



**TOWNSHIP LICENSE, HARDWARE, SETUP AND SUPPORT AGREEMENT
FOR INFO-COP™ E-TICKETING TURNKEY SYSTEM**

between
**Township of West Orange
and
GTBM INC.**

This Agreement ("Agreement") is made this ____ day of _____, 2011, by and between Gold Type Business Machine, Inc. ("GTBM") a New Jersey corporation with offices at 351 Paterson Avenue, East Rutherford, New Jersey 07073 and the Township of West Orange, 66 Main Street, West Orange, New Jersey 07052 ("Township").

1. Township License. GTBM hereby grants to Township's employees and Township hereby accept(s), subject to the terms and conditions set forth in this Agreement, a non-transferable, non-exclusive license(s) to use, in object code format only, the Info-Cop™ E-Ticketing Software (the "Software") as specified in Exhibit A. The license(s) shall be renewable, except as otherwise provided in Section 5 hereof. The Township and Township's employees acknowledge that they have no rights in the Software, except as specifically provided in this Agreement.

1.1 Uses Not Permitted. The Township and the Township's employees' use of the Software is subject to each of the following restrictions and limitations. The Township and Township's employees agree that it shall not:

- Transfer the Software electronically from one central processing unit ("CPU") to another unless authorized in writing by GTBM.
- Modify, adapt, translate or create derivative works.
- Make copies of the Software
- Remove or modify any software markings or notices of proprietary rights.
- Grant sub-licenses, leases or other rights to the Software.
- Distribute in any fashion the Township's copy of the Software.
- Reverse engineer, decompile, disassemble or otherwise attempt to learn the source code, structure, algorithms or ideas underlying the Software.

1.2 Confidentiality.

- a) The Township acknowledges that the Software constitutes trade secrets and Confidential Information of GTBM.



- b) The Township agrees not to sell, assign or distribute the Software or any part thereof to any other person, firm or corporation and shall use reasonable efforts to confine knowledge and access to the Software only to its employees who require such knowledge and access in the ordinary course and scope of their employment by the Township
 - c) GTBM retains the right to seek copyright protection for the Software or any copyrightable material. The Township shall not remove any copyright or proprietary rights notice included in any materials furnished to the Township in connection with this Agreement.
2. Hardware and Setup. GTBM, at no cost to Township, will provide equipment, materials and labor to install and test Info-Cop™ E-Ticketing hardware (the “hardware”) in designated vehicles as specified on Exhibit A. Township will be responsible to provide an activated, wireless modem connection to the Internet and a mobile data terminal sufficient to run the E-Ticketing software for each vehicle at Township’s sole expense.
3. Support Services. GTBM, at no cost to Township, will provide training in the use of Info-Cop™ E-Ticketing hardware and software to Township’s. Thereafter, GTBM will service or replace the hardware should it malfunction in accordance with the Hardware Warrantee specified in Section 4.2. Support services will be provided from Monday through Sunday, excluding holidays, between the hours of 9am and 5pm with a four (4) hour response time. GTBM will, at GTBM’s sole cost and expense, supply Township with E-Ticketing paper for printers as e-Tickets issued deplete supplies. Township will acknowledge receipt of initial paper supplies and replenishment supplies. If, however, Township’s demand for paper is greater than the amount used in issuing e-Tickets (allowing for 5% unexplained losses), additional paper will be provide at a per roll fee as noted on Exhibit A.
4. Warrantees.
- 4.1 Software Warrantees.
 - (a) GTBM warrants that the Software has been certified by the New Jersey Office of the Administrator of Courts (AOC) and shall remain compliant with AOC standards throughout its use.
 - (b) GTBM warrants that the Software shall be free from defects in materials or workmanship and errors and further agrees to furnish, promptly and without additional charge, all labor and parts necessary to remedy any such defect or error called to its attention in writing not later than six (6) months after installation of the Software. This six (6) month notification period shall not apply to any defect or error which would cause the Township to be unable to issue tickets though the system during the term of the agreement. Any such defect or error will be corrected throughout

the term of this agreement.

