

## MEMORANDUM

**TO:** Board of Trustees

**THROUGH:** Indra Winqest  
District General Manager

**FROM:** Mike Gove  
Director of Information Systems/Technology

Mike Bandelin  
Diamond Peak General Manager

**SUBJECT:** Review, discuss and possibly award an Equipment Purchase Agreement for installation of RFID – Software and Gantries – 2022/2023 Capital Improvement Project; Fund: Community Services; Division: Ski; Project 3499CE2201; Vendor: Axess America’s, Inc.; in the amount of \$351,528.10, plus a 5% contingency in the amount of \$17,576.40, for a total of \$369,104.50

**DATE:** September 14, 2022

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### **I. RECOMMENDATIONS**

That the Board of Trustees makes a motion to award an Equipment Purchase Agreement (Attachment 1) for installation of RFID (Radio Frequency Identification) Technology – Software and Gantries – 2022/2023 Capital Improvement Project; Fund: Community Services; Division: Ski; Project 3499CE2201; Vendor: Axess America’s, Inc.; in the amount of \$351,528.10 plus a 5% contingency in the amount of \$17,576.40 for a total of \$369,104.50.

### **II. DISTRICT STRATEGIC PLAN**

Long Range Principle #1 – Service – The District will provide superior quality service through responsible stewardship of District resources and assets with an emphasis on the parcel owner and customer experience.

Long-term Initiatives #3 – Enhance and evaluate metrics through key performance indicators for each venue, facility and service.

Award an Equipment Purchase Agreement for -2-  
Installation of RFID – Software and Gantries  
2022/2023 Capital Improvement Project:  
Fund: Community Services; Division: Ski;  
Project 3499CE2201; Vendor: Axess Americas, Inc.,  
in the amount of \$351,528.10, plus a 5%  
contingency in the amount of \$17,576.40,  
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Long Range Principle #5 – Assets and Infrastructure – The District will practice perpetual asset renewal, replacement and improvement to provide safe and superior long term utility services and recreation venues, facilities, and services.  
Long-term Initiatives #3 – Focus on strengthening overall project and contract management.

### **III. BACKGROUND**

The proposed project was identified at the Board meeting held on March 1, 2022, which included the Budget Workshop #3 agenda item. The workshop included discussion regarding District Board of Trustees Policy 12.1 – Multi-Year Capital Planning, as well as Board Priority Projects, which included the newly proposed project for installation of RFID – Software and Gantries at the ski venue. The proposed project was also included in the presentation per Policy 12.1 – 3.2. Prioritize Projects under this criteria; *3.2.4 Priority 4 - new initiatives projects that create new amenities that are wanted by the community and will be funded by existing sources*. The project was discussed during the budget workshop and per the Board of Trustees' direction, funding for the project of \$410,000 was included in Fiscal Year 2022/2023 Capital Improvement Project Budget which was presented and approved at the May 26, 2022 Board meeting.

### **IV. DISCUSSION**

The proposed project includes the purchase and installation of an RFID Access Control System. This system controls access to the ski lifts through the use of purchased smart media in the form of season passes and day tickets that are loadable and reloadable via payment centers both online and on site.

Items associated with the project include Point of Entry/Access, Point of Sale Peripheral Hardware, Software and Services. This project includes the installation of three four-person access gantries located at the bottom terminals of the Lakeview, Lodgepole and Crystal ski lifts, and one two-person gantry at the Schoolhouse lift. This project also includes time and materials related to the completion of the project outside of this proposal, including installation of gantry mounting pedestals, ethernet radios and miscellaneous electrical and data installation hardware.

Award an Equipment Purchase Agreement for -3-  
Installation of RFID – Software and Gantries  
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September 14, 2022

The primary business driver for the District to pursue the move to RFID technology at the ski venue is to acquire more accurate data on visitation counts relating to season pass and daily ticket use, while also reducing potential access fraud.

Other benefits may include the ability to utilize customer access history in the event of a potential missing guest on the mountain. In this scenario, system data can be utilized to determine their last point of access. This same access data could also be analyzed to determine a particular high use area of the mountain, allowing staff to better plan for business operations via lift usage data.

The proposed project has the ability to serve as a pilot for the usage of access control systems and how they may be considered beneficial for implementation within other areas of the District’s Community Services and Beach venues.

## **V. PROPOSAL RESULTS**

The Staff, per District Purchasing Policy (20.1.0) for Goods and Services, publically advertised through PlanetBids a formal competitive solicitation for RFID Solutions beginning on July 29, 2022 through August 10, 2022. The Request for Proposals (Attachment 2) was also sent to two known providers of RFID solutions, SkiData and Axess America. Axess responded with a proposal; SkiData declined to submit a proposal due to software development and supply chain-related constraints. The Axess proposal was evaluated for responsiveness and is currently proposed to the Board of Trustees for an equipment purchase award.

## **VI. FINANCIAL IMPACT AND BUDGET**

Funding to support the proposed Equipment Purchase Agreement, is provided in the approved FY2022/23 capital budget, within the Ski fund, in the amount of \$410,000 (Attachment 3-CIP data sheet).

The following table includes Staff’s estimate of the total project costs:

<b>Description</b>	<b>Amount</b>
Axess equipment purchase agreement	\$351,528.10
A 5% contingency on Axess proposal amount	\$17,576.40
Owner supplied time, materials and hardware associated with installation of ski lift access gantries, media pick-up boxes and devices	\$21,000.00
Total estimated project costs	<hr/> \$390,104.50
<i>Total project funding available</i>	<i>\$410,000.00</i>

Award an Equipment Purchase Agreement for -4-  
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Staff notes that additional expenses related to the RFID project, outside of the proposed agreement, include the purchase of season pass and lift ticket RFID media stock. The purchase of this media has been included as an operating expense within the current fiscal year 2022/23 operating budget, for \$89,500. In addition, the annual Software Service fee of \$14,406 associated with the proposed project is also included in the ski venue annual operating budget.

**VII. ALTERNATIVE**

The Board of Trustees may choose not to proceed with the project and defer the project to a future date.

**VIII. BUSINESS IMPACT**

This item is not a “rule” within the meaning of Nevada Revised Statutes, Chapter 237, and does not require a Business Impact Statement.

**IX. COMMENTS**

Provided that the proposed project including the equipment purchase agreement is approved, the supplier and Staff intend to have the system in place and operational prior to the opening of the ski venue in December 2022. The selected vendor has advised the District that they will do their very best to hold to the delivery schedule as outlined in Attachment 4, paragraph 6.9. and to recap, as follows:

Printers, Pick Up Boxes, Gates .....by November 5<sup>th</sup>  
Gantries .....by October 20<sup>th</sup>  
Cables, Power Data Boxes, network equipment for gates .....by October 15<sup>th</sup>

Site prep work planning is completed and materials are ready to be ordered.

Attachments:

- 1 - Project equipment purchase agreement
- 2 - Project request for proposal
- 3 - Capital improvement project data sheet
- 4 - Axess - request for proposal response

**INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT  
EQUIPMENT PURCHASE AGREEMENT**

**Diamond Peak RFID Procurement**

**CIP 3499CE2201**

This Equipment Purchase Agreement (“Agreement”) is entered into as of September 15th, 2022 by and between the Incline Village General Improvement District, a Nevada general improvement district (“District”), and Axess America’s, Inc., a Delaware registered C-corporation, with its principal place of business at 6443 Business Park Loop Road in Park City, Utah (“Contractor”). District and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

Pursuant to the terms of this Agreement, District will buy and Contractor will sell an RFID Access Control System as well as the goods and services set forth in Annex A: Project calculation. Each of the following Annexes attached hereto are integral parts of this Agreement and are hereby incorporated into and made a part hereof by this reference:

Annex A: Project Calculation (the “Project Calculation”)

Annex B: General Terms & Conditions (the “GTC”)

In the event of any inconsistency between this Agreement, the Project Calculation and/or the GTC, this Agreement shall control.

**Section 1. DEFINITIONS.**

A. “Equipment” means all machinery, equipment, items, parts, materials, labor or other services, including design, engineering and installation services, provided by Contractor as specified in Annex A, attached hereto and incorporated herein by reference.

B. “Software” means all operating firmware, programs and applications needed to operate the Equipment.

C. “Delivery Date(s)” means that date or dates upon which the Equipment is to be delivered to District, ready for approval, commissioning and testing as specified in Annex A.

**Section 2. PROPOSAL AND ACCEPTANCE OF PROPOSAL**

The proposal and all pricing set forth herein shall be valid if it is signed and returned to Contractor by the District until 9/15/2022 (“Proposal Period.”). The proposal and all pricing will become a binding agreement upon countersignature by an authorized Contractor representative. The Delivery Date set forth in Section 9 is applicable only if this Agreement is signed by both District and Contractor within the Proposal Period set forth above.

**Section 3. MATERIALS AND WORKMANSHIP.**

When Annex A specifies machinery, equipment or material by manufacturer, model or trade name, no substitution will be made without District's written approval. Machinery, equipment or material installed in the Equipment without the approval required by this Section 3 will be deemed to be defective material for purposes of Section 5. Where machinery, equipment or materials are referred to in Annex A as equal to any particular standard, District will decide the question of equality. When requested by District, Contractor will furnish District with the name of the manufacturer, the performance capabilities and other pertinent information necessary to properly determine the quality and suitability of any machines, equipment and material to be incorporated in the Equipment. Material samples will be submitted at District's request.

**Section 4. INSPECTIONS AND TESTS.**

District shall have the right to inspect and/or test the Equipment prior to acceptance. If upon inspection or testing the Equipment or any portion thereof are found to be nonconforming, unsatisfactory, defective, of inferior quality or workmanship, or fail to meet any requirements or specifications contained in Annex A, then without prejudice to any other rights or remedies, District may reject the Equipment or exercise any of its rights under Section 5.C The inspection, failure to make inspection, acceptance of goods, or payment for goods shall not impair District's right to reject nonconforming goods, irrespective of District's failure to notify Contractor of a rejection of nonconforming goods or revocation of acceptance thereof or to specify with particularity any defect in nonconforming goods after rejection or acceptance thereof.

**Section 5. WARRANTY.**

A. Contractor warrants that the Equipment will be of merchantable quality and free from defects in design, engineering, material and workmanship for a period of one (1) year, or such longer period as provided by a manufacturer's warranty or set forth in Annex A/B, from the date of final written acceptance of the Equipment by District as required for final payment under Section 8, unless such defects or inoperability are a result of improper care or equipment abuse resulting in premature wear and tear by District. Contractor further warrants that any services provided in connection with the Equipment will be performed in a professional and workmanlike manner and in accordance with the highest industry standards.

B. Contractor further warrants that all machinery, equipment or process included in the Equipment will meet the performance requirements and specifications specified in Annex A and shall be fit for the purpose intended. District's inspection, testing, approval or acceptance of any such machinery, equipment or process will not relieve Contractor of its obligations under this Section 5.B.

C. For any breach of the warranties Contractor will, immediately after receiving notice from District, and at Contractor's own expense and without cost to District repair or replace or repay District in the following order:

1. Repair the defective Equipment;

2. Replace the defective Equipment with conforming Equipment, F.O.B. District's plant, office or other location of District where the Equipment was originally performed or delivered; or
3. Repay to District the purchase price of the defective Equipment.

All defects covered under warranty will be remedied without cost to District, including but not limited to, the costs of removal, repair and replacement of the defective Equipment, and reinstallation of new Equipment. All such defective Equipment that is so remedied will be similarly warranted as stated above. In addition, Contractor will repair or replace other items of the Equipment which may have been damaged by such defects or the repairing of the same, all at its own expense and without cost to District.

D. Contractor also warrants that the Equipment is free and clear of all liens and encumbrances whatsoever, that Contractor has a good and marketable title to same, and that Contractor owns or has a valid license for all of the proprietary technology and intellectual property incorporated within the Equipment. Contractor agrees to indemnify, defend and hold District harmless against any and all third-party claims resulting from the breach or inaccuracy of any of the foregoing warranties.

E. In the event of a breach by Parties of its obligations under this Section 5, Parties will not be limited to the remedies set forth in this Section 5, but will have all the rights and remedies permitted by applicable law.

#### **Section 6. PRICES.**

The total purchase price for the goods and services amounts to ("Purchase Price") is USD \$351,528.10.

The total annual cost for Software is ("Software Service Annual Fee") is USD \$14,406.00.

A detailed breakdown of the Purchase Price and Software Service Annual Fee is provided in Annex A: Project calculation.

Unless expressly provided otherwise, all prices and fees specified in Annex A are firm and shall not be subject to change without the written approval of District. No extra charges of any kind will be allowed unless specifically agreed to in writing by District's authorized representative.(i) Prices and totals exclude the following: state or local sales and use tax, customs fees, federal, state and local statutory fees and/or any similar taxes and/or levies, and property insurance for delivered goods which are all the responsibility of District. The breakdown of the total Purchase Price is based on the existing frontends, service fees for the used functions, and the installed internet services. Frontends include any points of sale and registration, ticket vending machines, and any access control systems. Settlement is annual and based on the then current price list and number of used frontends. The total price shall include all charges for packing, freight and transportation to destination.

**Section 7. CHANGES.**

District, at any time, by a written order, and without notice to any surety, may make changes in the Equipment, including but not limited to, District's requirements and specifications. If such changes affect the cost of the Equipment or time required for its performance, an equitable adjustment will be made in the price or time for performance or both. Any change in the price necessitated by such change will be agreed upon between District and Contractor and such change will be authorized by a change order document signed by District and accepted by Contractor. If price reductions or additional costs are agreed upon by District and Contractor during the course of the project, such adjustments will be provided for and settled no later than at the final billing by Contractor. Costs for delivery, installation, commissioning, travel expenses and any additionally incurred costs that are the responsibility of District will be billed as incurred.

**Section 8. PAYMENTS.**

Payment of the Purchase Price by District will be made in the following steps:

- 30 % of the order value upon signing of purchase contract
- 60 % of the order value upon sellers notice for delivery
- 10 % of the order value after commissioning

A. Terms of payment, are net thirty (30) days based on the aforementioned payment schedule., less any applicable retention, after receipt of invoice, or completion of applicable Progress Milestones. Final payment shall be made by District after Contractor has satisfied all contractual requirements. Payment of invoices shall not constitute acceptance of Equipment. Delivery or deployment of the goods, despite readiness for delivery, will only take place after the agreed down payment is received by Contractor.

B. Software Service Annual Fees are due on March 1<sup>st</sup> of the respective calendar year, with a payment period of 30 days net cash. If the Agreement starts during the year, or in case of a system expansion, the settlement of services fees will be based on a monthly pro-rated amount. Costs for maintenance services which are not included in any defined package and which have actually been provided by Contractor, are due in full 14 days after invoicing by Contractor, net cash without charges.

C. If Progress Milestones have been specified in Annex A, then payments for the Equipment will be made as the requirements of such Progress Milestones are met. Progress payments for the Equipment will be made by District upon proper application by Contractor during the progress of the Equipment and according to the terms of payment as specified in Annex A. Contractor's progress billing invoice will include progress payments due for the original scope of work and changes. Each "Item for Payment" shown in Annex A and each change order will be itemized on the invoice. Invoices for cost plus work, whether part of Annex A or a change order, must have subcontractor and/or supplier invoices attached to Contractor's invoice. Other format and support documents for invoices will be determined by District in advance of the first invoice cycle.

D. Payments otherwise due may be withheld by District on account of defective Equipment not remedied, liens or other claims filed, reasonable evidence indicating probable filing



of liens or other claims, failure of Contractor to make payments properly to its subcontractors or for material or labor, the failure of Contractor to perform any of its other obligations under the Agreement, or to protect District against any liability arising out of Contractor's failure to pay for other obligations. If the causes for which payment is withheld are removed, the withheld payments will be made promptly. If the said causes are not removed within a reasonable period after written notice, District may remove them at Contractor's expense.

