Routeware

Order Form

Routeware Global

Order #:	Q-03663-1
Term:	12 Months
Date:	10/26/2022, 10:03 AM
Expires On:	1/13/2023

16525 SW 72nd Ave
Portland, Oregon 97224
United States

Phone: (503) 906-8500
Fax: (503) 906-8544
Email: info@routeware.com

Ship To
Sharon Smith
City of Nashville
740 South 5th Street
Nashville, Tennessee 37206
United States
(615) 862-8715
615-862-8799
sharon.smith@nashville.gov

Bill To
City of Nashville
740 South 5th Street
Nashville, Tennessee 37206
United States

SALESPERSON	PHONE	EMAIL	PAYMENT TERMS
Richard Huner	(334) 740-4214	rhuner@routeware.com	Net 10

Statement of Confidentiality & Non-Disclosure

This document contains proprietary and confidential information. All information and data submitted to City of Nashville is provided in reliance upon its consent not to use or disclose any information contained herein except in the context of its business dealings with Routeware Global. The recipient of this document agrees to inform present and future employees of City of Nashville who view or have access to its content of its confidential nature.The recipient agrees to instruct each employee that they must not disclose any information concerning this document to others except to the extent that such information is generally known to, and is available for use by, the public. The recipient also agrees not to duplicate or distribute or permit others to duplicate or distribute any material contained herein without Routeware Global's express written consent.

Routeware Global retains all title, ownership and intellectual property rights to the material and trademarks contained herein, including all supporting documentation, files, marketing materials, and multi-media.

BY ACCEPTANCE OF THIS DOCUMENT THE RECIPIENT AGREES TO BE BOUND BY THE AFOREMENTIONED STATEMENT

Pilot

PRODUCT	UNIT	QTY	UNIT PRICE	EXTENDED
Pilot Program	Each	1.00	USD 0.00	USD 0.00
			Pilot TOTAL:	USD 0.00

Payment Terms -

Pilot: Due upon receipt of invoice

Terms & Conditions Information

This Order and all products and services herein are subject to and limited to the terms and conditions located at https://www.routeware.com/Clients. Any purchase orders issued in response to this Order, will be deemed acceptance of such terms.

Notwithstanding anything in this Section to the contrary, any references to fees in the terms and conditions at https://www.routeware.com/Clients are not relevant to this "No Fee" Pilot. Customer is agreeing to all of the other terms and conditions, specifically including the Usage Terms. The fee terms will be negotiated at the conclusion of the Pilot if Customer agrees to proceed to a production contract with Routeware, Inc.

https://www.routeware.com/Clients   Password: RWClient1!

Prices are exclusive of any federal, state, or local taxes. The customer is responsible for all federal, state, and local taxes.
This system requires a specific server to operate Routeware software, which may need to be purchased separately.
This system requires cellular connectivity for each vehicle which may need to be purchased separately.
If route sequencing by Routeware is a requirement, additional professional services fees may apply.
On-Board Computer software is sold as a perpetual license, allowing the license to be activated on replacement hardware.
Any lapse in support voids perpetual license.

Pilot Program

Pilot Program Includes:
Testing of the system in ten (10) vehicles for ninety (90) days
"Hosted" in the cloud by Routeware
Installation of hardware in trucks
Combination of On-Site and Web-Based Training
24/7 Support for duration of Pilot

Trial period commences upon installation (effective date).
Upon pilot completion, on-loan hardware shall be returned to Routeware in operational and good condition.
    On-loan hardware defined as: OBC (with monitor, if applicable), Modem, Camera, and RFID.
If Customer chooses to keep on-loan hardware, Customer will be invoiced at the then-current rates for the equipment and is payment due and payable immediately.
If Route Sequencing is a requirement, additional professional services fees may apply.
Prices are exclusive of any federal, state, or local taxes. The customer is responsible for all federal, state, and local taxes.

Pilot Success Criteria is defined as demonstrated ability to:

- Successfully transmit routes from Routeware Control Center (RCC) to vehicles.

- Successfully show GPS mapping data in RCC for vehicles installed.
- Show events (e.g. pickups, skips, extras) in RCC for vehicles installed.
- Enable back office personnel to view pictures taken by drivers of extras or skips events.
- Enable back office personnel to view the percentage complete on the routes.
- Enable back office personnel to view dashboard alerts for idle, speed, behind schedule.

Pilot Hardware:

Ten (10) - HD Android Tablets with Full Install Kits
Ten (10) - Camera Controllers
Ten (10) - Camera Power Kits
Ten (10) - Standard HD Cameras
Ten (10) - Video Hardware Kits with Premium Video
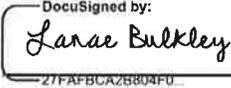One (1) - Monitor for Camera Controller

City of Nashville

Signature: _____   Date: _____

Name (Print): John Cooper   Title: Mayor, Metropolitan Government of Nashville and Davidson County

Routeware Global

Signature: *Lanae Bulkley*   Date: February 3, 2023

Name (Print): Lanae Bulkley   Title: Controller

Please sign and email to Richard Huner at rhuner@routeware.com or fax to (503) 906-8544

Reviewed By:

AR

ROUTEWARE GLOBAL
MASTER SALES AND LICENSE AGREEMENT

1. DEFINITIONS

The definitions of terms set forth in the Order are incorporated by reference herein. In addition, the following terms shall have the following meanings in the Order and in all Incorporated Agreements.

