the computer hardware. The Customer and if the Customer is a Licensee, the Licensee's End-user, will be responsible for any upgrades to the computer that may be required.
- 2.5. The Customer and if the Customer is a Licensee, the Licensee's End-user, will also be responsible for the proper operation and maintenance of the Software in accordance with DPT's recommendations and requirements, and for the proper operation and maintenance of the computer on which the Software is installed and the operating system and other software installed on such computer.

- 2.6. The Customer and If the Customer is a Licensee, the Licensee's End-user, will provide a high-speed Internet connection to enable DPT to perform remote diagnostics on the Software, if required.**
- 2.7. The Customer and If the Customer is a Licensee, the Licensee' End-user, will ensure DPT is provided with any licenses, software and equipment required for DPT to reproduce any problems for which the Customer is seeking DPT's assistance.**

Appendix "E" - Contacts and List of Authorized Personnel

The following person(s) are authorized by the Customer to order new Services, change existing Services or terminate Services on behalf of the Customer:

Name	Title

The following person(s) are authorized by the Customer to request and receive a new administrator password should the Customer forget or lose the current password. It is recommended that more than one name be provided in the event one of the authorized persons is not available.

Name	Title

All communication regarding changes, additions or deletions to services or authorized individuals must be provided on company letterhead with an authorized signature.