E. Payment of the final Progress Milestone payment or any retention will be made by District upon:

- i. Submission of an invoice for satisfactory completion of the requirements of a Progress Milestone as defined in Annex A and in the amount associated with the Progress Milestone;
- ii. Written acceptance of the Equipment by District;
- iii. Delivery of all drawings and specifications, if required by District;
- iv. Delivery of executed full releases of any and all liens arising out of this Agreement; and
- v. Delivery of an affidavit listing all persons who might otherwise be entitled to file, claim or maintain a lien of any kind or character, and containing an averment that all of the said persons have been paid in full.
- vi. If any person refuses to furnish an actual release or receipt in full, Contractor may furnish a bond satisfactory to District to indemnify District against any claim or lien at no cost to District.

F. Acceptance by Contractor of payment of the final Progress Milestone payment pursuant to 8.E will constitute a waiver, release and discharge of any and all claims and demands of any kind or character which Contractor then has, or can subsequently acquire against District, its successors and assigns, for or on account of any matter or thing arising out of, or in any manner connected with, the performance of this Agreement. However, payment for the final Progress Milestone by District will not constitute a waiver, release or discharge of any claims or demands which District then has, or can subsequently acquire, against Contractor, its successors and assigns, for or on account of any matter or thing arising out of, or in any manner connected with, the performance of this Agreement.

G. All invoices shall be sent to [invoices@ivgid.org](mailto:invoices@ivgid.org), with a copy to [RLR@ivgid.org](mailto:RLR@ivgid.org).

## **Section 9. TERMS OF DELIVERY.**

A. Delivery Method: Delivery will be DAP - Delivered at Place (Incoterms 2010). For clarification and the avoidance of doubt, for purposes of this Agreement, "Delivered at Place" (or "DAP") shall mean that Contractor will be deemed to have delivered when the System and/or goods are placed at the disposal of District on the arriving means of transport ready for unloading at the named place of destination. Contractor is responsible

for transport and liability of the System and/or goods up to the delivery with District. In accordance with DAP terms, the risk of loss shall pass from Contractor to District when the System and/or goods are delivered to District. The delivery address shall meet the condition that a truck with a trailer can approach it. If no delivery address is provided, the invoice address will be used as delivery address. The District will be responsible for transporting the System and/or goods to the various places of installation, for its assembly, and for disposal of the packaging material.

B. Schedule for Delivery: The estimated delivery date is agreed **on or before** 12/01/2023. Other dates that remain unscheduled throughout and until full completion of the terms of this Agreement will be mutually agreed upon between District and Contractor. Deadlines for deliveries and services are subject to the fulfilment by District of agreed upon milestones such as payments, Site prep tasks by District as defined in section 11 and partial acceptances by the District. District understands, acknowledges and agrees that due to global supply chain issues, the delivery of RFID/UHF components and related equipment, including PC's and network hardware, may be delayed beyond the estimated delivery dates, and that Contractor may, in its discretion, deliver any part of District's order in phases. Contractor will use best efforts to maintain estimated delivery dates and keep District informed of delays when they become known to Contractor.

C. In the event that the Equipment is part of a larger project or projects that require the coordination of multiple contractors or suppliers, then Contractor will fully cooperate in scheduling the delivery so that District can maximize the efficient completion of such project(s).

## **Section 10. SOFTWARE SERVICES**

The annual Software Service Annual Fee amount is USD \$14,406.00 per business year (March – February) and for the first year, is calculated on a monthly prorated amount based on the timing of commissioning of the system. The prices for software services include annual license fees and software support provided by Axess. The current version of the General Business Terms and Conditions (“GTC”) of Axess in existence at the time of signing of the Agreement will apply to the scope and performance of the services. The prerequisite for use of these services is an efficient online connection for remote diagnosis and remote maintenance at the time of commissioning. This connection will be provided by the District at its sole expense.

The annual fee is based on the current price list net. In case of a system expansion, fees will be adjusted to the prices listed in the overview (corrected in line with the index, where applicable) and invoiced proportionally. District must inform Axess if frontends or functions are no longer in use. Any reductions will be calculated and credited in March 1<sup>st</sup> of the following calendar year.

The Software Service Annual Fee includes:

### **Software user license**

District will pay a user fee for use and operation of the software. Axess grants the District a simple, non-exclusive and non-assignable right for in-house use (as a license only) for the agreed upon purpose and duration of use for which the license fees are charged by Axess and paid by District.

### **> Maintenance**

Axess will provide the District with necessary software updates and support via remote maintenance. Maintenance includes:

**Troubleshooting (Bug-Fix service):** Axess analyzes detected software errors in the programs and troubleshoots via appropriate updates.

**Software update service:** Update of the software to the latest version with the same scope of functions.

Axess will provide the District with program updates at a date set by Axess. The updates include the correction of errors, troubleshooting of any program problems which did not occur during the test run, or upon practical application, within the warranty period as well as possible adjustments based on statutory requirements. Axess will store and document the software programs developed by Axess that are subject to this Agreement.

> **Support**

Axess will be available to the District for support issues and assistance in the following ways:

**E-mail support for written inquiries:** [support@teamaxess.com](mailto:support@teamaxess.com)

**Telephone support:**

Helpdesk for user questions during regular business hours: Monday- Friday from 8 am through 5 pm (EST), +1 435 333 5700.

Hotline in the case of urgent, operational errors: Weekends and public holidays from 8 am through 5 pm (EST): +1 435 333 5700 (please leave voicemail message and your call will be returned).

**Self-Service portal:** Instructions and manuals for download in the “Restricted-to-Customer” links, or on the Axess homepage:

[www.teamaxess.com](http://www.teamaxess.com)

**Section 11. SITE PREPARATION & SETUP**

District shall prepare the site according to the guidelines set forth below. Such preparation shall include, without limitation:

- A. Contractor shall have right to inspect all sites to ascertain appropriateness and condition prior to commissioning; Contractor will meet with District to discuss and confirm installation planning (according to Project Calculation);
- B. District shall provide site preparations that include pouring and prepping Gantry foundations, conduit for power/data cable, pulling cabling to final site, and providing final site network connections, furnishings, and mountings of all units on site;

- C. Contractor shall provide project management and assistance with the System setup and with delivery of equipment on site. District shall provide Contractor with a point of contact acting as District project coordinator and with additional staff for installation and local site people and equipment transportation to individual installation sites during the setup process.

**Section 12. SYSTEM ADMINISTRATOR**

A. District shall define system administrators for all modules that are part of this contract or future expansions, as well as a supervising system administrator as contact address for the Contractor system.

B. All trainings which are included in Annex A will be held primarily for these system administrators in a “Train the Trainer” methodology.

C. Should the system administrator for any module change, a new training must be requested by District within thirty (30) days. Contractor will quote, schedule and provide the training service for a training fee according to the standard pricelist at the time of the request.

**Section 13. TAXES.**

Prices and totals exclude the following: state or municipal sales and use tax, customs fees, federal, state and local statutory fees and/or any similar taxes and/or levies, and property insurance for delivered goods which are all the responsibility of District.

**Section 14. INDEPENDENT CONTRACTOR.**

Contractor enters into this Agreement as an independent contractor and not as an employee of District. Contractor shall have no power or authority by this Agreement to bind District in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of District. District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors or any other person resulting from performance of this Agreement.

**Section 15. SUBCONTRACTS.**

Unless otherwise specified, Contractor must obtain District’s written permission before subcontracting any portion of the Equipment. Except for the insurance requirements in 9.b, all subcontracts and orders for the purchase or rental of supplies, materials or equipment, or any other part of the Equipment, will require that the subcontractor be bound by and subject to all of the terms and conditions of the Agreement. No subcontract or order will relieve Contractor from its obligations to District, including, but not limited to Contractor’s insurance and indemnification obligations. No subcontract or order will bind District.

**Section 16. TITLE AND RISK OF LOSS.**

Unless otherwise agreed, District will have title to, and risk of loss of, all completed and partially completed portions of the Equipment upon delivery, as well as materials delivered to and stored on District property which are intended to become a part of the Equipment. However, Contractor will be liable for any loss or damage to the Equipment and/or the materials caused by Contractor or its subcontractors, their agents or employees, and Contractor will replace or repair said Equipment or materials at its own cost to the complete satisfaction of District. Notwithstanding the foregoing, in the event that District has paid Contractor for all or a portion of the Equipment which remains in the possession of Contractor, then District shall have title to, and the right to take possession of, such Equipment at any time following payment therefore. Risk of loss for any Equipment which remains in the possession of Contractor shall remain with Contractor until such Equipment has been delivered or District has taken possession thereof. Contractor will have risk of loss or damage to Contractor's property used in the construction of the Equipment but which does not become a part of the Equipment.

**Section 17. INDEMNIFICATION.**

A. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence or willful misconduct of Contractor, its officials, officers, employees, agents, subcontractors and subconsultants arising out of or in connection with the Equipment or the performance of this Agreement, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses except such loss or damage which was caused by the sole negligence or willful misconduct of the District.

B. Contractor's defense obligation for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the District, its officials, officers, employees, agents or volunteers shall be at Contractor's own cost, expense and risk. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against District or its officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse District and its officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

C. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its officials, officers, employees, agents or volunteers.

**Section 18. INSURANCE.**

a. General. Contractor shall take out and maintain:

i. Commercial General Liability Insurance, of at least \$1,000,000 per occurrence/  
\$2,000,000 aggregate for bodily injury, personal injury and property damage;

- ii. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, of at least \$1,000,000 per accident for bodily injury and property damage;
  - iii. Workers' Compensation in compliance with applicable statutory requirements; and
  - iv. If Contractor is also the manufacturer of any equipment included in the Equipment, Contractor shall carry Product Liability and/or Errors and Omissions Insurance which covers said equipment with limits of not less than \$1,000,000.
- b. Additional Insured; Primary; Waiver of Subrogation; No Limitation on Coverage. The policies required under this Section shall give District, its officials, officers, employees, agents or volunteers additional insured status. Such policies shall contain a provision stating that Contractor's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by District or any additional insureds shall not be called upon to contribute to any loss, and shall contain or be endorsed with a waiver of subrogation in favor of the District, its officials, officers, employees, agents, and volunteers. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement.
- c. Insurance Carrier. All insurance required under this Section is to be placed with insurers with a current A.M. Best's rating no less than A:-VII, licensed to do business in Nevada, and satisfactory to the District.
- d. Evidence of Insurance. Contractor shall furnish District with original certificates of insurance and endorsements effecting coverage required by the Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and may be emailed to rlr@ivgid.org. All certificates and endorsements must be received and approved by District before delivery commences. District reserves the right to require complete, certified copies of all required insurance policies, at any time.
- e. Subcontractors. All subcontractors shall meet the requirements of this Section before commencing work. In addition, Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- f. Freight. Contractor shall ensure that third party shippers contracted by Contractor have adequate insurance coverage for the shipped Equipment.

## **Section 19. DAMAGES**

District waives any and all claims for damages of any kind whatsoever against Axess and/or its employees due to a defect or faulty condition(s) as such waiver may be permitted by law. Axess shall not be liable to District for consequential damages and indirect damages such as lost or missed profit, business interruptions, lost orders, interest loss, damages payments, etc. Claims for damages as a result of willful misconduct or negligence are not excluded. For clarity, Section 10.a and 10.b of the GTC are deleted.

## **Section 20. LIENS**

- a. Contractor, subcontractors and suppliers will not make, file or maintain a mechanic's or other lien or claim of any kind or character against the Equipment, for or on account of any labor, materials, fixtures, tools, machinery, equipment, or any other things furnished, or any other work done or performance given under, arising out of, or in any manner connected with the Agreement (such liens or claims referred to as "Claims"); and Contractor, subcontractor and suppliers expressly waive and relinquish any and all rights which they now have, or may subsequently acquire, to file or maintain any Claim and Contractor, subcontractor and suppliers agree that this provision waiving the right of Claims will be an independent covenant.
- b. Contractor will save and hold District harmless from and against any and all Claims that may be filed by a subcontractor, supplier or any other person or entity and Contractor will, at its own expense, defend any and all actions based upon such Claims and will pay all charges of attorneys and all costs and other expenses arising from such Claims.

## **Section 21. TERMINATION OF AGREEMENT.**

A. Contractor Default. In the event of a default by Contractor in the performance of its obligations under this Agreement or an Order, District may terminate this Agreement and/or cancel such Order (as applicable), but only after: (i) providing Contractor with written notice of such default; (ii) allowing Contractor sixty (60) calendar days after Contractor's receipt of such notice to remedy such default.

B. District Default in Payment. Notwithstanding anything to the contrary contained in this Agreement (including the GTC), if District does not make an agreed upon payment within thirty (30) calendar days from the corresponding due date, Contractor shall have the right to terminate this Agreement and/or cancel such Order, as applicable, by written notice to District; provided, however, that District shall have a period of ten (10) days from District's receipt of such notice to remedy such default by paying the full amount of such missed payment. In the event this Agreement and/or an Order (as applicable) is terminated pursuant to this Paragraph 19(C), Contractor shall be entitled to charge and collect from District, ten percent (10%) of the gross Order of the amount of such missed payment, in addition to any other claims and rights Contractor may have against District. Notwithstanding the foregoing, in the event District fails to pay the Deposit upon its execution of this Agreement, Contractor shall have the right, but not the obligation, to immediately terminate this Agreement upon written notice to District.

Additionally, if District is in default with a payment for longer than thirty (30) days and such default is not cured in the applicable cure period, Contractor shall not be required to perform or provide any further services, delivery obligations, or warranty obligations for the duration of the delay.

C. District Default in Payment (Cont.). In the event of default of payment that is not cured within the applicable cure period set forth above, interest shall accrue on all amounts payable and outstanding at the rate of ten percent (10%) per year as well as dunning fee of USD 15.00 for each reminder. Any claims of District for retention and offsetting are excluded. District shall be solely liable for all costs incurred by Contractor to collect any amounts due under this Agreement, an Order and/or other agreement(s), including without limitation, out-of-court and in-court collection of claims and attorney's fees.

D. Non-Appropriations. Funding of the Equipment and Software is dependent on District budget appropriations set each District fiscal year. If necessary funds to continue with the Agreement are not allocated by the District, this Agreement shall terminate at the expiration of the resort's current operating season when appropriated funds expire. Parties agree that termination of the Agreement due to non-appropriation of funds in favor of another access control system or vendor is not permitted under the non-appropriation clause. District agrees to give Axess notice of such occurrence at least 90 days in advance of termination of the agreement under the non-appropriation clause.

**Section 22. MISCELLANEOUS PROVISIONS.**

- a. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address or at such other address as the respective parties may provide in writing for this purpose:

DISTRICT:

Incline Village General Improvement District  
893 Southwood Blvd.  
Incline Village, NV 89451  
Attn: Mike Bandelin  
  
775-832-1125

CONTRACTOR:

Axess America's, Inc.  
6443 Business Park Loop Road, Suite A  
Park City, Utah 84098  
Attn: Brian Brodbeck  
435-333-5700 Ext. 111

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

- b. Assignment or Transfer. Contractor shall not assign or transfer any interest in this Agreement whether by assignment or novation, without the prior written consent of the District, which will not be unreasonably withheld. Provided, however, that claims for money due or to become due Contractor from District under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy, without such approval.



Notice of any assignment or transfer, whether voluntary or involuntary, shall be furnished promptly to the District.