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity.

"Company" Routeware, Inc. and its subsidiaries

"Company Content" means any Intellectual Property created, acquired, or licensed by Company and included in the Company Platform and/or the Services, other than Customer Content.

"**Company Materials**" means the Company Platform, the Company Content, the Company Systems and any and all other information, data, documents, materials, works and other content, devices, methods, processes, hardware, software and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans or reports, that are provided or used by Company in connection with the Services or otherwise comprise or relate to the Services, the Company Platform or the Company Systems. For the avoidance of doubt, Company Materials do not include Customer Content.

"**Company Platform**" means Company mobile phone applications, web widgets, back-office administration dashboard, APIs and any third-party or other software that Company provides remote access to, or a license to use, as part of the Services, and all new versions, updates, revisions, improvements and modifications of the foregoing.

"Control" for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Confidential Information" has the meaning set forth in Section 10.

"Data Sets" mean digital data set(s) including, but not limited to, geographic, vector data coordinates, raster, or associated tabular attributes in Software compatible format(s) supplied by Company or as part of Third-Party Products.

"Designated Computer System" means a computer system and/or central processing units with associated network and licensed users, as set forth in the Order.

"Dispute" has the meaning set forth in Section 11.8.

"Documentation" means user guides, user manuals, specifications, and other documentation provided by Company including specific Truckware or Officeware, if any, as such documentation may from time to time be amended or modified by Company.

"Effective Date" means the date of Customer Signature or issuance of Purchase Order and Acceptance of the MSLA.

"Fees" means the amounts due for all Products and Services under the Order.

"Hardware" means all items designated in the Order as "Hardware."

"License Period" means the period listed on the Order, and any period of renewal (which shall be automatically renewing periods equivalent in length to the period listed on the Order), or, if no such period is stated on the Order, for automatically renewing periods of one (1) year started from the Effective Date or the Support Plan Commencement Date, as defined in the Support Plan Terms & Conditions, section 2.1, whichever occurs later.

"MSLA" means this Master Sales and License Agreement.

"Officeware" means all server-based or desktop-based, Software, if any, that is provided to Customer by Company under this Agreement, whether installed at Customer's site, hosted by Company or cloud- hosted, other than Truckware.

"Order" means the order to which this MSLA and any other Incorporated Agreements are incorporated by reference.

"Products" means Hardware and Software.

"Services" means all items designated in the Order as "Services" and "Support."

"Software" means all items designated in the Order as "Software" and includes all

Updates. **"Support"** means all items designated as "Support" in the Order.

"Taxes" has the meaning set forth in Section 2.3.

"Third-Party Products" means hardware and software sold by Company that is manufactured, developed or made available by other companies and distributed by Company for use in conjunction with the Products, including but not limited to products from Microsoft, Google, and open source or "free" software.

"Third-Party Terms" has the meaning set forth in Section 4.

"Truckware" means all Software that operates on hardware that is integrated into the Customer's vehicle fleet, if any, whether such hardware is sold by Company or certified and approved by Company in writing.

"Updates" are subsequent releases of Software which Company generally makes available to its customers who have purchased a Support Plan. Updates typically include bug fixes, patches, and feature enhancements. Updates typically do not include any new functionality that constitutes a new product (which is so designated at Company's sole discretion) for which Company charges a separate fee. Updates are provided as and when available (as determined by Company) and may not include all previously available supported features. Company develops Updates in its discretion and has no obligation to develop any specific feature or functionality.

2. GENERAL ORDERING PROCESS AND PAYMENT

2.1 Delivery. Company will use reasonable efforts to meet the delivery dates for Products and Services that are specified in the Order. All Product shipments are delivered F.O.B. to Company's facility, with title and risk of loss passing at that time. All Products are deemed accepted upon delivery. Delivery delay or default of any installment shall not relieve the Customer of its obligation to pay for Products or Services provided by Company or accept remaining deliveries of Product.

2.2 Payment Terms and Remedies. Unless otherwise stated in the Order, Customer will pay all invoiced Fees in the currency set forth in the Order within ten (10) days following invoice date. All Fees are non-refundable. Fees for Software are based on parameters set forth in the Order (such as number of trucks or users) and not actual usage, and cannot be reduced or refunded during the License Period based on non-use. In the event of non-payment by Customer of any Fees, Company may, at its option, delay the delivery of Products and/or suspend Services and Support until all overdue Fees have been paid in full. If Company permits delayed payment or otherwise finances any purchases of Products by Customer,

    (a) Customer grants to Company a first priority, purchase money security interest in such Products as collateral until payment is made in full,

    (b) Company will enjoy all rights and remedies available to it with respect to such collateral under applicable law,

    (c) Customer will take all steps reasonably requested by Company to facilitate such security interest, and

    (d) Customer will not transfer nor permit any other security interests or liens to be applied to such Products until payment is made in full.

