

IPS GROUP, INC.
PARKING METER FIELD TRIAL AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2011, by and between the **CITY OF CORAL GABLES, FL.**, whose principal place of business and mailing address is **2801 Salzedo** (hereinafter called the "**CITY**") and **IPS GROUP, INC.**, a Pennsylvania corporation, whose principal place of business and mailing address is 6195 Cornerstone Ct E, Suite 114, San Diego, CA 92121 (hereinafter called the "**CONTRACTOR**").

WHEREAS, the **CITY** desires to contract with the **CONTRACTOR** to perform a parking meter field test within the **CITY** using the patented IPS credit card enabled single space parking meter (SSPM); and

WHEREAS, the **CONTRACTOR** will install **forty (40)** SSPM ("Meters") with pole mounted sensors and provide **two (2)** spare meters for a total of **forty-two (42)** within **CITY** with no charge for installation and equipment to the **CITY** for a trial operational period of one-hundred twenty **(120)** days; and

WHEREAS, the **CITY** shall pay the **CONTRACTOR** a total amount not to exceed a one-time credit card processor set-up fee of ~~one hundreds twenty-five (\$125)~~ *(however IPS will waive during the trial period)*; Thirteen Cents (\$0.13) per credit card transaction; Three Dollars and Seventy-Five Cents (\$3.75) per meter per month for the secure Wireless Gateway Data rate; and Two Dollars (\$2.00) per meter per month for the web-based management system fee. Field trials that extend beyond one-hundred twenty (120) days after installation of the sensors shall then be charged an additional meter hardware rental fee of \$10 per meter per month (30 days), and will be prorated in the event of a partial month of use.

WITNESSETH:

The **CITY** and the **CONTRACTOR**, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. **Recitals.** Each party named in this Agreement agrees to execute the Agreement and to diligently undertake the acts necessary to consummate the transaction contemplated by this Agreement. Each party shall use its best efforts to consummate the transaction contemplated by this Agreement.
2. **Contract Price.** The **CITY** shall pay the **CONTRACTOR** a total price not to exceed a one-time credit card processor set-up fee of ~~\$125~~ *(IPS will waive this fee during the trial period)*; Thirteen Cents (\$0.13) per credit card transaction; Three Dollars and Seventy-Five Cents (\$3.75) per meter per month for the secure wireless Gateway Data Rate; and Two Dollars (\$2.00) per meter per month for the web-based management system fee. Field trials that extend beyond the initial period outlined above shall then be charged an additional meter hardware rental fee of \$10 per meter per month (30 days), and will be prorated in the event of a partial month of use.

3. **Payments.** Payment shall be made to **CONTRACTOR** as follows:

- a) **CONTRACTOR** will invoice the **CITY** at the end of each month during the one-hundred twenty (120) day trial period for all costs outlined in the contract price in paragraph 2 above.

4. **CONTRACTOR's Duties.** The **CONTRACTOR** shall be responsible for providing the following:

- a) **Forty-two (22)** single space parking meters ("meters");
- b) Assist the **CITY** with installation of the meters and associated meter and management system training;
- c) Provide full technical support throughout the duration of the field trial via phone support, but will come on-site if required;
- d) Pay for shipping to/from the **CONTRACTOR's** facility for any repair services that cannot be successfully completed by the **CITY**;
- e) Meet with the **CITY** on a regular basis (via conference call) to review the field trial and performance of the units;
- f) Measure the performance of the meters to determine the usage of credit cards and the corresponding benefit to the **CITY**;

5. **CITY's Duties.** The **CITY** shall be responsible for providing the following:

- a) Provide all required information regarding credit card processing and meter configuration to the **CONTRACTOR** in order to install the meters;
- b) Assist the **CONTRACTOR** with installation of the meters;
- c) Remit payment to the **CONTRACTOR** as outlined in the contract price in paragraph 2 on a Net 30 basis;
- d) Perform first line meter maintenance, including clearing of coin jams, card reader jams, and the like;
- e) Actively communicate any issues to the **CONTRACTOR**, in order for the **CONTRACTOR** to respond appropriately to reach a resolution.
- f) Provide current meter details to the **CONTRACTOR** in order to make a proper comparison between current operations and the trial meters. Data

should include, but is not limited to, revenue data, paid occupancy data, meter uptime