- c. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.
- d. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties. The GTC shall not be amended unless agreed to by District.
- e. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.
- f. Governing Law. This Agreement shall be governed by the laws of the State of Nevada. Venue shall be in Nevada state or federal courts. The application of the UN-convention on contracts for the International Sale of Goods (CISG) is explicitly excluded. References to Utah courts and law in the GTC are deleted.
- g. Interpretation. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.
- h. No Third Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.
- i. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective Party.
- j. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- k. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.
- l. District's Right to Employ Other Contractors. District reserves its right to employ other qualified contractors in connection with the Equipment.
- m. Limitation of Liability. In no event shall this Agreement be interpreted to waive the limitations of liability applicable to District set forth in NRS Chapter 41 or other applicable law.
- n. Boycott of Israel. Contractor is not currently engaged in, and during the duration of the Agreement shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in NRS 332.065.

- o. Term of the Agreement. This Agreement shall commence with the date of signature and shall continue for a minimum term of five (5) years. After five (5) years, the term of this Agreement will be automatically renewed for successive one (1) year periods. District may terminate this Agreement by providing written notice of termination to Axess at least three months prior to the expiration of the current term.
- p. Entire Agreement. This Agreement constitutes the entire agreement between the Parties relative to the Equipment specified herein. There are no understandings, agreements, conditions, representations, warranties or promises with respect to this Agreement, except those contained in or referred to in the writing.
- q. Confidentiality. Notwithstanding anything to the contrary in the GTC, the District may disclose any information received from Contractor to the extent required by applicable law, including the Nevada Public Records Act.

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

**INCLINE VILLAGE GENERAL  
IMPROVEMENT DISTRICT**

**AXESS AMERICA’S, INC.**

*Approved by:*

\_\_\_\_\_  
Tim Callicrate  
Chair

\_\_\_\_\_  
Brian Brodbeck  
Managing Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Oliver Suter  
Chief Sales Officer

\_\_\_\_\_  
Date

Federal ID No. 82-1341336



**INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT (IVGID)**  
**dba**  
**DIAMOND PEAK SKI RESORT**  
**REQUEST FOR PROPOSALS**  
**Radio Frequency Identification Procurement**  
**CIP 3499CE2201**

**July 29, 2022**

**SECTION 1 – REQUEST FOR PROPOSALS**

The Incline Village General Improvement District (IVGID) is requesting proposals presenting a solution to provide a radio frequency identification (RFID) system to the Diamond Peak Ski Resort (Project).

Complete Proposal Documents may be obtained at the IVGID Engineering office, or downloaded from our website at <https://www.yourtahoeplace.com/ivgid/resources/purchasing>. It is the Proposer's sole responsibility to obtain a complete set of documents.

All proposals will be evaluated by District Staff for responsiveness in accordance with the Proposal Evaluation Checklist, which is included with the Proposal Documents. Following this evaluation, District Staff will make a recommendation to the IVGID Board of Trustees at its next regularly scheduled Board Meeting, anticipated to be on August 31, 2022, to award a procurement contract to the most qualified responsive bidder.

The District reserves the right to reject any or all proposals and to waive any irregularities therein.

To request a copy of the Proposal Documents or if you have any questions concerning this procurement bid, contact the District Engineering Office at 775-832-1267.

**SECTION 2 INSTRUCTIONS AND GENERAL CONDITIONS**

**A. GENERAL PROPOSAL INFORMATION**

1. **SCOPE AND INTENT:** It shall be the intent of this Request for Proposal to select a vendor to present a solution to providing a radio frequency identification (RFID) system to the Diamond Peak Ski Resort currently utilizing RTP|One Point of Sale Software, basically consisting of:
  - a. Point of Access
    - i. Three (3) quad-chair access gantries
    - ii. One (1) double-chair access gantry
  - b. Point of Sale and Fulfillment
    - i. Up to twenty (20) Point of Sale stations and two (2) media dispenser stations
  - c. Software Integration to RTP|ONE Point of Sale

d. Services, Technical and Hardware Support

2. **Site Visit:** It is highly recommended that proposers make a site visit to Diamond Peak in order to familiarize themselves with the general layout of buildings, lift access points and other existing structures and to determine optimal locations for pick-up boxes, gantries, etc. Site visits may be coordinated by contacting Ski Resort Administrative Assistant Stephanie Koehler at 775-832-1177, or Diamond Peak General Manager Mike Bandelin at 775-830-1179. IVGID will not be responsible for any travel costs associated with this site visit.

**B. ANTICIPATED PROPOSAL PACKAGE:**

1. Proposals should include:

- a. Information on all suggested equipment, devices, software, services such as programming, project management, commissioning and transport, plus response times and location of your team for technical support.
  - b. An itemized price list of above equipment and support, including suggested quantities and any discounts to be offered.
  - c. Engineering schematics for installation of equipment, as appropriate.
  - d. Shop drawings of access gantry systems, including concrete pedestal, electrical and data connections and terminations.
  - e. A list of references of ski resort RFID installations in North America with # of years your RFID equipment has been installed there. Provide a minimum of four references including a current contact name, email address and phone number.
  - f. A response, in writing, to the proposed process for the following:
    1. Customer journey
    2. Product administration
    3. Access authorization
    4. RTP|ONE compatibility and proposed data flow
    5. Network outage contingency
    6. Technical support service level
  - g. A proposed date for completion of all work, including installation of equipment, training of District staff, and any troubleshooting required to provide a fully-working system.
  - h. Warranty information on all equipment.
2. To aid in the proposal evaluation process, the proposal package should also include product specifications, brochures, pictures and other support data for the equipment proposed.

**C. PROPOSAL RESPONSES:** It is assumed that all responses to this proposal specification are on behalf of the bidder acting either as an authorized dealer or distributor for the manufacturer of the items being proposed and that these responses are supplied by the manufacturer. If this is not the case, Proposer shall explain, in writing, in a statement to be included with the proposal.

**D. PROPOSAL EVALUATION:** All proposals will be evaluated to determine the most qualified responsive proposal. Proposal exceptions are permissible, provided that what the Proposer is

offering meets the intent of the proposal specifications, as determined by the Buyer. Following this evaluation, District Staff will make a recommendation to the IVGID Board of Trustees at its next regularly scheduled Board Meeting, anticipated to be August 31, 2022, to award a procurement contract to the bidder most responsive to the District's needs.

#### **E. SUBMISSION OF PROPOSALS**

1. Proposals are due by **2:00 p.m., August 10, 2022**, and may be delivered to the Public Works Department of the Incline Village General Improvement District (IVGID or District), 1220 Sweetwater Road, Incline Village, Nevada 89451, or emailed to RLR@ivgid.org.
2. Late, incomplete or unsigned Proposals shall receive no consideration.
3. The District assumes no responsibility for errant delivery of Proposals, including those relegated to a courier agent who fails to deliver in accordance with the time and receiving point specified.
4. Proposals may be withdrawn by written notice, provided the notice of withdrawal is received prior to the date and time stated in B.1.
5. Proposals are subject to acceptance at any time within sixty (60) days after the Proposal opening.
6. Prices quoted must be exclusive of Federal and State taxes, as IVGID is exempt from such taxes.

**F. OPEN MEETING LAW:** The Incline Village General Improvement District shall adhere to NRS 241 which provides that public business shall be conducted in an open meeting.

**G. DISCLOSURE OF PRINCIPALS:** Bidders shall complete and return with their Proposal response, the attached copy of the form titled "Disclosure of Principals."

**H. ACCEPTANCE AND/OR REJECTION OF PROPOSALS:** IVGID agencies shall reserve the right to accept or reject any or all resultant proposal response, or parts thereof, including but not necessarily limited to, alternatives offered. Such acceptance and/or rejection shall be based solely on the considered value of such offers to the District.

### **SECTION 3 PROPOSAL EVALUATION CHECKLIST**

**A.** Proposals will be reviewed by District staff based on the following considerations:

1. Suitability to Diamond Peak's layout
2. Suitability to Diamond Peak and IVGID business processes
3. Technical support and services
4. Proposed date for completion of installation and training
5. References of installations
6. Warranty Information
7. Pricing

**SECTION 4 - PRODUCT WARRANTY**

- A. General:** All warranty offerings from the manufacturer shall cover the quality of labor, workmanship and materials that go into the combination of components that make up the equipment. Warranty conditions and limitations considered standard in this equipment’s manufacturing industry are acceptable.
- B. Basic Warranty:** Total shall be covered for materials and workmanship for a minimum of one (1) year from the date of the Buyer’s first use.

All warranty work required during Diamond Peak’s operating season shall be completed as quickly as possible, and shall be at no cost to IVGID, including materials, labor, travel time, and travel expense and/or equipment transportation.

\*See RFP Response for Warranty terms.

**SECTION 5 PROPOSAL RESPONSE ITEMS**

The following is provided to meet Section 2.B.e, References. Attach additional pages if necessary.

Contact Name, Email, Phone Number	Name of Facility	#of year RFID in place
John Rice, <a href="mailto:jrice@sierraattahoe.com">jrice@sierraattahoe.com</a> (503)659-7453	Sierra at Tahoe	3 Years Software Provider: Siriusware
Tim Plumer, <a href="mailto:tplummer@mtbachelor.com">tplummer@mtbachelor.com</a> (541)610-3322	Mt. Bachelor	13 Years Software Provider: RTP
Mike Garipay, <a href="mailto:MGaripay@sugarbowl.com">MGaripay@sugarbowl.com</a> (847)312-7647	Sugar Bowl	2 Years Software Provider: RTP
Ryan Johnson, <a href="mailto:rj@skirose.com">rj@skirose.com</a> (775)997-3484	Mt. Rose	3 Years Software Provider: Siriusware
Anthony Flores, <a href="mailto:a.flores@deervalley.com">a.flores@deervalley.com</a> (541)420-6800	Deer Valley	2 Years Software Provider: RTP
Mel Stockwell, <a href="mailto:mstockwell@coppercolorado.com">mstockwell@coppercolorado.com</a> (720)624-9087	Copper Mtn.	4 Years Software Provider: RTP



The following is provided to meet Section 2.B.g, Proposed Date of Completion:

Proposer's anticipated completion date for all work: 11/20/2022

The following is provided as part of Section 2.D, for any exceptions. Attach additional pages if necessary:

NO EXCEPTIONS

Four horizontal lines for additional text or attachments.

The following is provided as part of Section 2.E, Submission of Proposals:

Firm Name: Axess

Signature of Bidder: \_\_\_\_\_

Date: 08/09/2022

Phone # 720-795-6768

Title: Managing Director

Email: b.brodbeck@teamaxess.com

The following is provided as part of Section 3.A.7; include anticipated complete project price in both words and numbers:

In Words: Three-hundred fifty-one thousand five hundred twenty-eight and 10/100

Horizontal line for additional text.

In Numbers: \$351,528.10

**SECTION 6 DISCLOSURE OF PRINCIPALS**

**PRINT OR TYPE:**

Firm Name: Axess

Address: 6443 Business Park

City, St, Zip: Park City , UT 84098

Date Business Started: 1 9 9 8

Principal Address of Company: 6443 Business Park Loop Road,,Park City, Utah



**NAMES OF OFFICERS, MEMBERS, OR OWNERS OF CONCERN, PARTNERSHIP**

Name: Oliver Suter Official Capacity: CSO/Member of the Board

Address: 6443 Business Park Loop Road,  
Park City , UT 84098

Name: Brian Brodbeck Official Capacity: Managing Director/Secretary

Address: 6443 Business Park Loop Road,  
Park City , UT 84098

Name: Lars Wolf Official Capacity: Chief Financial  
Officer/Finance Officer

Address: 6443 Business Park Loop Road,  
Park City , UT 84098

**END OF PROPOSAL DOCUMENT**





## Project Summary

<b>Project Number:</b>	3499CE2201
<b>Title:</b>	Installation RFID - Software and Gantries
<b>Project Type:</b>	G - Equipment & Software
<b>Division:</b>	99 - General Administration - Ski
<b>Budget Year:</b>	2023
<b>Finance Option:</b>	
<b>Asset Type:</b>	CE - Communications Equipment
<b>Active:</b>	Yes

<b>Project Description</b>			
This project consists of the implementation of Radio-Frequency Identification systems at Diamond Peak Ski Resort for ski lift access verification.			
<b>Project Internal Staff</b>			
Mountain Operations, Revenue office and District Information Technology staff will assist with the installation.			
<b>Project Justification</b>			
This project was presented and proposed during the District's Board of Trustees budget workshops pertaining to 2022/2023 and 5 year Capital Improvement Projects Plan. The project was discussed and unanimously supported by the Trustees of the District.			
<b>Forecast</b>			
<b>Budget Year</b>	<b>Total Expense</b>	<b>Total Revenue</b>	<b>Difference</b>
2023			
Installation	410,000	0	410,000
Year Total	410,000	0	410,000
	<b>410,000</b>	<b>0</b>	<b>410,000</b>
<b>Year Identified</b>	<b>Start Date</b>	<b>Est. Completion Date</b>	<b>Manager</b>
2022			Ski Resort General Manager
			<b>Project Partner</b>



# Ski Resort Management Solution

**Axess – Smarter Solutions for a Digital Planet**



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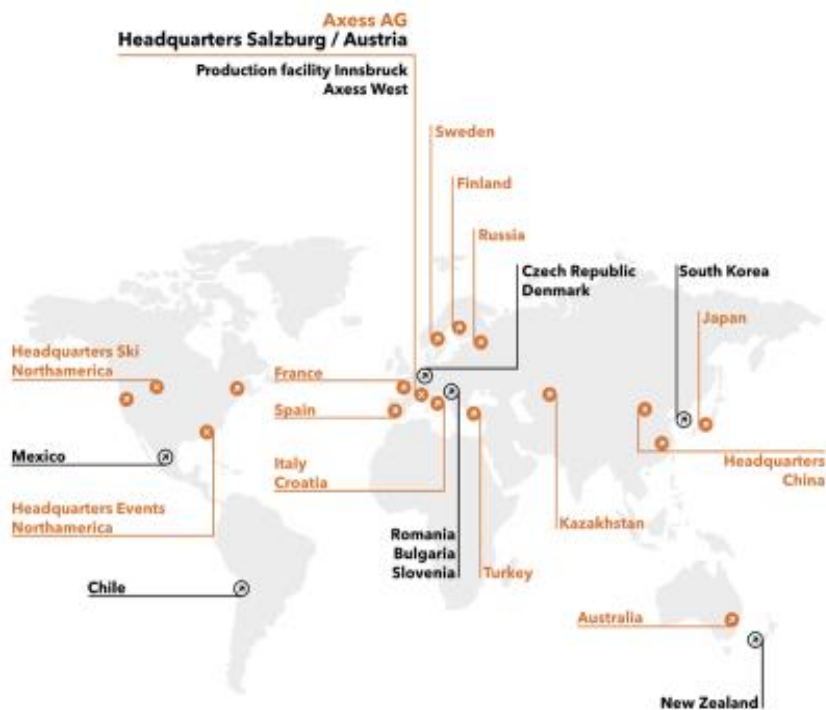
# 1 Company Profile

Founded in 1998, Axess is a leading international manufacturer of solutions for ticketing and access control. With worldwide facilities for distribution and support, Axess has the knowledge and resources to design, develop and manufacture modern solutions. Innovation, international experience and diverse products, processes and services form the core of our corporate strategy.

Our main guiding principle is to offer the best technical and commercial solutions for our customers and to meet their requirements after careful analysis utilizing our expert knowledge. Wherever possible, Axess sticks to industry standards and design systems with open standard interfaces.

The Axess headquarters is located in Anif/Salzburg, Austria while the Axess Hardware and Smart Card manufacturing is in Innsbruck, Austria. Additionally, Axess operates 14 global subsidiaries worldwide including Axess Americas and Axess Canada in North America.

## 1.1



\*All orange markers are Axess offices, all black markers represent official resellers.