In addition, a "returned payment" fee will be assessed for any payment (including any ACH or electronic payments) on Customer's account which is dishonored or returned unpaid for any reason (including any payment returned because it is not signed, authorized or cannot be processed for any reason). If Company incurs a foreign exchange loss because of a returned payment and the subsequent foreign exchange rate is unfavorable to Company, the loss will be assessed to Customer.

2.3 Taxes and Duties. Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, but not limited to, any sales, value added or goods and services tax, or other governmental charges or tariffs imposed or payable in connection with the rights granted to Customer under this Agreement, or

in connection with the payment of Fees (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If Company has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, Company will invoice Customer and Customer will pay that amount, unless Customer provides Company with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Company is solely responsible for taxes assessable against it based on its income, property and employees.

2.4   Price Adjustment. Beginning on the first full calendar year commencing after the Effective Date or on the one-year anniversary of the Effective Date, Company may, upon thirty (30) calendar days' prior notice to Customer, prospectively increase any Fees.

3. **SOFTWARE LICENSES; SUPPORT**

    3.1   License. Subject to the provisions of the Agreement (including any geographical or location restrictions set forth in the Order), subject to the Customer's payment of the Fees described in the Order, Company grants a limited, personal, non-transferrable, non-sublicensable, non-exclusive license during the License Period (which can be for a period certain or perpetual) to Customer:

    (a)   To operate the Officeware, if any, Data Sets, if any, and Products, and use the Services for Customer's internal purposes as set forth and subject to the limitations in the Order, in accordance with the Documentation.

    (b)   To operate the Truckware, if any, on up to the number of trucks authorized on the Order, in accordance with the Documentation. Under no circumstances may Customer load Truckware on hardware (including computers and peripherals) that is not sold or certified and approved by Company.

    (c)   To use the Documentation in connection with the licenses described in subsections (a) and (b).

    (d)   The Products and/or Services may contain functionality that uses anonymized customer data. Customer agrees that their anonymized data will be used in the Company's Products and/or Services.

    3.2   Period of License. The license described in Section 3.1 will continue in force for the License Period, subject to, in the case of a subscription, either party electing against renewal or requesting reduction of any product by notifying the other party in writing at least ninety (90) days prior to the end of the then-current License Period. Such notice must be provided on Customer's company letterhead, include the date of the notice, applicable products and quantity, signed by an authorized party, and may be submitted electronically.

    3.3   Restrictions; Reservation of Rights. Customer agrees not to (and to not enable any third party to):

    (a)   reverse engineer or otherwise attempt to discover the source code of or trade secrets embodied in the Software (except to the extent required by law or as necessary for interoperability purposes as required under terms and conditions required by the providers of Third-Party Products);

    (b)   distribute, transfer, grant sublicenses to, or otherwise make available the Software or Documentation to third parties, including making the Software or Documentation available

    (i)   through resellers or other distributors, or

    (ii)   as an application service provider, service bureau, or rental source;

    (c)   embed or incorporate in any manner all or part of the Software into other applications of Customer or third parties other than as authorized in applicable Documentation;

    (d)   create modifications to or derivative works of the Software;

    (e)   reproduce the Software;

    (f)   attempt to modify, alter, or circumvent any license control and protection mechanisms within the Software;

    (g)   use or transmit the Software in violation of any applicable law, rule or regulation, including any export/import laws;

    (h)   if the Order sets forth a Designated Computer System, use the Software on a computer system other than a Designated Computer System; remove, obscure or alter any copyright notices or any name, trademark, service mark, tagline, hyperlink or other designation included on any display screen within the Software;

    (i)   create any software that competes with the Software or provides substantially the same functions as the Software; or

(j)   use the Software in a country other than as indicated in the Order. All Software is a "commercial item," as that term is defined at 48 C.F.R. 2.101 (OCT 1995), and more specifically is "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R.12.212 (SEPT 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (JUNE 1995), Software is provided to U.S. Government End Users

(i)   only as a commercial end item and

(ii)   with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

Other than as stated in this Agreement, Company grants Customer no other right, title or interest in any Software.

4.   THIRD PARTY PRODUCTS. Third-Party Products may be subject to additional license terms and restrictions ("Third-Party Terms"), which Company will make available to Customer as required by the suppliers of such Third- Party Products. In the event of a conflict between the terms of this Agreement and any Third-Party Terms, the Third- Party Terms shall control to the extent of the conflict. Company hereby assigns to Customer (to the extent assignable) all warranties given by the supplier(s) of Third-Party Products; provided, however, that Customer agrees to look to the supplier(s) for any Third-Party Products warranty, service and other post-purchase issues. Customer is solely responsible for obtaining any and all components, updates, new versions, and releases for any Third-Party Products necessary for use in connection with the Products.

