

Exhibit A-1

SCOPE OF WORK

Software Support and Maintenance

Software/PC support and maintenance will include the following:

- Configuration corrections and minor modifications not to include major reconfiguration of the system.
- All changes to rate tables (minimum 5 day notice in written form required).*
- All changes to Validations (minimum 5 day notice in written form required).
- Back up of parameter files after major changes.
- Support Client with required updates to Client supplied Antivirus and Firewall programs on an "as needed" basis. (If installation of third party software induces a PC or HUB Parking-related problem all time necessary to correct the problem will be billable at prevailing rates. HUB Parking is not responsible for subscriptions to third party software.)
- Support Client to install all HUB Parking-mandated Microsoft Windows/Service Pack updates.
- In the event that HUB Parking is called to respond to a problem that it is outside the scope of the Software Support Contract, HUB Parking reserves the right to bill Client for all site time at prevailing rates.

Note. The items covered above are considered during normal business hours. After-hours requests will be subject to applicable service rates (Exhibit B). All activities will be programmed to minimize disruption to parking facility operations.

*Rate changes to the system must be tested for accuracy by Client to ensure that the desired effect has been achieved by the parking system operator. This testing is accomplished by Client auditing each transaction to ensure that revenue collected is in accordance with the facility's intended rate structures, included but not limited to, default, early bird, night, weekend, multiple day, and validated rates. Immediately following a rate change it is agreed that Client will perform a complete audit of all rates to ensure interpretation of the requested change and its technical accuracy. This audit should also ensure that all rate structures in the system are in accordance with the locations signage, owner expectations, and patron expectations.

Hardware Support and Maintenance

Hardware support and maintenance will include all HUB Parking hardware/equipment as well as gate/barrier mechanisms and proximity/AVI readers and interface devices of any type. Hardware support and maintenance details are as follows:

- Preventative maintenance visits to be in accordance with manufacturer's specifications but no less than 4 quarterly maintenance visits per site, per annum.
- Reactive callouts are covered by this service contract in accordance with the following schedule: Monday through Friday, 8:30 am to 5:00 pm (see charge table below for out of hours coverage costs)
- All parts/components will be covered except what is specifically excluded below
- Loaner parts may be made available at no charge to Client should a part need to be shipped out for repair or replacement, where applicable.

Additional Services

- Reports: A report of preventive maintenance and breakdown repair will be made available upon request.
- Client Portal access to Autotask service ticket tracking system made available upon request.

Items / Services NOT covered

HUB Parking items **NOT** covered:

- Peripheral Control software upgrades
- Software or EPROM's required to introduce new bank notes or coins
- Credit card acceptance problems relating or data recovery resulting from clearinghouse and/or credit card circuit issues.
- Concrete bases and islands and any protection posts
- Loops
- Barrier Gate arm replacement
- All non-provided communication equipment and related items
- Any 3rd Party equipment and/or software not provided and installed by HUB Parking
- CCTV equipment
- All fiber optic hardware and related items
- Cashier booths or related structures
- Revisions, upgrades or changes required or requested due to changes in laws, regulations or functionality not currently part of the system.
- All network infrastructure and equipment, servers and operating systems
- This contract **shall not cover** any and all labor and / or materials required to service, repair and/or replace software or hardware as a direct result of vandalism, misuse,



negligence and / or acts of God. In such cases, HUB Parking will prepare a written estimate for official **Client** approvals prior to any work.

All parts / assemblies that are deemed "End of Life" – items that have no serviceable life in accordance with manufacturer recommendations – will not be covered under this contract.

Client Responsibilities

The coverage in this agreement assumes the client will handle certain basic daily operational and maintenance functions including, but not limited to items such as clearing ticket jams, reloading tickets, automated print head and magnetic head cleaning, realigning or replacing gate arms, etc. And reasonable efforts to resolve basic operational issues are expected before placing a service call.

All requested service must be submitted to the central HUB Service system via email at service.usa@hubparking.com or by phone to the 24/7 call center at 844 HUB-PARK (482-7275).