## 1.2 Axess Headquarter – Anif / Salzburg - AUSTRIA

- > Management, Marketing & European Sales
- > Hardware- and Software Development
- > Project Management and Training
- > Quality Assurance
- > 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> Level Support



### 1.2.1 Axess Factory – Innsbruck / Tirol - AUSTRIA

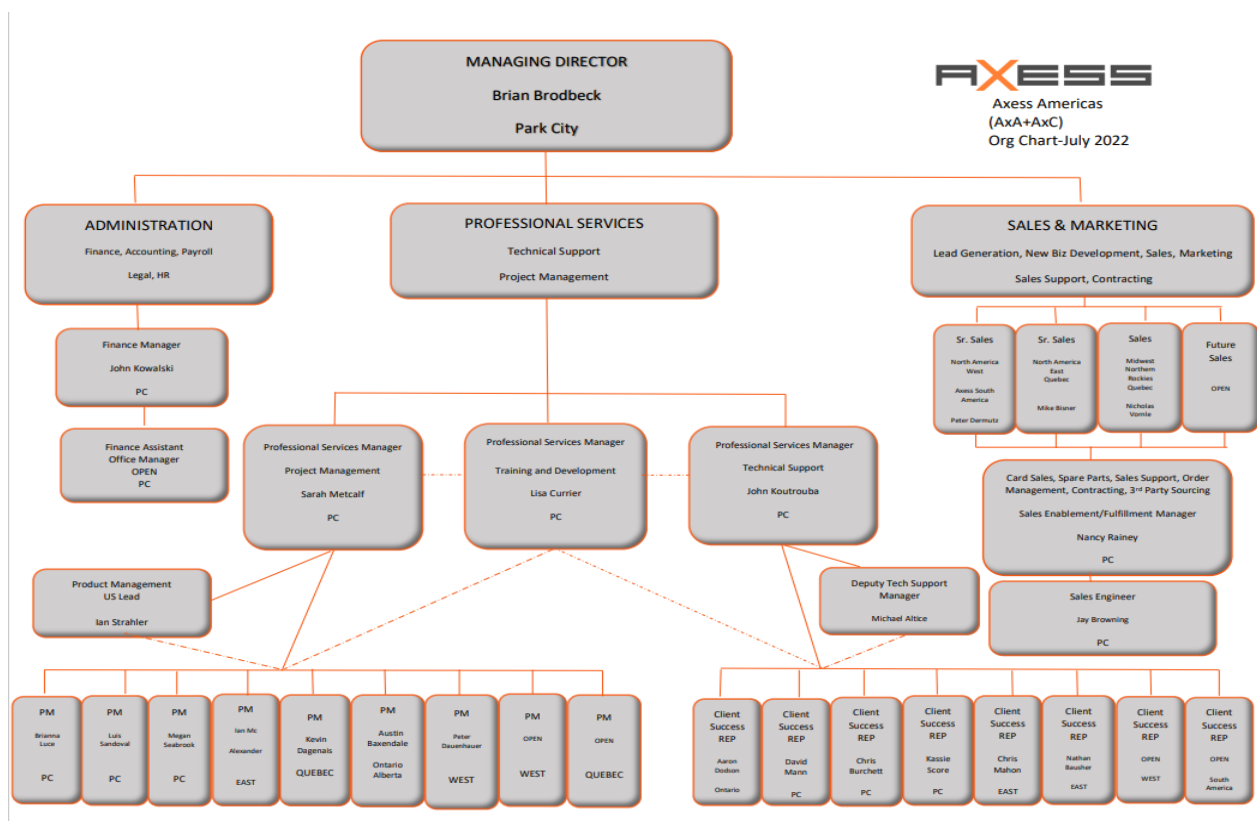
- > Production of hardware components and Smart Cards
- > Offset printing machines, ticket production
- > Laminating and segmentation, production of chip cards
- > Hardware production, pre-configuration
- > Quality Assurance



## 1.2.2 Axess Americas

- > U.S. Subsidiary of Axess AG dedicated solely to the North American ski market
- > U.S. Headquarters located in Park City, Utah
- > Sales, Administration and Logistics, Product Management, Project Management and 1<sup>st</sup>/2<sup>nd</sup> Tech Support
- > 31 total North American employees, directly employed by Axess Americas (not resellers)
- > 21 total Professional Services employees geographically positioned across North America to provide strategic, fast and efficient professional services through 6 North American Time Zones.
- > Open partnerships and integrations with all MAJOR North American ticketing application providers.
- > Axess Events- the Axess Americas sister subsidiary serving the professional sports, collegiate and fitness/amusement verticals with access control solutions at over 50 major sports stadiums, 10 collegiate stadiums, and 100 fitness clients.

### 1.2.2.1 Axess Americas Organizational Chart



## 1.3 Service Organization

A central component of the Axess value proposition in North America is the Axess Professional Services Team. Comprising over two-thirds of the entire North American staff, the Axess staff of Project Managers and Client Success Support representatives, have over 150+ years of ski industry experience working either at a ski resort AND/OR for a technology supplier serving the ski industry. Our philosophy



is to hire passionate and smart candidates that thrive in and are passionate about the ski industry. This translates to a tenured and experienced technical staff that bring years of experience implementing Axess solutions at resorts big and small with operations from simple to complex. Axess has purposely chosen to hire and locate our tech services staff strategically around the country to provide our clients with geographically positioned support resources across North America to provide fast and efficient Axess Professional Services across 6 North American Time Zones.

The Axess Professional Services team uses cutting edge tools and processes to help implement and support your Axess solution. From client facing project management tools that help track, manage and communicate with our clients during the implementation process to a world-class help desk support tool with ticket/issue tracking and status notifications along with a customer facing portal, the Axess team utilizes the best technology to help make your implementation and system support fast, efficient and dependable.

## SOFTWARE SERVICE

The ski resort vertical is a strategic and very important market for Axess. Together with our customers, we continuously develop new functionalities based on current technologies. The collective power of a large Axess client base participating in and providing improvements to the functionality of the Axess platform is a massive advantage for clients on the Axess platform. Our standard maintenance agreement covers the provision of a Help Desk, error analysis & bug fixes, software updates, and additional upgrades to new software versions with the same functional scope via remote access using the Internet. Hardware upgrades, spare parts and other consulting and/or support services onsite are not included in the maintenance agreement but can be added on an individual basis. All suggestions from existing and new customers are collected, evaluated, and prioritized into the Axess Development Road Map. Each season multiple new software versions are compiled from the new developments and made available to all our customers. Once an update is released, your tech services teamwork with resort staff to jointly schedule the upgrade during non-business hours.

### 1.3.1 SOFTWARE RELEASE MANAGEMENT

To implement customer-specific requirements and to deliver software with the highest quality standards, Axess releases two major software versions per year. Enhancements, modifications, and bug fixes are planned and communicated depending on project requirements as well as product development for each release. Minor updates with bug fixes and smaller feature additions are released monthly.

### 1.3.2 MAINTENANCE FOR SYSTEM COMPONENTS

Thanks to the modular system structure of Axess systems any exchange, replacement and maintenance of system components is simple and can be done by the customer without relying of Axess technicians. Maintenance costs can be significantly reduced by proper care and upkeep. How to service the Axess hardware is explained both during an onboarding training as well as in manuals that can be provided upon request.

### 1.3.3 PROJECT IMPLEMENTATION SERVICES

Every Axess installation is planned and processed by a project manager utilizing an Axess specific project methodology developed according to IPMA standards. The customer provides a resort contact person (Project Manager or System Admin) who can make decision, gather resort resource and assign internal responsibilities based on function. This allows the Axess project manager to communicate with a single point of contact that can coordinate with their team and supervise the installation and commissioning of the Axess system as well as any connected systems.

We focus on our customer's needs and assist with advice regarding feasibility and required technologies after a careful analysis of all requirements. Our target is always to create a collective solution concept with a detailed project course known to and embraced by the resort's System Admin. Review meetings

are set up to discuss milestones, assigned responsibilities, project targets and potential problems must that be solved prior to go live.

### **1.3.4 SITE PREPARATION & START-UP**

The site preparation is the responsibility of the resort, up to and including wiring, network infrastructure and all pre-project civil engineering. Axess provides support in location planning and may perform a pre-install site acceptance with the client to double-check the preparations before delivery of the equipment. All Axess hardware will be supplied preprogramed, tested and tagged with the name of the install location (i.e. plug & play). Assembly of hardware components on site is customer's responsibility. Our team will perform the system start-up (if agreed in the contract) on site. During this start-up phase, The Axess Professional Services Team train the operating personnel in normal operation, maintenance, and troubleshooting of the system.

## 1.4 References

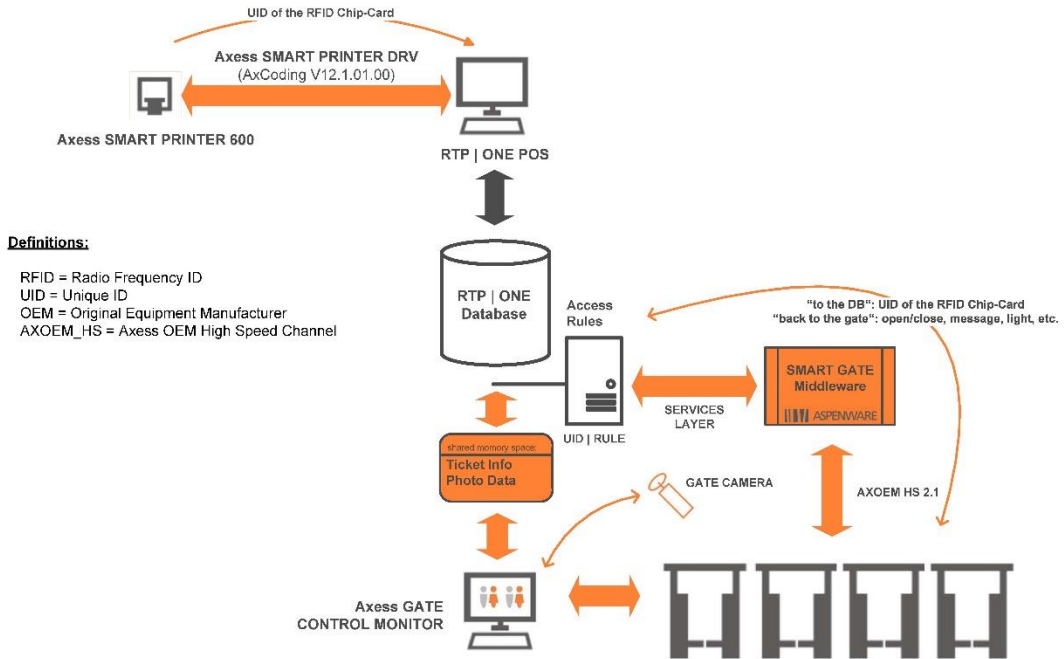
- > Worldwide over 500 Ski Resort installations in over 30 countries
- > 125+ total Axess clients in North America:

Customer by POS provider						
SmartPOS	Stand Alone Validation	ResortSuites	RTP	Online Validation (OEM)		SELF-HOSTED DATACENTER
	Siriusware			InTouch	Paradocs	
Alta	Big Bear	Smuggler's	Alyeska	Berkshire East	Owl's Head	Big White
Bolton Valley	Big White	Giant's Ridge	Aspen	Blue MT	Orford	Mt. High
Catabogie	Brighton		Big Sky (UHF)	Bousquet		
Caledon	Bromley		Boreal	Catamount		
Hermitage	Camelback		Boyne Highlands	Eaglecrest		
Hilltop	Camp Fortune		Boyne Mountain	Gunstock		
MSLM	Cascade		Copper	Ski Big Bear, PA		
Montage	Crystal Mt, MI		Deer Valley	Sundance		
Mohawk	Cypress Mountain (UHF/OEM)		Homewood			
OHSU	Eldora		Killington			
Powderhorn	ELK		Lee Canyon (UHF)			
Vallee Du Parc	Granite Peak		Loon Mt (UHF)			
Val St Come	Grouse		Marmot Basin			
Mt Blanc	Jay Peak		Mt Bachelor			
Mt Edouard	Jiminy Peak		Red Lodge			
Mt High	June Mt		Revelstoke			
Ragged	Les Sommets		Steamboat (PUBS only)			
Valinouet	Lutsen		Sugar Bowl			
White Pass	Mammoth		Sugarbush			
Yellowstone Club	Mt. Rose		Sugarloaf (UHF)			
Tamarack	Mt. Seymour		Sunday River (UHF)			
	Mt. Sutton		Tremblant			
<b>New for 2022</b>	Mt. Washington		Windham			
Bear Valley	ORDA Belleayre		Winsport			
Horseshoe	ORDA Gore		WWPC (UHF)			
	ORDA Whiteface		Squaw (Pubs only)			
	Pat's Peak		Winter Park (Pubs only)			
	Sierra at Tahoe		<b>New for 2022</b>			
	Snowbird		Silver Star			
	Timberline		Summit at Snoqualmie			
	Wachusett		Wolf Creek			
	Wintergreen		Telluride			
	Wisp		Grand Targhee			
	Buttermut Basin					
	Caanan Valley					
	Greek Peak					
	Holiday Valley (Barcode PUBs)					
	Massanutten					
	Monarch					
	Red River					
	Schweitzer					
	<b>New for 2022</b>					
	Bogus Basin					
	Bromont					
	Holiday Valley					
	West Mountain					

## 2 System Architecture

Two interfaces to the RTP system are available: Smart Link and Direct Interface

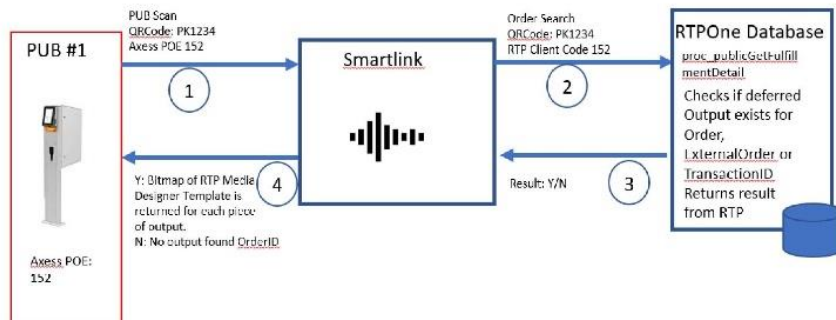
### Axess Integration with RTP|ONE “CENTRAL DB GATE VALIDATION“



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## Functional Summary – Axess PUB

Smartlink is used as the middleware for the Axess PUB just like the Axess gates. An updated version of Smartlink is needed that supports the PUB in addition to the gates. The flow of data from the PUB to the RTPOne db is illustrated below and additional information related to Smartlink configuration can be found several pages down in this document.



## 3 Printer

### 3.1 Axess SMART PRINTER 600

Axess SMART PRINTER 600 combines modern design and high performance. Print, delete, encode, and read tickets in the ISO 15693 and ISO 14443 format within one extremely fast step. Print customized designs, logos, and texts using a direct thermal printing process. Axess SMART PRINTER 600 is a robust device, designed for continuous operation and comfortable, easy setup and maintenance via a LAN connection.

- > Extendable ticket tray, integrated ticket stacker, three-color status light
- > Fast processing of ThermoReWrite cards
- > Fast printing of BC cards
- > Thermal print head with 300dpi
- > Any fonts, alignment, and graphic printing
- > Ticket formats ISO 15693 and ISO 14443
- > LAN (100MB/1GB) and RS 232 interface; Configuration and software download via website



### 3.2 Axess Smart PAD 600

Axess SMART PAD 600 allows reading and writing of configured data from and to RFID-cards and RFID-transponders in tags or other objects. All supported types of transponders are automatically read by the Axess SMART PAD 600 and are treated according to their respective protocol.