5.   AUDITS. During the term of the Agreement and for a period of one year thereafter, Company will have the right to perform an audit not more than once each year to verify that Customer is using the Products in compliance with the Agreement. The audit will include at a minimum Company having access to all Software, Hardware, Documentation and related Customer equipment (including all servers and personal computers that contain Officeware, and any hardware that contains Truckware). The audit will be performed from Monday through Friday, between 8:00 a.m. and 5:00 p.m. local time, and upon not less than 15 days' prior written notice to Customer. The audit will be conducted virtually or onsite at the Customer's premises, at Company's sole cost and expense, subject to reasonable security and access restrictions. Customer will be permitted to have Customer personnel present during the audit. If an audit conducted under this section discloses that Customer has underpaid by more than 3% any amounts payable under this Agreement during the period covered by the audit, Customer will pay Company the amount of that underpayment.
(1)

6.   INTELLECTUAL PROPERTY RIGHTS. Title to the Company Materials (excluding any Customer Content incorporated therein) shall at all times remain with Company or its third-party licensors as applicable. Customer acknowledges that the Services and the Company Materials are proprietary to Company and that all rights thereto are owned by Company or its third-party licensors as applicable. The Customer further acknowledges that the Company Materials contain trade secrets of Company and that the Company Materials are protected by U.S., Canadian and international copyright and other Intellectual Property Laws and treaties. Under no circumstances will a copy of any software comprising the Company Platform be provided to the Customer. The Customer shall not reverse engineer or directly or indirectly allow or cause a third party to reverse engineer the whole or any part of the Company Platform.

7.   REPRESENTATIONS AND WARRANTIES; DISCLAIMER

7.1   Mutual. Each party represents and warrants to the other party that:

(a)   it has the full corporate right, power and authority to enter into this Agreement and to perform the acts this Agreement requires of it;

(b)   the execution of this Agreement and performance of its obligations under this Agreement do not and shall not violate any other agreement to which it is a party;

(c)   when executed and delivered this Agreement constitutes the legal, valid and binding obligation of such party; and

(d) any and all activities it undertakes in connection with this Agreement shall be performed in compliance with all applicable laws, rules and regulations.

7.2 Hardware and Software Warranties.

(a) Subject to the exceptions listed below in part (b), Company warrants

(i) that the Hardware, if applicable, will be free from material defects in materials and workmanship and will operate in all material respects in accordance with its applicable Documentation (the "Hardware Warranty") for one year from the date of initial shipment (the "Hardware Warranty Period"); and

(ii) that the Software will be free from material defects and workmanship and will operate in all material respects in substantial conformance with the Documentation (the "Software Warranty") for a period of ninety (90) days from the date of initial delivery (the "Software Warranty Period"). Customer may purchase renewals of the Hardware Warranty Period, if applicable, through extended service plans made available by Company in its discretion. Following the end of the Hardware Warranty Period, if applicable, Company will have no further obligation to repair or support the applicable Hardware. Following the ninety (90) day Software Warranty Period, all software performance issues are governed by the Service Level Agreement.

(b) To the extent permitted by state law, Company's entire liability and Customer's exclusive remedy for any reported breach of the Hardware Warranty, if applicable, or Software Warranty will be repair or replacement of the defective Product. If Company cannot repair or replace the defective Software during the Software Warranty Period, Company will refund all amounts paid by Customer for the defective Software. All claims must be received by Company promptly upon discovery of any defect, and in no event after expiration of the applicable Warranty Period. The foregoing Hardware, if applicable, and Software Warranties do not apply to any defect or failure to operate that is attributable to:

(i) Customer's misuse or abuse of or failure to maintain the Product;

(ii) Customer's failure to operate the Product in accordance with the Documentation;

(iii) input errors, data conversion errors or other such errors, such as Customer's failure to sequence route stops independently or through a Company professional services agreement;

(iv) any change made to the Product by Customer without Company's written approval;

(v) any defect, limitation or incompatibility in any equipment or other component installed by Customer;

(vi) any accident, catastrophe, act of God, or interruption or fluctuation in electrical power supplies;

(vii) any material change in Customer's business or in the operating conditions under which the Product is used;

(viii) translations; or

(ix) Third-Party Products.

7.3 Disclaimer. TO THE EXTENT PERMITTED BY STATE LAW, THE WARRANTIES OF SECTION 7.2 ARE THE EXCLUSIVE WARRANTIES OFFERED BY COMPANY AND COMPANY MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. ALL OTHER CONDITIONS AND WARRANTIES, INCLUDING ANY CONDITIONS OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, MERCHANTABILITY, SUITABILITY AND THOSE THAT ARISE FROM ANY COURSE OF DEALING OR COURSE OF PERFORMANCE, ARE HEREBY DISCLAIMED.