Exhibit A-2

PROJECT SITE

Malcolm X College Parking garage

Located at

1900 W Jackson Blvd, Chicago, IL 60612

Covered Equipment and software

Model #	Item Desc.	# of pieces in garage
DP5900-6	Entry Station	6
DP5800-6	Exit Station	5
DPMK590	Online Encoder	2
DP11000	PC &Software support	1
DP7001M	POF	1
DP7100 CC only	POF CC only	1
MICRO DR	Barrier Gate	16
DP 1440	Monthly control board	5

Exhibit A-3

PA-DSS COMPLIANCE ADDENDUM

HUB'S Responsibilities. - HUB represents and warrants that PARC's Revenue Control Software version(s) listed on the PCI Security Standards web site (www.pcisecuritystandards.org) is in compliance with all applicable PA-DSS requirements as they existed on the date of certification posted on the web site. This is in the form of an Attestation of Validation (AOV) and HUB is responsible for maintaining this validation. Certification will expire on the expiry date listed on the web site.

Additionally, HUB is a Level 2 service provider and uses an isolated network to provide software support to our customers. HUB is PCI-DSS compliant, and has an Attestation of Compliance (AOC) as proof of this compliance

Customer's Responsibilities. Customer is responsible for developing and maintaining business practices to ensure that HUB Parking Products are used in accordance with the requirements specified by its business' Qualified Security Assessor. Customer is responsible for achieving and maintaining PCI-DSS compliance relevant to its business. The scope of achieving system wide PCI-DSS validation extends beyond the AOV and AOC HUB provides. As HUB is not the Merchant of Record for a parking system, HUB will not own the process of obtaining a Report on Compliance (ROC) for a parking system. Further, HUB does not assume ownership of the network and does not provide penetration or scanning services.

If the Customer is currently on a version of PARCs software which is not listed on the PCI Security Standards website as PA-DSS certified or a version which is scheduled for expiration, it is the sole responsibility of the Customer to make arrangements with HUB to implement a PA-DSS compliant version of the PARCs software. Any costs associated with upgrades to a PA-DSS compliant version of PARCS are not included with this Contract. **HUB DOES NOT WARRANT, AND SHALL HAVE NO RESPONSIBILITY FOR CUSTOMER'S MISUSE OF HUB SOFTWARE OR HARDWARE OR CUSTOMER'S FAILURE TO MAINTAIN PCI-DSS COMPLIANCE. HUB DOES NOT ASSUME RESPONSIBILITY FOR COMPLIANCE WITH ALL LAWS FOR THE SYSTEM BUT WILL RESPOND TO CUSTOMER'S REQUEST FOR SERVICE OR REPAIR IN ACCORDANCE WITH THIS AGREEMENT.**

Exhibit B

FEES AND TIME SCHEDULE

1. Monthly Agreement Payment Schedule (in US Dollars):

Location	Annual Fee Year 1	Annual Fee Year 2	Annual Fee Year 3	Annual Fee Year 4	Annual Fee Year 5
<i>Malcolm X College Parking garage</i>					
Total	\$24,000.00	\$24,000.00	\$24,000.00	\$24,000.00	\$24,000.00

Note: The contract is billed on a monthly basis.

2. Response times:

Normal Business Hours Straight Time - Monday through Friday 8:30 AM to 5:00 PM	4 Business Hours Average Response	Included
After Hour Time - Monday through Friday 5:01 PM to 8:29 AM, and Saturday and Sunday	2 Hour Call Back Response 8 Hours On-Site, if required	Additional fee
Premium Time - Holidays	2 Hour Call Back Response 8 Hours On-Site, if required	Additional fee

3. Hours of Operation and Service Rates for Non-Covered Work:

TIME	MAINTENANCE RATE		NON-MAINTENANCE RATE		HUB COMMENTS
	Field Service	Help Desk	Field Service	Help Desk	
Straight Time - Monday through Friday 8:30 AM to 5:00 PM	\$ 120. per hour	\$ 60. per 1/2 hour	\$ 170. per hour	\$ 100. per 1/2 hour	Rate based on 8 hours per day or less, 1 hour minimum.
After Hour Time Monday through Friday 5:01 PM to 8:29 AM, and Saturday and Sunday	\$ 180. per hour	\$ 90. per 1/2 hour	\$ 290. per hour	\$ 150. per 1/2 hour	Rated based upon any time outside of normal working hours, and Saturday and Sunday, 2 hour minimum.
Premium Time - Holidays	\$ 240. per hour	\$ 150. per 1/2 hour	\$ 340. per hour	\$ 300. per 1/2 hour	Rate for time worked on National / HUB Holidays, 2 hour minimum.