- > debiting of values: money or value points
- > crediting of values or bonuses
- > encoding permissions; reading customer number
- > Ticket formats ISO 15693 and ISO 14443
- > RS 232 or optional USB interface, USB keyboard wedge



### 3.3 Axess PICK-UP BOX

The Axess PICK-UP BOX 600 is our ticket fulfillment machine for the issuing of tickets that were pre-purchased via the resort's e-commerce website. The guest can avoid queuing at the ticket windows to pick up their RFID ticket and instead can simply scan the barcode from a Print@Home voucher or a mobile device at a PUB located on the entry path to the lifts. The ticket is printed immediately without requiring further user input, which allows for a very quick pick-up process without having to wait in line at the ticket window.

- > Axess SMART SCANNER 600; 2D bar code scanner,
- > Moving reading support
- > Voucher in form of an e-ticket on Mobile devices Smart Watches
- > 7" LCD touch screen; for interaction with guest and service, advertisement and information
- > Weatherproof in roofed location, easy maintenance
- > Axess SMART PRINTER 600; Ticket stacker for up to 350 tickets



## 4 Point of Control

Axess solutions are focused on customer comfort, allowing the guest to focus on the pleasure of skiing. They are designed to be easy for users and operators and make the ticket check a fast and efficient procedure.

A special advantage of the AX500 System is the modular construction. All of the main components are constructed in the same way. This makes trouble shooting easier (replacement of outside components) and enables adaption. Even the future use of new technologies, which are not available today, will be possible without replacing the whole construction.



### 4.1 AX 500 Smart Gate

The Axess AX500 Smart Gate can not only be mounted on special ground mount pallets, but also hung from an Axess built hanging “Gantry” gate mount. The unit is fully height adjustable as snow levels rise and offers a boom mount that swings the entire gate array out of the path of the maze allowing snow cats to groom the skier maze in and around the gates without hitting and damaging them at night and in snowstorms with reduced visibility.

Axess has also developed a proprietary barrier that increases the comfort of the guest while providing a faster throughput of skiers to the lift. Rather than utilize a traditional rotary turnstile arm that tends to catch ski equipment as skiers push through the rotary barrier and slow skier’s ingress to the lift, the trademark Axess Flap modules make gate access fully contactless by utilizing a barrier that opens outward like a set of double entry doors. The ingress functionality of the Flap barrier was developed specifically with an elevated guest experience in mind to match the speed of skiers and riders sliding on snow through an access control gate.

The modular concept of the Axess gates allows for easy upgrades to the access control system and a customized solution for each customer.

- > Convenient access through Flap Gate or turnstile
- > automatic opening and closing via sensors
- > Transparent long-range double- or one-side antenna, optional with a client-specific layout for marketing purposes
- > Modern LINUX® Industry-controller, more than 1.000.000.000 transactions to be stored offline in case of connectivity issues
- > Color display, 3-Colour-LED-traffic light and an acoustic signalization

## 4.2 LANE CONTROL MONITOR AND CAMERA

The Lane Control Monitor allows the checking of personalized cards (e.g. season passes) and non-personalized cards (e.g. daily tickets). The Gate Camera takes pictures from a distance, while the Lane Control Monitor software displays those pictures so they can be manually compared by the ski resorts staff.

- > Up to 6 lanes covered by one camera
- > Option to display select ticket parameters
- > Adjustable filters, e. g. person types, ticket types...
- > Photo history
- > Allows for manual opening or blocking of gates with the press of a button



## 4.3 Reporting

All usage data will be forwarded to RTP, all data is centralized, and all reports will be provided within the RTP system.



## 5 Smart Cards

### 5.1 AX 500 Smart Card <sup>One Way</sup>

- > Layout design in 4-color offset printing
- > Rugged under mechanical stress
- > Any type of ticket possible such as event tickets, day- or multi-day passes, reducible timecard, points card
- > Data memory segmented to customer specifics:
- > Imprint of selected ticket data via thermo direct printing
- > Optional: Hole punch for card holding clips, cords, ...
- > Password and Privacy protection
- > ISO 15693 RFID-Chip



### 5.2 AX 500 Smart Card <sup>Stripe & FULL</sup>

- > Identification card with a lifetime up to several years
- > Layout design for 4-color Offset print
- > All tickets programmable, e.g. point value tickets, personalized tickets, time value tickets, debit cards
- > Customized data memory; up to 5 authorizations for ticket and person data programmable
- > Rugged against mechanical abrasion, direct daylight, and liquids (also sweat)
- > Imprints in Thermo Rewrite printing can be repeatedly printed and erased
- > Printable area provided as TRW-Stripe or FULL Surface on front of the ticket
- > Optional: Back fully printable; back with additional imprint of WTP-number or QR-Code
- > RFID-Chip ISO 15693
- > Password and Privacy protection



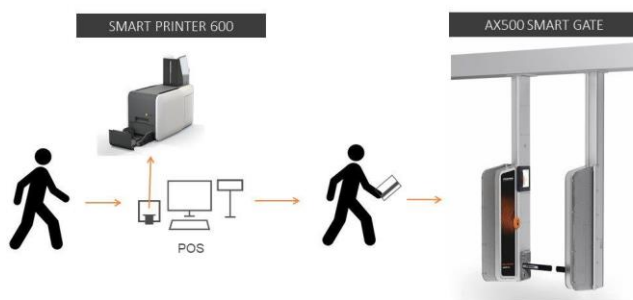
## 6 RFP Specific Request

### 6.1 Customer Journey

In this instance, Axess is the Hardware supplier providing printers, Pick-Up Boxes and gates, while other companies like RTP will provide all software modules (points of sale, rental, ski school etc.). The customer journey always starts with the software provider. Within this process, Axess will provide a very easy way of picking up already purchased tickets and a fast and contactless access control system.

The following three use-cases will be significantly improved with the use of Axess equipment:

On-site Sales



1. Guest purchases a ticket on the point of sale.
2. A RFID ticket is issued by the Axess SMART PRINTER 600.
3. The guest takes the ticket (usually a pocket on their left side) to the lift.
4. An AX500 SMART GATE will read the ticket and allow the guest to proceed to the lift. No further action from the guest is required.

Online Sales (New Customer)



1. A Guest purchases a ticket online on the web shop. They receive a confirmation mail with a pick-up code (usually QR code).
2. The guest can pick up their RFID ticket at the point of sale or at the PICK-UP BOX 600.
3. Once the guest has picked up their ticket, they can proceed to the AX500 SMART GATE.

Online Sales (Returning Customer)



1. A guest who already has a RFID ticket can reload it on the web shop.
2. The guest can proceed directly to the AX500 SMART GATE, without needing to stop by the point of sale or PUB.

## 6.2 Reference List

Contact Name, Email, Phone Number	Name of Facility	#of year RFID in place
John Rice, <a href="mailto:jrice@sierraattahoe.com">jrice@sierraattahoe.com</a> (503)659-7453	Sierra at Tahoe	3 Years Software Provider: Siriusware
Tim Plumer, <a href="mailto:tplummer@mtbachelor.com">tplummer@mtbachelor.com</a> (541)610-3322	Mt. Bachelor	13 Years Software Provider: RTP
Mike Garipay, <a href="mailto:MGaripay@sugarbowl.com">MGaripay@sugarbowl.com</a> (847)312-7647	Sugar Bowl	2 Years Software Provider: RTP
Ryan Johnson, <a href="mailto:rj@skirose.com">rj@skirose.com</a> (775)997-3484	Mt. Rose	3 Years Software Provider: Siriusware
Anthony Flores, <a href="mailto:a.flores@deervalley.com">a.flores@deervalley.com</a> (541)420-6800	Deer Valley	2 Years Software Provider: RTP
Mel Stockwell, <a href="mailto:mstockwell@coppercolorado.com">mstockwell@coppercolorado.com</a> (720)624-9087	Copper Mtn.	4 Years Software Provider: RTP

## 6.3 Product Administration

Since Axess is not providing the POS software, the entire product administration is within RTP. Any configuration (new product, change of product, pricing etc.) is done in the RTP System.

No configuration beyond the initial setup is required in the Axess system.

## 6.4 Access Authorization

See System Architecture.

When a ticket is issued on an Axess Printer at the ticket window or in the Pick Up Box, the printer reads the chip ID and transfers it to RTP. RTP stores this ID in their database. When a ticket is scanned, the Axess reader will forward the chip ID to RTP. RTP goes through the validation process and the sends a

package back to the gate, which will tell the gate to either open or stay closed, which message to display for the customer, which colour to display and which acoustic signal to play. This transaction takes place in real time and the gate receives a response in less than a second.

## 6.5 RTP|ONE Compatibility

See 2. System Architecture

## 6.6 Network and Outage Contingency

In case of a network issue, the gates will go into an “Emergency Mode” and open for any ticket that is scanned. During this Emergency Mode, all transactions are stored directly on the gate in the Axess Controller. As soon as the network connection is re-established, all data is pushed to RTP.

The Pick Up Box is not operational during a network outage, as it will try to check the validity of the voucher on the RTP server for each ticket it should produce. The only option during the outage is visiting a ticket window for ticket fulfilment of e-commerce purchases.

## 6.7 Technical Support Service

The Axess Professional Service team operates a helpdesk and hotline for issues that arise in the daily operation of the Axess System. Services included in Axess maintenance are the maintenance of Axess software and firmware in the form of an annual version update and a troubleshooting/bug fix service to mitigate unknown errors or bugs in the software. Axess Hardware support includes the troubleshooting of any hardware errors that may arise in the normal operation of the Axess Gates/Printers/PUBS et al. Axess maintenance services do not include spare parts.

The Axess Helpdesk for user questions is available to assist Axess customers M-F 8 am to 8 pm (EST). The Axess hotline extends regular Help Desk hours to weekends and public holidays and is available in addition to standard help desk hours for urgent issues, on weekends and public holidays from 8 am to 8 pm (EST).

In addition to standard support services, Axess offers advanced technical consulting services designed to address advanced issues specific to ski resort operations.

## 6.8 Scope of Work

See attached document “Axess Installation Process”

## 6.9 Estimated Delivery Schedule

The following schedule is an estimate and is based on receiving verbal confirmation of award for this project by not later than August 20<sup>th</sup>, 2022.

Printers, Pick Up Boxes, Gates	- by November 5th
Gantries	- by October 20 <sup>th</sup>
Cables, Power Data Boxes, network equipment for gates	- by October 15th

## 6.10 Warranty

Axess is willing, for a period of 12 months from the Delivery Date, or, if commissioning is part of the Agreement, upon the issuance of a declaration of operational readiness by Axess, to replace or refurbish

defective parts or components with no cost to the Customer, unless such defects or inoperability are a result of improper care or equipment abuse resulting in premature wear and tear by Customer.

## 6.11 Why Axess?

We are the market leader for a reason. With over 125+ ski resorts utilizing the Axess technology stack in the US and Canada, Axess is the undisputed North American Market Leader of RFID Access Control and ticket fulfilment technology. Simply put, the majority of ski resorts who have chosen to move to RFID ticket scanning have chosen Axess for a reason, and in most cases, for many reasons. Here are the top five reasons why we believe Axess is the perfect access control solution for your ski resort.

1. Our clients are the experts. The deep Axess client roster translates to more user input from both large and small resorts. This approach results in a product stack that develops over time and stays relevant to the way that you run your business. A prime Axess example of this philosophy in action is the introduction of the industry changing Axess Flap-Arm gate barrier. Developed in coordination with an Axess client to improve the guest experience and skier comfort, the Axess Flap-Arm revolutionized gated access control for the global ski industry and is a major reason why Axess has adopted customers at 10x the rate of our competitor(s) and have taken a dominant market leader position in the global access control market.
2. Product forward. Axess leads the market in every product category with leading solutions designed to future-proof your resort. From innovative software that enhances and complements the world-class Axess hardware suite, to forward thinking functionality intelligently developed to bolster resort operations, the Axess portfolio is an investment that will drive efficiency, profitability and partnership for years to come.
3. Our people, our competency, your advantage. The Axess Professional Services team is built from ski industry professionals with over 150+ years of cumulative experience having either worked at a ski resort or with an industry technology provider-and in most cases BOTH. They are highly competent with both Axess solutions and industry operations, uber passionate about the ski industry and its' clients and are strategically located near to your resort. By employing a strategically located, highly trained and competent project management and technical support apparatus, Axess helps their customers utilize our solutions with a high uptime, fast and efficient support, and a best of breed consultative approach that applies the collective insight of a large user base to best practice across the entire Axess client portfolio. This support methodology is in direct contrast to our competitor's support model who often times use third party resellers to try to provide services of the same scope and competency as the Axess Professional Service team.
4. Modularity is the name of the game. The Axess hardware is modular, allowing for easy maintenance repairs and upgrades. This results in more uptime that lets your staff shift focus to customer service as a priority.
5. Client/Partner/Axess 360 partnerships. Axess aligns our client's best interest in front position by maintaining an open integration philosophy to 3<sup>rd</sup> party systems. Be it a competitive software offering or an alternate hardware offering, at the request of our clients Axess has developed and now maintains over 450 worldwide partner integrations to our technology stack.

**Axess, Smarter Solutions for a Digital Planet.**



## Annex A

### Diamond Peak Ski Resort

1210 Ski Way  
89451-9204 Incline Village  
UNITED STATES

Your contact:  
**Peter Dermutz**

Phone: +1 310 234 0484  
Fax:  
Mobile phone: +1 310 980 2826  
Email: p.dermutz@teamaxess.com

Date: 02.08.2022  
Requested delivery date: 15.11.2022  
Offer valid to: 01.09.2022

article	description	item qty	item price	consumer discount	total price
<b>POINT OF SALE</b>					
<b>AXESS PRINTERS &amp; PADS</b>					
Axess SMART PRINTER 600 BASIC	Ticket printer basic unit with 200 dpi thermal print head, ticket feeder, 200 mm ticket stack, RS232 and LAN interface, integrated ticket tray, incl. SmartCard reader module for ISO 15693&14443 A/B and external 24 VDC power supply;	20	USD 2,980.00	15.00%	USD 50,660.00
Axess SMART PAD 600 KW	Desktop coder with integrated SmartCard reader module for ISO 15693&14443 A/B, USB interface, keyboard wedge;	optional	USD 179.00		USD 0.00
<b>TICKET VENDING MACHINES</b>					
Axess PICK-UP BOX 600	Smart post made from anodized aluminium, integrated distributor box, climate controller, Smart printer: 200dpi thermal print head, ticket feeder and 200mm ticket stack, integrated Smart Card reader module for ISO 15693 & 14443 A/B Chip Cards, Controller module TFT with integrated 2D ticket scanner, useable barcode types: 1D, 2D and 2D barcodes on mobile phone, incl. 110/230 VAC / 10A external power supply;	2	USD 11,017.00	15.00%	USD 18,728.90
PUB MOBILE STAND	Base plate for PICK-UP BOX, 450 x 780mm, powder-coated, gray, incl. 4 pcs. approx. 1cm spacer plates (feet);	2	USD 547.00		USD 1,094.00
<b>Subtotal</b>				<b>14.80%</b>	<b>USD 70,482.90</b>