8. LIMITATION OF LIABILITY

8.1 INDIRECT DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY STATE LAW AND EXCEPT WITH RESPECT TO THE FAILURE TO PAY AMOUNTS PROPERLY OWED, SECTION 10 (CONFIDENTIALITY), OR VIOLATIONS OF COMPANY'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY, WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE, FOR ANY INDIRECT DAMAGES THAT ARISE FROM OR RELATE TO THIS AGREEMENT (INCLUDING LOST PROFITS, LOST DATA AND ANY OTHER INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES), WHETHER FORESEEABLE OR NOT AND WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2   TOTAL LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY STATE LAW AND EXCEPT WITH RESPECT TO THE FAILURE TO PAY AMOUNTS PROPERLY OWED, BREACHES OF SECTION 10 (CONFIDENTIALITY), OR VIOLATIONS OF COMPANY'S INTELLECTUAL PROPERTY RIGHTS, EACH PARTY'S AGGREGATE CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT (INCLUDING ANY WARRANTY CLAIMS) WILL NOT EXCEED, IN THE AGGREGATE AND REGARDLESS OF WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE, THE TOTAL AMOUNT PAID OR PAYABLE BY CUSTOMER TO COMPANY IN THE 12 MONTHS PRIOR TO THE EVENT THAT GAVE RISE TO LIABILITY. EXCEPT WITH RESPECT TO THE FAILURE TO PAY AMOUNTS PROPERLY OWED, BREACHES OF SECTION 10 (CONFIDENTIALITY), OR VIOLATIONS OF COMPANY'S INTELLECTUAL PROPERTY RIGHTS, NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS UNDER THIS AGREEMENT MAY BE BROUGHT BY EITHER PARTY HERETO MORE THAN TWO YEARS AFTER THE CAUSE OF ACTION HAS OCCURRED.

8.3   ALLOCATION OF RISK. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE RISK BETWEEN THE PARTIES. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THE REMEDIES IN THIS AGREEMENT HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

9.   TERM AND TERMINATION

9.1   Term of Agreement. The Agreement begins on the Effective Date and continues through the License Period, until terminated pursuant to this Section 9 and Section 3.2.

9.2   Termination Rights. The Agreement (including any of the Incorporated Agreements) may only be terminated as follows:

(a)   by mutual, written agreement of the parties;

(b)   by either party if the other party materially breaches the Agreement, and does not cure the breach within 30 days after receiving written notice from the non-breaching party;

(c)   at the end of the License Period**;** or

(d)   by either party if the other party makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of or becomes subject to any proceeding under the U.S. Federal Bankruptcy Act or any other foreign or domestic statute, law, rule or regulation relating to insolvency or the protection of rights of creditors, which proceeding is not dismissed within 60 days.

9.3   Effect of Termination. Upon any termination of this Agreement, without prejudice to any other rights or remedies which the parties may have, the following applies:

(a)   Customer shall immediately cease all use of all Hardware and all Software and delete or return to Company all copies of Software in Customer's possession;

(b)   all other rights and obligations immediately cease, except that Sections 2.2, 3.3, 5, 7.3, 8, 9.3, 10, 11 of the MSLA, Section 2.2 of the Support Plan (if the Support Plan is an Incorporated Agreement), and Sections 5.1, 6, 7, 8, 9, and 10 of the Professional Services Agreement (if the PS Agreement is an Incorporated Agreement) shall survive termination;

(c)   upon written demand, each party as a receiving party will return or destroy all of the other party's Confidential Information; and

(d)   Customer will immediately pay Company any undisputed amounts still outstanding. For clarity, undisputed amounts include all payments owed by Customer during the entire term of the Agreement.

10.   CONFIDENTIAL INFORMATION; PUBLICITY

10.1   Confidential Information. Both parties recognize that they may each receive (as a "Recipient") from the other (as a "Discloser") certain confidential and valuable proprietary information that is identified pursuant to the terms of this Section 10 as confidential (collectively, the "Confidential Information"). Both parties agree to identify any Confidential Information as follows: if written, with a written legend that says "confidential" or a similar term; or if verbal, by identifying the information as confidential when disclosed, and then sending the Recipient a written

confirmation of that confidential status within 30 days after disclosure. Unless mandated by law, a Recipient will not, without the Discloser's prior written consent, disclose Confidential Information to any person other than those of its employees, independent contractors or consultants who need to know it for the purposes of this Agreement and who are bound by confidentiality agreements with the Recipient that are at least as protective as this section. A Recipient may only use Confidential Information for the purpose of this Agreement. A Recipient will handle any Confidential Information with the same care as it does its own confidential information, but in any event no less than reasonable care. None of the provisions of this section, however, apply to any Confidential Information that meets any one of the following criteria:

(a) information possessed by the Recipient without restriction prior to receiving it from the Discloser, provided that the Recipient can demonstrate such possession was obtained lawfully;

(b) information that the Recipient developed independently and without use of or reference to the Confidential Information, as documented by its written records;

(c) information that the Recipient receives from another party who is not in breach of any of that party's obligations as a result of that disclosure;

(d) information that the Discloser intentionally discloses to any other party without any restriction on confidentiality; or

(e) information disclosed pursuant to law.