6. **Term.** The term of this Agreement shall commence on the date that the **CONTRACTOR** shall install and make operational all trial meters and shall terminate one-hundred twenty (120) days thereafter. **CONTRACTOR** shall provide written notice to the **CITY** indicating that all trial meters have been installed, and the date of such written notice shall constitute the commencement of the field trial terms. Either party may terminate field trial by giving the other ten (10) business day's written notice.
7. **Venue.** This Agreement shall be governed by the laws of the State of California as now and hereafter in force. The venue for actions arising out of this Agreement shall be in San Diego, CA.
8. **Notice.** All notices, requests, demands, if personally delivered or mailed, certified mail, return receipt requested, to the following addresses:

As to the **CITY**: City of Coral Gables, FL
2801 Salzedo
Coral Gables, FL 33134
Attn: Dir. Kevin Kinney

As to the **CONTRACTOR**: IPS Group, Inc.
6196 Cornerstone Ct E, Suite 114
San Diego, California 92121

9. **Assignment.** The **CONTRACTOR** shall not, without prior written consent of the **CITY**, assign any portion of its interest under this Agreement and, specifically, the **CONTRACTOR** shall not assign any monies due or to become due without the prior written consent of the **CITY**.
10. **Authorization.** Each party warrants to the other party that the individuals executing this Agreement are authorized to do so.
11. **Force Majeure.** If any party is prevented from performing its obligation stated in this Agreement by any event not within the reasonable control of that party, including, but not limited to, an act of God, public enemy, or war, fire, an act or failure to act of a government entity (except on the part of the **CITY**), unavailability of materials, or actions by or against labor unions, it shall not be in default in the performance of its obligations stated in this Agreement. PROVIDED, HOWEVER, any party delayed by such an event shall request an extension of time to perform its obligations stated in this Agreement by notifying the party to which it is obligated within ten days following the event. If the notified party agrees that the event was the cause of the delay, the time to perform the obligations stated in this Agreement shall be extended by the number of days of delay

caused by the event. If the required notice is not given by the delayed party, no time extension shall be granted.

12. **Severability.** If any provision in this Agreement subsequently is determined to be invalid, illegal, or unenforceable, that determination shall not affect the validity, legality, or enforceability of the remaining provisions stated in this Agreement unless that effect is made impossible by the absence of the omitted provision.
13. **Binding Document.** The **CITY** and the **CONTRACTOR** each binds itself, its partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, conditions, and obligations contained in the Agreement.
14. **Signatures Required.** This Agreement shall be considered null and void unless signed by both the **CONTRACTOR** and the **CITY**.
15. **PCI Compliance.** **CONTRACTOR** represents and warrants the meters and associated software have completed the necessary assessment and certification to meet current and required Payment Application Data Security Standards (“PA-DSS”) mandated by the Payment Card Industry (“PCI”).
16. **Entire Agreement; Modification.** This Agreement between the parties consists only of the express written terms and conditions set forth in the Agreement. All understanding and agreements made between the parties are superseded by this Agreement, which alone fully and completely express the parties’ understanding. There are no promises or agreements oral or otherwise inducing entry into this Agreement, except only as expressly in writing herein. The parties are relying only on the express terms, conditions and agreements set forth in the Agreement. The parties further agree that any promise or agreement, not expressly set forth in writing and signed by both parties, cannot be relied upon and will not be valid or enforceable.
17. **Confidentiality.** This Agreement and its terms shall be confidential. Neither Party shall publicly communicate or disseminate any information about the other including by not limited to information about the Agreement, its terms, or the relationship of the Parties without the other party’s review of such information and written authorization for its communication or dissemination. This confidentiality provision shall survive the expiration of the Agreement.

[[SIGNATURE PAGE FOLLOWS]]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above written.

CITY

By: _____

Printed Name: _____

Title: _____

IPS GROUP, INC.

By: _____

Printed Name: Chad Randall

Title: Chief Operating Officer