<b>POINT OF ENTRY</b>					
<b>SMART GATES NG</b>					
AX500 SMG LEFT POST	Left Smart Gate Post made from anodized aluminium, integrated distributor box, climate controller, light signals, connectors for module sections and blind covers; available mounting options: floor, gantry or pallet (without gantry construction and pallet);	14	USD 1,686.00	15.00%	USD 20,063.40
AX500 SMG RIGHT POST	Right Smart Gate Post made from anodized aluminium, integrated distributor box, connectors for module sections and blind covers; available mounting options: floor, gantry or pallet (without gantry construction and pallet);	14	USD 1,307.00	15.00%	USD 15,553.30
SMG FLAP MODULE	Left and right flap module, 20 cm flap arms, electronic board, speed and position software controlled, optical passage sensors for closing command;	14	USD 3,958.00	15.00%	USD 47,100.20
SMG ANTENNA	Antenna with transparent plates and foil (Axess logo), shielding plate with anodized aluminium bracket; including long range ISO 15693 reader for SmartCards, self tuning, lane multiplexer and anti-collision function;	14	USD 2,551.00	15.00%	USD 30,356.90
SMG CABLE ASSEMBLY	Smart Gate cable assembly consisting of 20m power cable and 20 m shielded data cable; (different lengths may change the price);	14	USD 400.00		USD 5,600.00

article	description	item qty	item price	consumer discount	total price
SMG NG PROTECTION COVER	Protection cover for AX 500 Smart Gate NG, left and right post, covers for hanging or floor mounted Smart Gates depending on the used version;	optional	USD 194.00		USD 0.00
<b>Axess GANTRY FRAME</b>					
Axess GANTRY FRAME 600 / 2 LANE.	Construction for overhead installation of 2 Axess Smart Gate Gantry, Turnstile or Flap;	1	USD 7,500.00		USD 7,500.00
Axess GANTRY FRAME 600 / 4 LANE.	Construction for overhead installation of 4 Axess Smart Gate Gantry, Turnstile or Flap;	3	USD 12,500.00		USD 37,500.00
<b>Axess MODULES</b>					
Axess CONTROLLER 600	Axess Controller Module with ARM Cortex - A9-800MHz Dual Core Processor, 4GB Flash and 1GB RAM Memory, 7 "LCD Touch Color Display resolution 800x480 IPS, luminance 800cd / qm, LAN 100MB / 1GB, CAN, 2xUSB, COM interfaces, loudspeaker for audio output, I / O input and output for external devices from third parties;	14	USD 1,956.00	15.00%	USD 23,276.40
<b>COMMUNICATION &amp; MONITOR</b>					
AX500 COM.-UNIT BUNDLE	Axess specific communication unit for TCP/IP network connection consists of 8-port switch and managed up-link switch;	4	USD 400.00		USD 1,600.00
TABLET PC CONFIGURATION	Axess Tablet PC installation and configuration: Operating system Microsoft Windows 10 PRO, Axess Lane Control Monitor Program, creation of different user profiles;	4	USD 139.00		USD 556.00
AX 500 GATE CAMERA NG	HD network camera, resolution 1920x1080, minimum lighting conditions 0.12 lux, operating temperature -30 ° C to + 55 ° C, remote focus and zoom, protection class IP66, Power over Ethernet 44 - 57 VDC, mounting bracket, incl. POE (power over ethernet) injector and patch cable 2m;	4	USD 819.00		USD 3,276.00
GATE CAMERA CONFIGURATION	Configuration of AX 500 Gate Camera and lane control monitor;	4	USD 611.00		USD 2,444.00
AX500 POWER SUPPLY	110/230 VAC / 24 VDC / 10A power supply, external;	14	USD 353.00		USD 4,942.00
AXESS POWER & DATA BOX	Box for power supplies and network components;	4	USD 3,000.00		USD 12,000.00
OUTDOOR MOUNT POWER BOX	Outdoor mount for power & data box per lift;	optional	USD 540.00		USD 0.00
UPS 1500VA - POWER BACKUP	1500 Watt, Uninterruptable Power Supply, Surge protector for all equipment, per POE (max. 5 gate per point of entry);	4	USD 599.00		USD 2,396.00
Axess TABLET PC LANE MONITOR PRO	XPLORE : XPAD L10 Tablet, 10.1" sunlight readable display with touch, Intel Pentium (Apollo Lake), Win10 Pro, 8GB, 128GB SSD, F/R Camera, Kickstrap, Wifi+BT, US Power, IP65, 3 Year Standard Warranty;	4	USD 2,849.00		USD 11,396.00
<b>Subtotal</b>				<b>9.64%</b>	<b>JSD 225,560.20</b>

## SOFTWARE

### AXESS DATABASE LICENSE

Axess SMART LINK 4 RTP ONE	Axess 4 RTP ONE integration, One time license;	1	USD 9,911.00		USD 9,911.00
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### ANNUAL SOFTWARE LICENCE

POS PROGRAM PICK-UP BOX	POS program for the issuance of Smart Cards at the pick-up box, production of the ticket purchase previously made on the Internet, is carried out by scanning the 2D barcode on the voucher (printed on paper or mobile phone), client license per pick-up Box;	2	USD 314.00		USD 628.00
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article	description	item qty	item price	consumer discount	total price
POC PROGRAM ACCESS CONTROL	POC program, access control, transaction records, signalization, control of blocked tickets or person types , client license per POC (per lane) and per Smart LOCK;	14	USD 314.00		USD 4,396.00
POC PROGRAM LANE MONITOR	POC program for monitoring at the point of control, ticket information and person type data such as photo IDs are displayed, manual remote control functions for turnstile or flap gate, client license per POC (per lane);	14	USD 124.00		USD 1,736.00
Axess SMART LINK 4 RTP One LICENSE	POC program, Axess 4 RTP One, client license per POC (per lane);	14	USD 189.00		USD 2,646.00
BASIC SERVICE PACKAGE	Axess support service connects you to support agents for help with firmware updates for all components and general troubleshooting	1	USD 5,000.00		USD 5,000.00
<b>Subtotal</b>					<b>USD 24,317.00</b>

## SERVICES

### PROJECT MANAGEMENT

PROJECT MANAGEMENT	Project management: Project organization and preparation of the time schedule of the individual milestones, definition of customer-specific services (infrastructure for network and power supply), project implementation and project monitoring up to the acceptance of the project;	3	USD 1,428.00		USD 4,284.00
ONSITE INSPECTION	Onsite inspection, familiarization, planning of on site preparations, installation manuals, review equipment's lists;	1	USD 1,068.00		USD 1,068.00
RTP / ONE SETUP	Setup of RTP/ ONE integration incl. training;	1	USD 6,000.00		USD 6,000.00
OEM CONFIGURATION	OEM configuration per unit;	14	USD 203.00		USD 2,842.00
EXPENDITURES PROJ. MANAGEMENT	Expenditures (travel, accommodation) for project management related services, € 0,82 kilometre allowance per KM, € 49,50 travel time per hour, € 100,00 overnight stay per night;	5	USD 120.00		USD 600.00

### TRAINING & SUPPORT

HARDWARE TRAINING	System instruction and training of control personnel, training for general service measures and troubleshooting;	1	USD 1,428.00		USD 1,428.00
OPERATIONS TRAINING	System put into operation on site, operational training of cashiers and control personal, acceptance protocols;	1	USD 1,428.00		USD 1,428.00

### COMMISSIONING

CRATING PER UNIT	Packing per Gate & POS & TVM;	36	USD 96.00		USD 3,456.00
INSTALLATION SERVICE	HW installation per man-day; power- and network-cabling not included, service according to on-site inspection protocol;	3	USD 1,068.00		USD 3,204.00
POS COMMISSIONING	Commissioning and functional tests per POS;	20	USD 259.00		USD 5,180.00
POC COMMISSIONING	Commissioning and functional tests per POC;	14	USD 259.00		USD 3,626.00
PICK-UP BOX COMMISSIONING	Commissioning and functional tests per PICK-UP BOX;	2	USD 181.00		USD 362.00
GATE CAMERA COMMISSIONING	Commissioning and functional tests per Gate Camera;	4	USD 674.00		USD 2,696.00
EXPENDITURES COMMISSIONING	Expenditures (travel, accommodation) for commissioning related services, € 0,82 kilometre allowance per KM, € 49,50 travel time per hour, € 100,00 overnight stay per night;	10	USD 120.00		USD 1,200.00

### TRANSPORT

TRANSPORT - PRINTER	Transportation costs per Printer;	20	USD 100.00		USD 2,000.00
TRANSPORT - GATE	Transportation costs per Gate;	14	USD 400.00		USD 5,600.00

TRANSPORT - PICK UP BOX	Transportation costs per Pick Up Box;	2	USD 300.00	USD 600.00
<b>Subtotal</b>				<b>USD 45,574.00</b>

Overview Project Calculation			
<b>Project costs</b>		<b>USD 387,835.00</b>	
Hardware		USD 339,261.00	
discount hardware	10.70%	USD -36,306.90	
Services		USD 48,574.00	
<b>Total</b>		<b>USD 351,528.10</b>	
<b>Software Service (annually)</b>		<b>USD 14,406.00</b>	
<b>Total</b>		<b>USD 14,406.00</b>	

Terms of Delivery:

DAP - Delivered at Place (Incoterms 2010)

Terms of Payment:

30 days net

Payment Plan:

30 % of the order value upon signing of purchase contract

60 % of the order value upon sellers notice for delivery

10 % of the order value after delivery

# General Business Terms and Conditions Axess Americas (GTC)

## 1. General Terms

**1.a.** These General Business Terms and Conditions ("GTC") of Axess Americas, Inc. ("Axess") govern all contractual relationships entered into between the customer ("Customer") and Axess, and shall govern all additional and future deliveries of any goods or services, including without limitation work performed under any contract entered into with Axess ("Axess Products") of any kind whatsoever to Customer. Any terms and conditions that differ from the GTC must be agreed to in writing by both an authorized representative of Axess and Customer in order to preempt a particular GTC. Otherwise, these GTC shall control, even if reference to a differing term or condition is made in the proposal to the Customer. Email is an acceptable form of writing as referenced in these GTC. SMS, text message and electronic chats are not acceptable forms of writing hereunder.

**1.b.** All agreements that contain differing terms than those set forth herein or supplemental agreements between Customer and Axess, shall be in writing and signed by both Customer and an authorized representative of Axess. Axess employees do not have authority to amend or restate these GTC, and Customer shall not rely on any changes to the GTC, except as agreed to in writing by Axess.

**1.c.** Axess, in its sole and absolute discretion, reserves the right to amend and/or revise the GTC. Changes will be communicated to Customer in writing so that the Customer can, if applicable, file an objection to said changes. If the Customer does not file a written objection within thirty (30) calendar days of Axess's notification of amendment or revision, such amendment or revision shall be deemed approved by the Customer. Axess will use its best efforts to address objections from Customers with respect to any amendments and/or revisions to the GTC, but it shall be within Axess's sole and absolute discretion as to whether to institute such amendment or revision to these GTC.

## 2. Proposals and Acceptance of Proposals

Proposals ("Proposals") are prepared by an Axess specialist and shall be tailored, to the best of Axess's ability, to meet the Customer's requirements as discussed in prior meetings and conversations between Customer and Axess representatives, or in response to a formal tender from Customer, as the case may be, and are exclusively to be understood as a request of Axess for the order by the Customer. All Proposals are nonbinding and remain valid for thirty (30) calendar days from presentation to Customer. The Proposal will be deemed accepted upon Customer and an authorized Axess representative signing the Proposal, at which time the Proposal becomes an order ("Order"). Any details contained in brochures or similar documents, such as diagrams, drawings, descriptions, measurements, weight, performance, and consumption data, are approximations and reference values only and are not binding, unless an authorized Axess representative has specifically described and assured that a particular detail is binding. Axess reserves the right to make technical and design changes to Axess Products at any time. Customer Orders shall require a written order confirmation signed by Axess by means of post, fax, or email prior to processing of the same.

## 3. Delivery Deadlines and Dates

**3.a.** Delivery dates and deadlines set forth in accepted Orders are estimates only and are nonbinding on Axess. Axess will use its best efforts to deliver on the dates set forth in any Order. Once the Customer prepares the location for installation of any Axess Products (see 4(c) below) and Order is defined in detail, the deadline for Axess to deliver shall commence. If subsequent changes or additions to the Order are made, delivery deadlines will be adjusted accordingly. If Customer requests additional delivery locations and addresses, such additional locations/addresses shall be agreed to in writing, signed by both Customer and an authorized Axess representative. If a delivery on a specific date is requested this needs to be explicitly agreed to in writing signed by both Customer and an authorized Axess representative.

**3.b.** Axess's adherence to the proposed delivery and installation dates are conditioned upon timely receipt of agreed upon installment payments from Customer, Customer's preparation of the location as required by 4(c) below, the completion of the individual steps over the course of the project according to the time schedule stipulated by Axess and the execution of agreed partial acceptances (location acceptance, software acceptance, if applicable work acceptance, initial training), if any.

**3.c.** Except in the case of flat rate price agreements, Axess charges for actual deliveries and services provided, and such charges are invoiced at Axess's hourly rates. All services will be provided during customary business hours for the industry; if services are required outside of such customary business hours, additional costs may be incurred by Customer and invoiced by Axess. Axess reserves the right to use third parties to provide certain services.

**3.d.** Customer may change an Order and such changes will only be binding if such change is agreed to in writing signed by both Customer and an authorized Axess representative. The existing contract shall apply accordingly to the extended scope. Any change to systems and system requirements will be billed on a pro-rata basis. The written order confirmation (or supplementation) shall be binding for the scope of the delivery and service.

**3.e.** If costs of materials of a single item increase more than five percent (5%) during the term of an Order (from the time the Order is accepted to the time of actual delivery to Customer), Axess shall adjust the cost and bill for the full amount of the cost increase so long as Axess does not cause such increase.

**3.f.** Axess shall have the sole and exclusive right to make changes to all Axess Products in order to comply with changes in material and design due to technical progress.

**3.g.** Based on the site inspection, any fifteen percent (15%) increase or decrease in quantity of Axess Products needed shall be permitted and added to the final invoice to the Customer.

**3.h.** If any Order is financed through a lease, the lessor of that lease shall be named on and bound by the Order; however, the Customer remains primarily liable for the Order and payment for the same. Axess maintains the right to assert all claims it may have for breach directly against the Customer. If permits are required in order to execute the Order, Customer grants Axess a power of attorney to obtain such necessary permits on its behalf. Customer must inform Axess about possible conditions that could impair the execution of the Order as soon as such conditions are known to Customer. If such information is not provided to Axess in a timely manner, Axess shall have the right to invoice Customer for any incurred additional expense due to the impairment.

**3.i.** Customer may cancel its Order if Axess is in default of these GTC, but only after providing Axess with a registered letter, notifying Axess of such default and only after allowing Axess sixty (60) calendar days to remedy such default. Claims for damages owing to occurred default are excluded except in the event of gross fault.

**3.j.** Customer may cancel the order as set forth in 3(i), or make a claim for damages as set forth in 10 below, only if Axess is responsible for any delay in the Order. Axess is not liable if a delay in the Order is caused by the Customer for lack of payment of any installment due as set forth in 3(b), any lack of preparation of the location as set forth in 4(c), or any force majeure event, including but not limited to, strike, lock-out, mobilization, war, civil commotion, or natural disaster.

**3.k.** If providing any Axess Products (whether goods or service) is rendered partially or fully impossible and such impossibility is not caused by Axess or Customer, Axess shall invoice Customer for the actual costs incurred to date, the Axess Products provided to date, and all cash expenses incurred to date. If the provision of Axess Products is not carried out due to a default of Customer, Axess shall invoice Customer for total actual costs to date, the Axess Products provided to date, and thirty percent (30%) of the cost set forth in the Order for the total project but not yet provided.

**3.l.** If delivery of Axess Products is not possible due to Customer's default in payment or failure to prepare the location, Axess reserves the right to invoice Customer for storage fees for the Axess Products.

## 4. Delivery and Commissioning

**4.a.** Customer bears the risk of loss: (1) as of the date that any Axess Product leaves the Axess plant in Innsbruck, Austria; (2) as of the date any shipment is made within scope of assembly of any Axess Product; and (3) as of the date the transport is prepared, if the transport is prepared by Axess. In absence of a written agreement to the contrary, the place of performance of the Order is the plant in Innsbruck, Austria. Partial deliveries of the Order are permitted. All delivery shall be carried out by a third party, with costs borne by Customer. The use of subcontractors for delivery is permitted.