Additionally, a Recipient may disclose Discloser's Confidential Information to the extent that a court or other governmental body orders such Confidential Information disclosed by the Recipient, provided that the Recipient promptly notifies the Discloser of such order and provides the Discloser with notice and opportunity to contest it, if possible. These obligations shall survive the termination of this Agreement for a period of five (5) years, except with respect to any source code, which will remain protected until it is no longer Confidential Information. This section does not intend to grant a Recipient any ownership interest or license or right to any intellectual property rights of the Discloser.

10.2 Terms; Publicity. The parties will keep the terms and conditions of this Agreement confidential and will not divulge any of this information to any third party except as follows:

(a) with the prior written consent of the other party;

(b) as otherwise may be required by law or legal process;

(c) during the course of litigation, so long as the disclosure is restricted in the same manner as is the confidential information of other litigating parties; and

(d) in confidence to its legal counsel, accountants, banks, and financing sources and their advisors solely in connection with complying with or administering its obligations with respect to this Agreement; provided that, in (b) and (c) above, to the extent permitted by law, the disclosing party will use all legitimate and legal means available to minimize the disclosure to third parties, including seeking a confidential treatment request or protective order whenever appropriate or available, and the disclosing party will provide the other party with at least 10 days' prior written notice of such disclosure.

Neither party may use the other party's trade names, trademarks or service marks, or engage in any publicity regarding this Agreement or its subject matter, without the other party's express written consent, which will not be unreasonably withheld or delayed.

11. MISCELLANEOUS

11.1 Independent Contractors. The parties are independent contractors with respect to each other, and nothing in this Agreement shall be construed as creating an employer-employee relationship, a partnership, agency relationship or a joint venture between the parties.

11.2 Insurance. Each party will maintain, at its own expense during the term of this Agreement, insurance appropriate to its obligations under this Agreement, including as applicable general commercial liability, errors and omissions, employer liability, automobile insurance, and worker's compensation insurance as required by applicable law.

11.3 Customer Responsibility. Customer is solely responsible under the Agreement for all actions of its officers, directors, employees and contractors. Customer is solely responsible for the use of the Software, including but not limited to: assuring proper installation and configuration (if not installed and configured by Company); audit controls and methods; establishing adequate backup plans; converting data to and from the data structures used by the Software; assuring adequate data input and retrieval; and using the Software as set forth in the Documentation. Company is not responsible for any loss of data by Customer resulting from improper conversion Customer's data to or from the data formats and data structures used by the Software. Customer has sole responsibility for the accuracy, quality, integrity, reliability and appropriateness of all Customer data. Customer is solely responsible to prevent unauthorized access to, or use of, Products or Services hereunder, and will notify Company promptly of any such unauthorized access or use. Customer will comply with all applicable laws in its use of Products and Services hereunder.

11.4 Force Majeure. Each party will be excused from any delay or failure in performance hereunder, other than the payment of money, caused by reason of any occurrence or contingency beyond its reasonable control, including but not limited to acts of God, earthquake, flood, labor disputes and strikes, riots, war, pandemics, telecommunications failures (including any systemic Internet failures and any interruptions in services of internet service providers), and governmental requirements. The obligations and rights of the party so excused will be extended on a day-to-day basis for the period of time equal to that of the underlying cause of the delay.

11.5 Assignment. Neither party may assign its rights or obligations under this Agreement to any other person or entity, except for assignment and transfer of all of a party's rights and obligations under the following circumstances:

(a) with the express written consent of the other party, which may not be unreasonably delayed or withheld;

(b) as part of a re-organization or restructuring;

(c) to the surviving entity of a merger transaction; or

(d) to the purchaser of a Controlling Interest in, or more than 50% of, the assets of the assigning party. A "Controlling Interest" means more than 50% of the total outstanding voting stock of the assigning party. Any attempted assignment or delegation in violation of this section is void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties and their respective successors and assigns.

A license transfer fee may be assessed by Company in the event of Customer acquisition/change in control.

11.6 Changes & Waivers. Company reserves the right to change the terms and conditions of this Agreement at any time. It is Customer's responsibility to check these terms and conditions periodically for changes. No waiver of any breach of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach, and no waiver is effective unless made in writing and signed by an authorized representative of the waiving party.

11.7 Governing Law. The laws of the State of Tennessee, without regard to conflict of laws rules, govern the interpretation and enforcement of this Agreement.

11.8 Dispute Resolution.

(a) The parties desire to resolve certain disputes, controversies and claims arising out of this Agreement without litigation. Accordingly, the parties may use the following alternative dispute procedure as their initial recourse with respect to any dispute, controversy or claim arising out of or relating to this Agreement or its breach. The term "Dispute" means any dispute, controversy or claim to be resolved in accordance with this dispute resolution procedure.

(b) At the written request of a party, each party shall appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any Dispute. These negotiations shall be conducted by non-lawyer, business representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures, such as mediation, to assist in the negotiations.