- (c) GTBM's OBLIGATIONS FOR BREACH OF WARRANTY SHALL BE LIMITED TO CORRECTION OR REPLACEMENT OF THAT PORTION OF THE SOFTWARE WHICH FAILS TO CONFORM TO SUCH WARRANTY. IN NO EVENT SHALL GTBM BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING ANY DAMAGES RESULTING FROM LOSS OF USE, OR LOSS OF DATA ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SOFTWARE. GTBM SHALL HAVE NO RESPONSIBILITY TO CORRECT ANY DATABASE ERRORS OR ANY ERRORS OR DAMAGES CAUSED BY OR ARISING OUT OF HARDWARE DEFECTS OR INPUT ERRORS OR USE OF THE SOFTWARE IN WAYS FOR WHICH IT WAS NOT DESIGNED. IN NO EVENT SHALL GTBM BE LIABLE FOR ANY BREACH OF WARRANTY UNLESS WRITTEN NOTICE THEREOF IS GIVEN TO GTBM WITHIN SIX MONTHS AFTER INSTALLATION OF THE SOFTWARE except as provided in 4.1.b. GTBM's WARRANTY OBLIGATIONS SHALL BE VOID IF: (I) THE TOWNSHIP MODIFIES THE SOFTWARE WITHOUT THE PRIOR WRITTEN CONSENT OF GTBM OR (II) THE NON-CONFORMANCE OF THE SOFTWARE IS DUE TO ITS MISUSE OR NEGLIGENCE OR OTHERWISE CAUSED BY A BREACH OF TOWNSHIP'S OBLIGATIONS HEREUNDER; OR (III) THE TOWNSHIP FAILS TO FOLLOW IN ALL MATERIAL RESPECTS WRITTEN INSTRUCTIONS OF GTBM; OR (IV) THE SOFTWARE IS USED WITH OTHER INCOMPATIBLE PRODUCTS OR SERVICES.
- (d) GTBM shall defend any claim or proceeding brought against the Township to the extent that it is based on an assertion that the Township's use of the Software under this Agreement constitutes an infringement of any United States patent, copyright, trade secret, trademark, or other property interest rights, and shall indemnify the Township against all costs, damages and expenses finally awarded against the Township which are attributable to such claim, provided that the Township notifies GTBM promptly in writing of any such claim or proceeding and gives GTBM full and complete authority, information and assistance to defend such claim or proceeding and further provided that GTBM shall have sole control of the defense of any claim or proceeding and all negotiations for its compromise or settlement. In the event that the Software is finally held to be infringing and its use by the Township is enjoined, GTBM shall, at its election: (i) procure for the Township the right to continue to use the Software; (ii) modify or replace the Software so that it becomes non-infringing; or (iii) return to the Township the fee paid under this Agreement, less an allowance for use of the Software by the Township, prorating the useful life of the Software over a five (5) year period. GTBM shall have no liability hereunder if the Township modifies the Software in any manner and such modification is determined by a court of competent jurisdiction to be a contributing cause of the infringement or if the Township uses the Software in a manner contrary to the provisions of this Agreement or in conjunction with unauthorized equipment. The foregoing states GTBM's and its licensors entire liability, and the Township's exclusive remedy, with respect to any claims of infringement of any copyright, patent, trade secret, trademark, or other property interest rights by the Software, any part thereof or the use thereof.

4.2 Hardware Warrantees.

GTBM will replace malfunctioning E-Ticketing hardware and other items of equipment identified in Exhibit A at GTBM's sole cost and expense during the initial and any renewal terms of this Agreement except in such



case that the hardware becomes damaged through customer abuse or vehicle accident.

- 4.3 THE WARRANTIES CONTAINED IN THIS SECTION 4 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. GTBM's EXPRESS WARRANTIES SHALL NOT BE ENLARGED, DIMINISHED OR AFFECTED BY, AND NO OBLIGATION OR LIABILITY SHALL ARISE OUT OF GTBM's RENDERING OF TECHNICAL OR OTHER ADVICE OR SERVICE IN CONNECTION WITH THE SOFTWARE.

5. Charges and Payments

- a) The Township agrees to pay to GTBM the fees specified on Exhibit A on a quarterly basis (every three months beginning from the date of AOC approval). For the initial twelve months of the agreement quarterly invoices will be based upon the ticket commitment on Exhibit A divided by four. The invoice for the fourth quarter will be adjusted upward or downward if the number of tickets actually issued was greater or less than the ticket commitment. The Fee per Ticket rate for each quarterly bill will be based upon the cumulative tickets written and the related range as displayed on Exhibit A. During the first year of the agreement payments will be paid quarterly in arrears. In subsequent years (for multi-year agreements) payments will be due after the close of each quarter (each three month period). To allow for some possible downside variability, if the committed ticket level is not achieved in each year, the Township will be charged for the actual ticket level achieved but not less than 80% of the committed ticket level.
- c) Except as otherwise specified herein, all invoices rendered under this Agreement are due and payable within forty-five (45) days of the date of invoice. The failure of the Township to pay the fees after written notification shall result in the complete termination of any continuing obligation of GTBM to provide the software, hardware and support to the Township.

6. Termination.

- a) GTBM may terminate this Agreement and all licenses granted hereunder in the event of the failure by the Township to comply with any term or condition of this Agreement. Termination shall be effective on written notice by GTBM to the Township. Upon termination, the Township will return all Info-Cop E-Ticketing hardware and software within five (5) days following receipt of GTBM's termination notice.
- b) GTBM may terminate this Agreement if GTBM gives written notice to the Client specifying the Client's failure to make payment when due and the Client fails to



make such payment within ten (10) business days following receipt of such notice.