**4.b.** Customer shall be deemed to have accepted the delivered Axess Products thirty (30) calendar days after installation. The existence of insignificant defects does not entitle Customer to refuse delivery of the Order or acceptance of the Axess Products. Customer shall accept the Order and Axess Products and within three (3) calendar days of receipt of the same, Customer shall create a list of any defects and provide the same to Axess in writing. Axess shall have sixty (60) calendar days within which to remedy the list of defects provided by Customer. The repair of any defects caused by the Customer shall be invoiced directly to Customer.

**4.c.** Customer is solely responsible for on-time preparation of the location for installation of the Axess Products according to Axess specifications, including without limitation, prepping the foundation by installing provided assembly aids, establishing power supply according to all governmental standards and specifications, establishing network connections between locations and individual devices. The assembly of devices which are necessary for the preparation of the location, at the envisaged location, is the task of the Customer.

**4.d.** Axess shall install the Axess Products by connecting the pre-mounted assembly units at the locations specified in the Order and the software installation and program connections as agreed to in the Order. Work for which Axess does not have a valid concession are excluded (e.g. electrician concessions - installations with more than 120 volt) Axess is not liable for any installation work performed by any third-party.

**4.e.** If installation is delayed for any reason not caused by Axess (e.g. if preliminary preparations for which Customer or a third party are responsible have not been completed), Axess shall be released from its obligation to install any Axess Products for the duration of the delay, without Customer being entitled to cancel the Order, or seek damages of any kind against Axess. Axess shall invoice Customer for any additional expenses incurred due to such delay.

**4.f.** If Customer delays in the acceptance of any Axess Products when they are delivered, Customer shall pay all storage fees incurred by Axess. If Customer refuses acceptance of any Axess Products when they are delivered, Axess may charge Customer an additional fifteen percent (15%) on the total Order amount as a penalty for such delay.

**4.g.** Axess shall use best efforts to deliver all brand name and type designations of standard hardware but such information is nonbinding and subject to change. Axess shall deliver the Axess Products of its choice that are available at the time of execution of the Order. Axess shall charge for the

# General Business Terms and Conditions Axess Americas (GTC)



actual work for installing software programs on computers provided by Axess.

**4.h.** Axess shall provide "one-off" initial training of Customer's personnel regarding operation, troubleshooting and maintenance as agreed to in the Order. Follow-up, repeat and new employee training will be invoiced to the Customer separately.

## 5. Usage Licenses for Software Programs

**5.a.** Axess is the owner and/or licensee and distributor of software programs and associated documents (together, "Software"). Upon Customer's full payment of periodic license fees, Axess grants to Customer a simple, non-exclusive and non-transferable license for the internal use of the delivered Software for the specified purpose and for the duration set forth in the Order. Axess and its suppliers retain all rights (including copyrights) to the Software. Payment of the license fees by Customer gives Customer the right to use the Software for its agreed upon and intended purpose during the license period.

**5.b.** Customer shall not change, edit, copy, reproduce in any form, decode, decompile, or transfer to any other computer, the licensed Software.

**5.c.** The right to use the Software granted by Axess that is required for the operation of the hardware (firmware or operating system software), is transferable to third parties only with the prior written consent of an authorized Axess representative. Software licenses for application software are not transferable. Customer shall not grant sub-licenses, shall not forward software to third

parties, or otherwise use the software other than as licensed to Customer.

**5.d.** Copies of the Software may only be produced for backup, archiving purposes, or for error searches. All copies must include the property right notice of the original Software and all copies must be destroyed after fulfillment of their purpose. Customer shall ensure that the programs and documents as well as copies of all Software are not accessible by third parties.

**5.e.** For licensing of third-party programs included in the scope of the Order, the third-party licensing conditions and restrictions regarding use shall apply.

**5.f.** For individual Software created for Customer by Axess, the scope of service shall be determined by the specifications agreed to in writing, signed by both Customer and an authorized Axess representative. Non-specified but necessary features may be created by Axess in Axess's sole and absolute discretion. Axess shall retain ownership of all source programs and any rights attached thereto.

## 6. Maintenance of Software

Upon conclusion of installation and training on Software, Axess shall provide support and maintenance of the Software pursuant to an agreement for such support and maintenance entered into by Customer and an authorized representative of Axess. Axess shall make updates available to Customer by download, CD, or other means, and Customer shall be responsible for installation of all updates. If Customer wants Axess to install updates, Axess shall invoice the costs of installation of updates to Customer, separate from the agreed upon support and maintenance agreement. Maintenance of Software shall be performed at the flat rate for such services set forth in the support and maintenance agreement. Axess insures that support services are performed properly by qualified personnel, with reasonable care and attention. All support and maintenance shall be performed during Axess's regular business hours by remote maintenance. Axess can, at its discretion, perform support and maintenance services, at Customer's business premises.

**6.a.** Troubleshooting ("Bug-Fix" Service)

**6.a.i.** An error or "bug" in the Software exists if the installed Software produces a reproducible error that deviates from the corresponding service specifications in the respective valid Software version. Remedies including installing a "Bug-fix", a software update, or an appropriate workaround.

**6.a.ii.** Axess shall use best efforts to resolve recognized bugs for which Axess is responsible within a reasonable time after discovery. Axess is not liable and is not obligated to fix any issues that are impeded by defects caused by and not remedied by Customer.

**6.a.iii.** Axess may hire subcontractors to provide support services without requiring the consent of Customer.

**6.b.** Helpdesk

**6.b.i.** Axess shall provide a central e-mail address and telephone number to Customer for support questions and services during certain time periods as set forth in the service and maintenance agreement with Customer depending upon Customer's operations (i.e., summer season, winter season, event operation, or whole-year operation).

**6.b.ii.** Axess shall use its best efforts to respond to Customer inquiries within a reasonable time after receipt. Axess's business hours are listed at [www.teamaxess.com](http://www.teamaxess.com).

**6.b.iii.** Support services shall include application advice per telephone or e-mail, and assistance with interference arising from the use of Software and Axess Products. Support services may only be used by trained personnel.

**6.b.iv.** The support in the execution of tasks for daily operations (e.g. creation of new tariffs, re-configuration of an access control system, etc.) is not included in this service and will be charged separately.

**6.c.** Software Update Service

**6.c.i.** Within the scope of Axess' services, new releases for software programs will be issued. Update Services include the provision of new releases in the originally agreed scope of functions.

**6.c.ii.** Axess is not obliged to provide software-upgrades (new versions, releases or inline-releases) unless the delivery of upgrades and the payment of upgrades fees have been agreed upon in a separate agreement

(e.g. contract including software maintenance)

**6.d.** Server availability

**6.d.i.** Axess guarantees the availability of a server, its network, and interfaces used for connection to the Internet at the rate of 99% on an annual average. Downtime caused by scheduled maintenance work is not included in this average.

**6.e.** Obligations of Customer to Provide Assistance

**6.c.i.** For the quick and successful processing of error messages, Customer will forward such messages to Axess and reference its contract number as well as a full description of the error.

**6.c.ii.** Customer shall comply with Axess's instructions and shall make reasonable effort to enable Axess to perform any service and/or maintenance required, which may include supplying Axess with information, support, materials and access to operating means that are necessary to install all Service Packs and Hotfixes and to procure, install or maintain all operating means, telephone lines, Internet accesses, communication interfaces and hardware necessary for use with Axess Products and Software.

**6.c.iii.** Customer shall use qualified and trained personnel for use of Axess Products and Software licensed to Customer.

**6.c.iv.** Customer shall comply with all provisions under applicable federal, state and local data protection laws. If a claim is asserted against Axess by a third party for Customer's violation of any federal, state or local data protection law, Customer shall indemnify Axess and hold Axess harmless therefrom.

**6.c.v.** Customer shall make available its computer systems, software programs, protocols, diagnosis documents, data used by Customer, online connection for remote diagnosis and remote maintenance, free of charge to Axess, and Customer shall support Axess in this respect.

**6.f.** Liability

**6.f.i.** Axess is not liable for interferences to the ability to retrieve data stored on the agreed upon storage space on the Internet or other access to the server, which may include interfaces to the Internet, and interference owing to failure of lines or networks of other operators, the causes of which are not on the server or Axess network.

**6.f.ii.** Axess is not liable for interruption to service owing to force majeure. For other interruption to service, Axess is only responsible to the extent such interference substantially exceeds permissible downtimes set forth in 6(d).

**6.f.iii.** Axess is not liable for interference, interruption to service, and damages resulting therefrom, that are the result of improper use or misuse of the Software or Axess Products by Customer.

**6.f.iv.** Axess is not liable for loss or deletion of data stored on the agreed upon storage space, unless such loss is caused by the willful misconduct or gross negligence of Axess.

**6.g.** Term and Settlement For Software License Agreement

**6.g.i.** The initial term of any agreement, which includes software services, for license and maintenance, is five (5) years. After five (5) years, the term will be automatically renewed for one (1) year periods if Customer does not provide written notice of termination within three (3) months before the expiration of the current term. The maximum term of any license agreement is nine (9) years. Any license agreement beyond nine (9) years shall be renegotiated and set forth in a new written agreement.

**6.g.ii.** The parties shall have the right to terminate a license agreement when good cause is shown. "Good cause" shall mean:

- > Bankruptcy proceedings are commenced by either Axess or the Customer;
- > Judicial proceedings against the Customer are commenced that would impede its ability to pay Axess or against Axess that would impede its ability to provide Axess Products and Software as set forth in the agreement(s) between Customer and Axess;

- > A party breaches its contractual obligations and this breach is not resolved within a reasonable time at the written request of the non-breaching party or;

- > The agreed payments have not been made within thirty (30) calendar days after the due date and notice has been provided.

**6.g.iii.** All service and maintenance will be invoiced by Axess at the beginning of each accounting year.

**6.h.** Price Adjustments For Support and Maintenance Service

**6.h.i.** Axess may adjust agreed upon flat rate fee(s) on an annual basis by comparing actual expenses to costs that exceed ten percent (10%) of the prices set forth in the support/maintenance agreement.

**6.h.ii.** On an annual basis, the prices for support services will be subject to any increase or decrease in the Consumer Price Index (CPI) based on the Consumer Index for Urban Wage Earners and Clerical Workers (Base Period 1982-1984 = 100) published by the U.S. Department of Labor for the preceding year (the "Index"). If the Index no longer exists, then any increase or decrease shall be carried out according to the index which replaces the Index and that results in approximately the same financial effect.

**6.h.iii.** Costs of travel, accommodation and travel time for the person(s) hired to perform support and maintenance service will be charged to Customer as follows: Hotel category is 3 star rates; railway class is 2; official mileage allowance posted by IRS for travel by car; rental of auto is economy car; airline flight is economy; overseas is premium economy.

**6.h.iv.** Not included in any flat rate fee(s) are services provided due to operating system changes, hardware changes, and/or changes to non-contractual reciprocal program-based software programs and interfaces, individual program adjustments or new programming and program changes owing to changes to statutory regulations requiring changes to program logic, remedy of errors caused by improper treatment by Customer, failure to Customer to

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perform stipulated measures such as backups, or by third parties and data conversion, restoration of data stocks and interface adjustments.

**6.h.v.** Axess is and shall be released from all support and maintenance obligations if program changes are attempted or performed on the Software and/or Axess Products by Customer's employees or third parties, without the prior written consent of an authorized Axess representative, or if the Software is not used properly.

## 7. Ticket and Accessory Delivery

**7.a.** All materials produced by Axess for printing, such as typesets, printing plates, lithographs, photographically produced films and plates, cutting dies and other work aids used in the production process shall remain the sole and exclusive property of Axess, even if Customer has provided partial or full payment for the same. All work aids provided by another company hired by Axess shall remain the sole and exclusive owner of such property.

**7.b.** Axess guarantees that the delivered tickets will function correctly on its output devices and readers so long as Customer complies with all Axess provisions concerning storage and recommended useful life of the products. Tickets and chip cards are subject to the effects of ageing with storage and use. Axess recommends the careful examination of all tickets prior to distribution. The following list details the useful life of tickets and cards:

Barcode tickets:	3 days
Oneway cards:	30 days
SmartCard lite:	6 months
Reusable SmartCards:	24 months

Deviations in color on tickets and cards may occur due to production and material availability with one, or between various deliveries to Customer. Proofs and sample tickets are approximations of actual colors of the delivered tickets. Tickets made of plastic are mostly break- and tear-proof within an ambient temperature range of -20°C to +50°C. Instructions regarding storage deadlines and storage conditions are printed on ticket/card packaging.

**7.c.** Customer will absorb excess or shortfall of up to fifteen percent (15%) of ordered printed products. Axess reserves the right to make partial deliveries. Axess shall not be held liable for printing and design errors when Customer has proofed copies described by Customer as "ready to print". Set changes ordered by telephone or other non-written communication will be made by Axess without any liability for accuracy. Contract orders that are produced as customer-specific production, cannot be changed from the order confirmation and must be accepted by Customer in the full quantity ordered.

**7.d.** The warranty period for tickets is limited by the storage deadline marked on the packaging. In no event is the warranty period longer than two (2) years for any tickets or cards. The sole remedy of Customer within the warranty period shall be repair or replacement of goods, at Axess's sole discretion. Customer shall report all defects in writing to Axess immediately after such defect occurs, describing the defect, and by enclosing samples of the defective goods. Replaced and/or returned goods shall become the sole property of Axess. If tickets delivered by Axess are specified for use on non-Axess systems, and such tickets feature a comparably more than average frequency of function errors with the output on output devices, or with the use of reading devices, and these faults are clearly a result of deficient quality of the delivered tickets, Axess shall have no liability for such tickets so long as Axess provides proof to Customer within a reasonable time period, that possible function errors are not the result of deficient quality of the delivered tickets.

**7.e.** Customer shall make written complaints regarding printing errors or delivered quantities in writing to Axess within eight (8) calendar days of receipt of the goods. The goods for which the complaint is made are to be stored until settlement of the complaint and shall be sent to Axess or a designated third party in the original packaging upon request, at the cost of and risk to Customer.

**7.f.** Axess shall be the sole owner of all copyrights and the right to reproduction of any products. Customer warrants that it is the sole owner of the reproduction rights to all printing templates, provided by Customer, or ordered printed images, lettering, fonts, etc. Since Axess is the holder and owner of all copyrights and rights of use under ancillary copyrights to delivered printed products, or parts thereof, Customer shall only acquire the right, with the acceptance of the delivery, to distribute the delivered products; incidentally, the rights of use (and in particular, the right of reproduction), shall remain unaffected and solely owned by Axess. Axess holds the exclusive right to use reproduction means (set, films, etc.) produced by it, and printed products for the production of reproduction pieces. Axess is not required or obligated to examine whether the Customer is entitled to the right to reproduce printing templates provided by Customer, or otherwise to use such templates in the specified manner, but Axess is entitled to assume Customer is entitled to all of those rights that are necessary for the execution of the order. Customer shall indemnify Axess and hold Axess harmless against all claims that are asserted by third parties for infringement of copyrights, ancillary copyrights, other intellectual property rights, or personal protection rights. Axess shall report such claims to Customer as soon as possible and will use best efforts to give third parties notice in case of the assertion of such a claim in court. If Customer does not join the proceedings as a joint litigant of Axess following notice to a third party, Axess is entitled to defend against any claim and to hold itself harmless therefrom notwithstanding the legality of the claim asserted.

**7.g.** Axess is entitled to print its corporate name and/or its trademark designation on all printed products without Customer's approval.

## 8. Data Protection

**8.a.** The Customer and Axess agree to comply with all provisions under applicable federal, state and local data protection laws.

**8.b.** Axess processes personal data on behalf of the Customer based on the contract needs of the individual Customer, and whereby the subject matter, scope, type, categories of the processed data, purpose of the processing and categories of persons concerned (customer data) result from the respective contract entered into between the contracting parties.