Notes:

- Normal Business Hours: Monday through Friday, 8:30 AM – 5:00 PM, excluding National / HUB Holidays.
Billed time may be split between service rates depending on the time of service and ending of service call. If service time extends over more than one billing rate, you will be billed split rates for the rate in effect during time of the service.
- HUB Service is available by calling (844) 482-7275 or via email service.usa@hubparking.com.
- After Hour / Emergency Service available 24/7, 365 days per year by calling (844) 482-7275.
- Parts and materials supplied in connection with field service work will be priced separately.
- Holidays are defined as Holiday's HUB USA offices are closed. A yearly list is available upon request.

Exhibit C

TERMS AND CONDITIONS APPLICABLE TO EQUIPMENT ONLY

1. Equipment Maintenance

While this Agreement is in effect, HUB will provide maintenance to keep the Covered Equipment in, or restore the Covered Equipment to, good working order. Maintenance will include lubrication, adjustments and repair or replacement of parts deemed necessary by HUB. Maintenance parts, which will be new or reconditioned to perform as new, will be furnished on an exchanged basis, and the exchanged parts will become the property of HUB. Maintenance provided under this Agreement does not assure uninterrupted operation of the Equipment. If Client requests that HUB perform maintenance outside the Normal Service Coverage Period per Exhibit B of this contract, any such emergency service will be provided, when available, at the HUB time and materials rates and terms then in effect.

Services include:

- (a) Telephone access during the Normal Service Coverage Period to a HUB Client Support Center for problem reporting;
- (b) Scheduled preventative maintenance during the Normal Service Coverage Period based on the needs of the Equipment, as determined by HUB;
- (c) Remedial maintenance performed on site during the Normal Service Coverage Period following telephone notification by Client to a HUB Client Support Center that the Equipment is inoperative;
- (d) Alterations required by Engineering Change Notices which would be due to a manufacturing defect, and which HUB determines are applicable to the Equipment, if installed during the Normal Service Coverage Period; and
- (e) Like for like parts replacement providing HUB deems parts Un-repairable and all supplies used in the equipment were purchased from HUB. Parts are defined as sub units that when assembled make up a whole unit. While parts replacements are included, whole unit replacements are not. Whole units would include but are not be limited to entire gates, entire entry stations, entire exit stations, entire Cashier Terminals, entire Pay stations, servers, workstations, readers, etc. Such whole units eventually reach end of life either because of length of use or are discontinued and subsequently not supported by the manufacturer.



When end of life is reached and manufacturer or HUB deems unit un-repairable, Client is responsible for replacement.

Terms and Conditions Applicable to Standard Software Only

2. Standard Software Maintenance

During the Normal Service Coverage Period, HUB shall provide:

- (a) Remote diagnostic technical assistance through the Help Desk facility for problem determination and solution coordination.
- (b) Resolution of Standard Software functional problems and user problems;
- (c) Configuration corrections and minor modifications not to include major reconfiguration of system
- (d) Standard Software revisions, updates¹, and service Packs provided remotely through the Help Desk facility for software provided by HUB not including commercially available operating systems, databases, and utilities;
- (e) A 20% discount for Standard Software version upgrades², enhancements, and labor charges required to install such version upgrades and enhancements.
- (f) Additional retraining at a 25% discount on HUB's established rates. Such retraining can be held at the nearest HUB Client Support Center when available or provided remotely when available; and
- (g) A 5% discount on new software purchases.

3. Standard Software Exclusions

Any Standard Software maintenance beyond that described in Section 1 (a) through (g) above shall be charged to the Client at the then applicable HUB Time and Materials rate.

In addition to the exclusions specified in this Agreement, Standard Software maintenance excludes:

¹ **Updates.** Fixes, service packs, and patches to software supplied by HUB that are primarily designed to solve product performance problems.

² **Upgrades.** New versions of software that generally add features, new functionality, or new certifications, or that generally increase capacity of the software to process information

- (a) Services required for application programs and conversions from products or software not supplied by HUB.
- (b) Revisions, upgrades or changes required or requested due to changes in laws, regulations or functionality not currently part of the system.