- c) Either party may terminate this Agreement if the other party fails or defaults in the performance of any of its material obligations under this Agreement (other than failure by the Client to make any payment when due as governed by section 6(b) above) and fails to cure or substantially cure such failure or default within thirty (30) days following receipt of written notice.
- d) Either party may also terminate this Agreement by written notice to the other, effective immediately upon receipt, if the other party shall file a petition in bankruptcy, shall be adjudicated to be bankrupt, shall take advantage of the insolvency laws of any state, territory or country, shall make an assignment for the benefit of creditors, shall be voluntarily or involuntarily dissolved, shall admit in writing its inability to pay debts as they come due, or shall have a receiver, trustee or other court officer appointed for its property.
- e) Termination of this Agreement does not relieve either party of obligations to make any payments or perform any services due prior to the date of termination.
- f) Township's obligation to protect the confidential nature of the Software under Section 1.2 shall survive any termination or expiration of this Agreement indefinitely. It shall not be a breach of this Agreement for the Township to disclose confidential information received thereby when, and to the extent that, such disclosure is required by a court of competent jurisdiction or by a governmental body, provided that the Township, in making such disclosure shall (i) give the GTBM as much prior notice thereof as is reasonably practicable so that the GTBM may seek such protective orders or other confidentiality protection as it, in its sole discretion and at its sole expense, may elect and (ii) reasonably cooperate with GTBM to protect the confidential or proprietary nature of the Confidential Information which must be disclosed.

7. Miscellaneous. This Agreement shall be governed by the laws of the State of New Jersey. This Agreement and any exhibits thereto constitute the entire agreement between the parties related to the Software and supersede all prior agreements, understandings, negotiations and discussions between the parties in connection therewith, whether oral or written. Township may not assign the Agreement or the license granted by it without the express, written consent of GTBM. Except as otherwise provided in the Agreement, notices, demands, requests or other communications which are given or required pursuant to the Agreement shall be in writing and shall be delivered by first class, registered or certified mail, postage prepaid, or by hand (including third-party courier or nationally recognized overnight service) or facsimile to a party's address indicated in the Agreement. Each party agrees to provide the other notice of any address change. If any term of the Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective. If either party fails to require performance by the other party of any provision, it shall not affect the right to require performance at any time thereafter nor shall it be held to be a waiver of the provision itself. Pursuit of any



remedy hereunder or under applicable law by either party shall not prevent such party from pursuing any other available remedy and shall not operate as an election of remedies. Except for payment obligations, neither party will be responsible for performance of its obligations hereunder where delayed or hindered by war, terrorism, riots, embargoes, strikes or acts of its vendors, suppliers, accidents, acts of God or any other event beyond its reasonable control. Township acknowledge(s) and agree(s) that, due to the unique nature of the Software there can be no adequate remedy at law for a material breach of the Agreement and that such breach would cause irreparable harm to GTBM; therefore, GTBM shall be entitled to seek immediate equitable relief, in addition to whatever remedies GTBM might have at law or under the Agreement. The Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together will constitute one agreement.

GTBM, Inc.

Township:

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____



Exhibit A:

END USER LICENSE, HARDWARE, SETUP AND SUPPORT AGREEMENT FOR INFO-COP™ E-TICKETING TURNKEY SYSTEM

between

**Township of West Orange
and
GTBM INC.**

GTBM will provide:

	#
Info-Cop™ E-Ticketing Concurrent License s	10
Info-Cop™ E-Ticketing Software*	12 licenses
Info-Cop™ Query Software	0 licenses
Hardware and Installation for Fully-Equipped Police Vehicles**	10
Handheld/Footpatrol	2
LPR 3 Camera systems	2
Special Hardware financing*** ☒ Yes ☐ No	10 CF-31s and Arbitrators

*GTBM will provide an additional license on a designated office PC supplied by the department to allow for review or reprinting of tickets at no cost to the Township.

**includes docking mount, printer, installation, e-Ticketing software and ticket paper and

Replenishment, 365 days a year support 9am to 5pm with hardware swap

***applies to mobile computers (MDTs)

Upfront Payment: \$ 0

Fees and Ranges:

Committed*** Tickets:	12,500
Fee per Ticket up to committed level 12,500:	\$ 11.60
Fee per Ticket for tickets 12,501 to 25,000 :	\$ 6.51
Fee per Ticket for ticket 25,001 and above:	\$ 4.47

***Committed means the annual number of billable tickets agreed upon.

Excess Paper Demand: \$5.00 per roll

Multi-Year Contract:

Number of Years: 5

Initials: _____ Date: _____
Township