**8.c.** Axess has implemented technical and organizational measures to ensure that the processing of data is carried out in line with the requirements of local, state and federal law. A claim of whatever kind can only be brought if a breach has occurred.

**8.d.** Changes to Axess's technical and organizational measures that guarantee consistent standards of protection for the processed personal data or that improve this standard, shall be deemed to be approved and will be provided to Customer upon written request for the same.

**8.e.** Axess undertakes to only process personal data within the scope of existing contracts and according to individual instructions from the Customer. If it is obligated to disclose such data to third parties by local, state or federal law, Axess shall inform Customer of these legal requirements beforehand if the relevant law does not forbid such notification. Processing of data for Axess's own purposes requires the written consent of the Customer.

**8.f.** Axess may use sub-processors in the processing of personal data. If Axess changes or intends to change sub-processors, Customer shall be notified in advance in writing so that it can file an objection. If notification of such change is not possible (such as in the case of imminent danger) Axess may enter into a written contract with the subcontractor so long as the subcontractor agrees to be bound by all relevant local, state and federal data protection laws.

**8.g.** Before any personal data is shared and before working with such data, Axess shall ensure that all Axess personnel who deal with data processing have signed a confidentiality agreement that addresses processing of personal data. The confidentiality agreement shall extend beyond termination of such Axess personnel. Information shall not be shared unless required by local, state or federal law.

**8.h.** Axess shall take all technical and organizational measures to aid Customer in satisfying the rights of data subjects according to local, state and federal law with respect to data protection.

**8.i.** Axess shall aid Customer by providing data that complies with all local, state and federal law concerning data protection.

**8.j.** Axess shall make all necessary information (i.e., existing certifications, technical and organizational measures, etc.) available to Customer upon written request.

**8.k.** Axess shall inform Customer if there is a breach of personal data or if Axess is of the opinion that an instruction of the Customer violates the data protection provisions of applicable local, state and/or federal law.

**8.l.** Upon termination of the agreement between Customer and Axess, Axess shall use best efforts to return all personal data to Customer in a form that is customary for data processing, or to delete this data, if there is no obligation to store the personal data according to local, state or federal law.

## 9. Warranty

**9.a.** Axess provides a warranty for defects in its products that exist upon hand-over to Customer. Customer must prove the existence of any defect at the time of hand-over.

**9.b.** The warranty commences upon delivery of the products, or, if commissioning is part of the contract, with the declaration of operational readiness by Axess.

**9.c.** For defects in immovable objects, the warranty period is one (1) year.

**9.d.** The warranty period is six (6) months for defects in movable objects. Axess shall honor warranties by subsequent improvement or replacement of the goods. Onsite repairs are not included in the scope of warranty, unless such service is expressly included in the contract with Customer. For replaced parts, the aforementioned warranty applies.

**9.e.** In its absolute sole discretion, Axess shall remedy defects that a Customer properly notifies Axess of and within the warranty period, by substitute delivery (exchange of goods) or improvement (subsequent improvement and/or replacement of the missing part). A customer claim for refund or price reduction shall only exist if, after Axess's review of the defect, improvement or substitute delivery cannot be performed, are impossible, will be associated with a disproportionately high amount of work for Axess, or the improvement or substitute delivery have failed, whereby a claim for refund further presumes that the defect/failure is not a slight defect. In the case of slight defects, Axess will decide whether the resolution will be an improvement or price reduction.

**9.f.** Defects to hardware: Unless otherwise agreed to in writing in the contract, Customer bears the costs and risk for the transport of hardware to Axess for warranty inspection as well as the such costs and risk for the transport when returning hardware to the Customer.

**9.g.** Defects to software programs: As soon as possible (which may depend on the release of improved software versions), Axess will fix defects to programs within the agreed upon warranty period that existed at hand-over to Customer. Defects in customer-specific program developments will be fixed within the scope of that program's warranty and warranty period.

**9.h.** Customer acknowledges, agrees, and understands that according to the current technical development status, errors cannot be fully excluded in software production. Such errors shall not be deemed "defects". In the case

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of defects that substantially impair the use of software programs, the provisions set forth in 9(g) shall apply, with the condition that the installation of an improved software version or instruction for the remedy or bypass of the cause of the defect are also to be seen as a sufficient subsequent improvement, so long as customary use is made possible by such improvement. EXCEPT AS SPECIFICALLY PROVIDED IN THESE GTC, NO WARRANTIES, OTHER THAN THE STATED PRODUCT WARRANTIES, ARE EXPRESSED OR IMPLIED WITH RESPECT TO THE PRODUCTS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**9.i.** Limitation on warranty: The devices and their associated software may only be operated by Customer according to the instructions for use, operating instructions and license provisions set forth by Axess. In case of improper use, improper storage, care, maintenance, or repair by anyone other than authorized contractual dealers of Axess, any warranty claim shall be void and Axess shall have no liability for resulting damages. Axess does not and shall not assume any warranty for defects and interferences owing to improper use or use of non-certified materials by Customer or third parties, deficient or faulty operation or maintenance, or natural wear and tear.

**9.j.** Slight deviations, in particular with regard to the surface condition, shades, construction, or software, shall not be deemed a defect within the scope of customary trade practices, and do not entitle Customer to assert warranty claims for the same.

**9.k.** Interferences and defects caused by deficient and/or unstable preliminary services, in particular, energy supplies, networks, etc., are excluded from warranty claims and/or claims for damages. The warranty shall lapse in the case of non-authorized changes to the services set forth in the contract with Customer.

**9.l.** Services such as the operation of servers, computer performance, and web services will be performed with customary care and attention, reliability and availability. Axess shall not and does not warrant the services are accessible without interruption, that the requested connections can always be established, or that stored data shall be retained under all conditions. Customer shall not be entitled to any claims whatsoever as a result of downtime or impairments over the course of interferences, maintenance, installation work or online problems.

**9.m.** Deadlines to report a complaint: Customer must inspect the goods upon receipt and report obvious defects including damage during transport, incompleteness, deviations from the order, and deliveries in error, by stating the exact nature of the complaint in writing to Axess within three (3) calendar days from receipt of the goods. If Customer does not satisfy this obligation to inspect and report within this deadline, Customer forfeits the warranty on the goods and the right to damages. In the case of obvious defects, this deadline will begin on the day of commissioning, and with hidden defects, on the day on which the defect is discovered or remained undiscovered owing to negligence. Hidden defects are to be reported within the same deadline from their occurrence (three (3) calendar days), in a complete and written manner by stating the exact defect, or warranty claims of Customer shall lapse.

## 10. Damages

**10.a.** Customer waives any and all claims for damages of any kind whatsoever against Axess and/or its employees as a result of negligence, as such waiver may be permitted by law. This liability exclusion applies to damages due to a defect and also to all damages caused by faulty condition(s). Additionally, Axess shall not be liable to Customer for consequential damages and indirect damages such as lost or missed profit, business interruptions, lost orders, interest loss, damages payments, etc. Claims for damages as a result of willful misconduct or gross negligence are not excluded.

**10.b.** If damages were not caused by the willful misconduct or gross negligence of Axess, Customer's claims for damages are limited to fifty percent (50%) of the net order value, with a maximum recovery of US\$100,000. If Axess does not provide deliveries or services in time and such fault causes device configurations to not operate the equipment, Customer may seek damages up to the amount of one half percent (0.5%) of the value of outstanding goods for each week of delay, with a total maximum recovery of five percent (5%) of the total order purchase price. Customer waives all claims against Axess beyond those set forth in this Section 10.

**10.c.** If the Order or other contract calls for customer-specific programs developments, the first eight (8) weeks after commissioning shall be deemed a "trial period". During the trial period, Customer shall have no right to bring any damage claims against Axess unless Axess caused such damage by willful misconduct or gross negligence.

## 11. Payments

**11.a.** Prices and terms of payment are set forth in Customer's specific Order confirmation and are deemed net, duty unpaid and untaxed ex works. Axess may request a bank guaranty to secure payments. Unless otherwise agreed to in writing, payments are to be made in United States dollars.

**11.b.** Unless otherwise agreed upon in writing, the following shall apply as payment dates: thirty percent (30%) of the Order value due with the placement of the Order; sixty percent (60%) of the Order value due with readiness for delivery (prior to shipment); and ten percent (10%) of the Order value due thirty (30) days after delivery.

**11.c.** Invoices issued by Axess are due within ten (10) calendar days after the invoice date without any deduction and free of any service charge. Payment instructions, checks and bills of exchange will only be accepted if set forth in

a written agreement that is agreed to and signed by both parties. Warranty claims made by Customer, claims for damages or claims for non-fulfillment do not entitle Customer to retain or to offset payments due under the Order or per an Axess invoice.

**11.d.** Default of payment: If Customer does not make an agreed upon payment within thirty (30) calendar days from the signing of the Order or other agreement, Axess is entitled to cancel the Order or other agreement immediately. In the case of such cancellation, Customer shall have no claim for damages. Axess shall be entitled to charge and collect from Customer, ten percent (10%) of the gross Order amount, in addition to any other claims and rights Axess may have against Customer.

**11.e.** In the event of default of payment(s), interest shall accrue on all amounts payable and outstanding at the rate of ten percent (10%) per year as well as dunning fee of USD 15.00 for each reminder. Any claims of the customer for retention and offsetting are excluded. Customer shall be solely liable for all costs incurred by Axess to collect any amounts due under the Order and/or other agreement(s), including without limitation, out-of-court and in-court collection of claims and attorney's fees.

**11.f.** If Customer is in default with a payment for longer than thirty (30) days, Axess shall not be required to perform or provide any further services, delivery obligations, or warranty obligations for the duration of the delay.

**11.g.** Payments are deemed to be made if the amount due has been received into one of the accounts cited on Axess's invoice forms.

## 12. Reservation of Title

**12.a.** Axess retains ownership rights in the form of a secured interest in the goods and software delivered to Customer until Customer has satisfied all payments and other contractual obligations. In the event payment is not made as set forth in the Order and/or other written agreement between the parties, Customer grants Axess the right to separate and remove the goods and software, even if firmly connected to the ground or a building and to take them into its safekeeping. Axess shall only hand over the goods and software after the outstanding claims and the cost of disassembly, storage and expected costs of reassembly are paid to and received by Axess. Axess shall be entitled to file the necessary secured interests in the state in which the goods and software are located to protect its security interest therein.

**12.b.** Customer shall mark all goods and software as the property of Axess until Customer satisfies all contractual obligations including payments.

**12.c.** Customer shall defend the good and software against third party claims and shall inform Axess of such claims immediately.

**12.d.** In case of Customer's default in payment, Customer shall immediately hand over all goods and licensed software products to Axess. A request for the return of goods and software by Axess shall be deemed a cancellation of the Order and/or other written agreement(s) if Axess expressly states such cancellation in writing. Axess may sell the recaptured property (including goods and software) on the free market and the proceeds of such sale(s) shall offset its claims against Customer. In the event of default of payment by Customer, Axess may require advance payment or additional security in order fulfill future deliveries and services.

## 13. General Provisions

**13.a.** These GTC and all schedules, annexes and exhibits attached hereto: (a) constitute the entire agreement among the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof; (b) are not intended to confer upon any other person, entity, or other third party any rights or remedies hereunder, unless expressly provided otherwise; and (c) shall not be assigned by operation of law or otherwise except as otherwise specifically provided.

**13.b.** Any general business terms and conditions set forth by the Customer are not binding. Axess's failure to reply to any deviating business terms and conditions shall not be deemed consent to such terms.

**13.c.** In the event that any provision of these GTC or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of these GTC will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted to reasonably give effect to the intent of the parties hereto. The parties further agree to replace such void or unenforceable provision of these GTC with a valid and enforceable provision that will achieve, to the greatest extent possible, the economic, business and other purposes of such void or unenforceable provision.

**13.d.** The Customer will comply with statutory export bans and export restrictions.

**13.e.** The parties shall hold all operating secrets disclosed between them confidential for an unlimited period of time. In the event of a breach of the Customer or persons to be attributed to it, the customer shall pay liquidated damages to Axess of twenty percent (20%) of the gross order amount, without any requirement to apportion fault. This provision shall survive termination of these GTC.

**13.f.** Customer and Axess agree, that for a period of one year after termination of any contract between the parties, they shall not (i) induce or attempt to induce employee or officer of Axess or the Customer, to leave the employ of, or terminate its affiliation with Axess or the Customer, or in any way interfere with the relationship between Axess or the Customer, or any of their respective affiliates and any such person, or (ii) induce or attempt to induce any customer, supplier, licensee or other business relation of Axess or the

# General Business Terms and Conditions Axess Americas (GTC)



Customer, or any of their respective affiliates to cease doing business with Axess or the Customer, or their respective affiliates or in any way interfere with the relationship between any such customer, supplier, licensee or business relation and Axess or the Customer or any of their respective affiliates. The party that breaches this nonsolicitation provision shall be liable to the nonbreaching party in the amount of the annual salary of the employee who was so induced by the breaching party.

**13.g.** All of the terms and conditions set forth herein shall be binding upon and shall inure to the benefits of the parties hereto and their respective heirs, legal representative, successors and assigns.

**13.h.** Any claim or dispute arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. The parties shall use good faith to resolve their claims and disputes through mediation, which, unless the parties mutually agree otherwise, shall be in accordance with mediation laws and rules established in the Utah Code and/or by the Utah District Courts currently in effect. The party with a claim or dispute shall send a request for mediation to the other party. The parties agree that once a request for mediation has been made in writing and sent to the other party, any legal or equitable proceedings shall be stayed for sixty (60) days from receipt of such mediation request so that mediation can be scheduled and take place. Each party shall submit the name(s) of at least one (1) mediator who specializes in construction law to the other party. From the list of names, the parties shall mutually agree upon a mediator. If the parties cannot agree upon a mediator, the parties shall agree upon a neutral third party to select a construction law mediator for the parties. The parties agree to equally share the cost of mediation, including the mediator's fee, any filing fees, and any facility costs. The parties shall be responsible for their own attorney's fees incurred in preparation for and during mediation. The mediation shall be held in a neutral location, such as the mediator's office. Complete and fully signed agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction over the claim and/or dispute.

**13.i.** If litigation is commenced between the parties hereto to enforce or interpret any terms or provisions of this Agreement, the prevailing party in the action shall be entitled, in addition to all other relief and sums, to its reasonable costs and expenses incurred in litigation, including costs, expert witness fees, and reasonable attorney fees, both at trial and on appeal.

**13.j.** All notices that are required or desired to be given by either party shall be in writing and shall be personally delivered to the other party, mailed to the other party by United States certified or registered mail, postage prepaid, or faxed to the other party, addressed as stated in this Agreement, or sent via electronic communication to the addresses provided by party. Any such notice not personally served shall be deemed received forty-eight (48) hours after faxed or deposited in the mail to the address designated above and after twenty-four (24) hours after sent via electronic communication to the addresses provided by each party. A party may change its address for service of notice by providing written notice of the change to the other party.

**13.k.** These GTC shall be governed by and construed in accordance with the laws of the State of Utah, regardless of the laws that might otherwise govern under applicable principles of conflict of laws thereof. The application of the UN-convention on contracts for the International Sale of Goods (CISG) is explicitly excluded.

**13.l.** For purposes of any action or proceeding involving these GTC or any of the obligations of the parties, the parties hereby irrevocably submit to the jurisdiction of the courts of Summit County, State of Utah, or the United States District Court for the District of Utah (as the case may be), and agree not to raise and waives any objection to or defense based upon the jurisdiction or venue of any such court or based upon forum non conveniens. The parties agree not to bring any action or other proceeding with respect to these GTC or with respect to any obligations set forth herein in any other court unless such courts of the State of Utah and of the United States determine that they do not have jurisdiction in the matter.