(c) If the negotiations do not resolve the Dispute within ten (10) business days of their commencement or such negotiations do not commence within seven (7) days of request by the other party in writing, then either

party shall be free to pursue all rights and remedies as set forth in this Section 11.8.

(d)   The arbitrator shall have no authority to award any punitive, exemplary, special or consequential damages of any kind. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The number of arbitrators shall be one (1). The arbitrator shall have the power to decide any motions brought by any party to the arbitration, including motions for summary judgment and/or adjudication and motions to dismiss and demurrers, prior to any arbitration hearing. The arbitrator shall issue a written decision including findings of fact and conclusions of law on the merits of its award. The arbitrator shall have the power to award any remedies, including attorneys' fees and costs, available under applicable law.

11.9   Conflicts. In the event that any term of this Agreement conflicts with governing law or is held to be ineffective or invalid by a court of competent jurisdiction, such term will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remaining terms of this Agreement shall remain in full force and effect.

11.10 Notices. Unless stated otherwise, all notices, consents and approvals under this Agreement must be delivered in writing by courier, by facsimile, by email or by certified or registered mail (postage prepaid and return receipt requested) to the other party at the address set forth on at the beginning of this Agreement, and are deemed delivered when received. Either party may change its address for notices by notice to the other party given in accordance with this Section 11.11. Customer is responsible for providing Company with its complete and accurate billing and contact information and notifying Company of any changes to such information.

11.11 Counterparts. The Agreement may be executed in counterparts, each of which will be deemed to be an original and together will constitute one and the same agreement. This Agreement may also be executed and delivered by electronic signature or facsimile and such execution and delivery will have the same force and effect of an original document with original signatures.

11.12 Headings; Interpretation. Headings are used in the Agreement for reference only and will not be considered when interpreting this Agreement. As used in this Agreement, "includes" (or "including") means without limitation.

11.13 Export Compliance. The Products may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied- party list. Neither party will access or use any Products or Confidential Information provided to it hereunder in a U.S.-embargoed country or region (currently the Crimea region, Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or governmental regulation.

11.14 Anti-Corruption. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

11.15 No Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

11.16 Integration. This Agreement and the Orders together constitute the entire agreement between the parties with respect to the Products and Services and supersede all prior and contemporaneous discussions, negotiations, communications or agreements regarding the same subject matter. The terms on any purchase order, invoice, or other ordering document will have no effect and are hereby rejected.

ROUTEWARE GLOBAL
SERVICE LEVEL AGREEMENT (SLA)

1. Uptime Service Levels for Routeware Hardware and Software platforms

Every effort will be made by Routeware to conduct periodic monitoring of its Software & Hardware platforms to assess availability in order to meet the following service availability targets.

Objective	Definition	Target
Hardware Uptime*	Routeware Hardware application availability time	99%
Software Uptime	Routeware Software application availability time (EasyRoute, RCC, EnCore, etc.)	99%

*Scheduled service unavailability times are not included in our service availability calculations. Uptime is measured every 180 days over standard service across all customers.

2. Hardware and Software Support Service Level Matrix – Notification from Clients of a defect or via internal audit reports

HARDWARE SUPPORT LEVEL MATRIX
- Tier 1 Level Support will investigate, and action next steps. Tier 2 Level Support will target to provide initial response to Client within 1 Business Day when received via email. If an email, chat or call is made related to a Tier 1 Support case, Client will receive the initial response immediately and/or within the first 12 hours.
- In the event that a Field Service Technician is required/requested, Technical Support will liaise with Routeware's Fulfillment team to assist with finding a Routeware approved installer.
- If the issue relates to a hardware malfunction and Client is unable to utilize Routeware hardware to operate, Routeware will endeavor to resolve the issues, or replace the hardware device in accordance with the terms of Routeware's hardware warranty as specified in the Routeware Global Master Sales and License Agreement. In some cases, a workaround may be provided to Client until a hardware replacement is received. While Routeware may provide replacement hardware with expedited or overnight shipping, Routeware is not responsible for delays by the shipping carrier as they are outside of our control.

SOFTWARE SUPPORT LEVEL MATRIX: The following table details the different priorities for incidents on Routeware Software Services. *Note: All hours and days listed are business hours, or business days and valid from the date/time of notification to Routeware. All target diagnosis and resolution times are approximate; Routeware will use commercially reasonable efforts to address within stated timelines below.

Severity Level	Details	Target Acknowledgement*	Target Initial Diagnosis time**	Target Resolution time***
P1 – Priority Level 1	**A critical severity issue has significant to critical impact on business, production, etc.**	**1 Hour**	**1 Day**	**Hotfix may be applied to affected clients and general release in one of next two updates, if deemed appropriate for all customers**
P2 – Priority Level 2	**An issue that has some business impacts on the production system resulting in some loss of functionality. A workaround may be available and software is still usable but operating sub-optimally.**	**1 Day**	**5-10 Days**	**Within current or next release, where appropriate**
P3 – Priority Level 3	**A case that has no immediate impact on the performance, quality or functionality of the software system.**	**3 Days**	**10-15 Days**	**N/A**

*Target Acknowledgement: Routeware will aim to respond to Client to acknowledge a fault notification within the corresponding time (measured from the earlier of the time of receipt of Customer notification or the time Routeware becomes aware of the defect) for the Severity Level set out in the table above.

**Target Initial Diagnosis: Routeware will use reasonable endeavors to respond to Client within the corresponding time for the Severity Level set out in the table above with the results of its initial diagnosis of a defect and advise the Client of the cause of the issue and how it intends to resolve the issue.

***Target Resolution of Defects: Routeware will aim to resolve the defect within the corresponding time (measured from the earlier of the time of receipt of the Customer notification or the time Routeware becomes aware of the defect) for the Severity Level set out in the table above.

3. LIMITATIONS

The resolution of defects does not include work addressing system limitations due to Client system related issues.

Further, this SLA and any applicable Service Levels do not apply to any performance or availability issues due to:

a) Scheduled maintenance where Routeware has given at least 2 business days' notice in advance to the Client, or

b) Circumstances beyond the reasonable control of Routeware, including without limitation: acts of Government authority, war, sabotage, fire, flood, strike or other labor disturbance, failure of third–party software or equipment, or

c) Any act or omission of the Client, or their authorized agent, including without limitation, negligence, willful misconduct, or use of Routeware services in breach of Routeware's Terms and Conditions.

4. Scheduled Maintenance

When an outage is required for scheduled maintenance, Routeware is required to communicate all scheduled service outages by giving at least 24 hours' notice in advance to the Client. Routeware will make every effort to perform any scheduled maintenance events during non-business hours to minimize impact to Client's business operations.

5. Routeware Technical Support Availability

Routeware's Standard Technical Support Hours are between 5:00 a.m. – 5:00 p.m. Pacific Standard Time Monday-Friday, excluding Holidays listed below (holidays subject to change). For Holidays that occur on a Saturday or Sunday, the Holiday is observed either the Friday before, or following Monday. For critical issues after standard business hours and on Holidays outlined below, an "on-call" support representative will be available.

North America Holiday Schedule:

- New Year's Day
- MLK Day
- Memorial Day
- Independence Day (United States)
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day

Canadian Holiday Schedule:

- New Year's Day
- Family Day
- Good Friday
- Victoria Day
- Canada Day (Newfoundland Memorial Day)
- Civic Holiday
- Labour Day
- Day for Truth & Reconciliation
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day
- New Year's Day

UK Holiday Schedule:

- New Year's Day
- Good Friday
- Easter Monday
- Early May Bank Holiday
- Spring Bank Holiday
- Platinum Jubilee Bank Holiday
- Summer Bank Holiday
- Christmas Day
- Boxing Day

6. DEFINED TERMS

- **Critical Functions** (P1) could include, where relevant, inability to process billing, generate invoices, accept and process payments, unable to run any system reports, Dispatch system is inoperable, frozen sessions, multiple devices with chronic crashes or failure of on-board computer tablets, etc.
- **Priority Level 2** (P2) functions still have a significant impact to the Client's business and could include, where relevant, Smart Truck failures fleet wide, a subset of drivers are having similar issues with tablets, a primary report is not functioning, etc.
- **Priority Level 3** (P3) issues are less severe, and often include professional services requests such as training, configuration assistance, issues with a workaround provided by Routeware, general questions, etc.
- **Defect** means any failure of Hardware or the Services which: (i) does not result from any act or omission of the Client, or their authorized agent, including without limitation, negligence, willful misconduct, or use of Routeware services in breach of Routeware's Terms and Conditions, and; (ii) is not outside the reasonable control of Routeware, including without limitation: acts of any government authority, war, sabotage, fire, flood, strike or other labor disturbance, failure of third party software or equipment.
- Resolution and Resolve are references to the implementation of a permanent solution to a Defect.

7. INCIDENT RESPONSE and ROOT CAUSE ANALYSIS

An incident is an unplanned interruption to Routeware's Technology Solutions that is not a result of the Client making configuration or other types of changes. Incidents may occur due to misconfiguration, corrupted data or service crashes, etc. In the unlikely event that an incident occurs to a Client's hardware or software solutions, an Incident Management Response Process is initiated in order to log, record and resolve the incident(s) as quickly as possible to restore the business process or service back to normal. As part of Routeware's Incident Management Response Process, an RCA (root cause analysis) is completed and will be provided to Client upon request.

APPENDIX TO ORDER - ADDITIONAL ORDER TERMS (ASI)

1.   **Definitions**

"Commercial Client" means a commercial record or data storage center serving or attempting to serve, more than one disassociated customer.

"Corporate Client" means a business operating a noncommercial records or data storage center whose purpose is to serve its needs or the needs of affiliated persons or entities.

"End User Client" means the customer of the record center.

"Error" means any failure of the Software to conform in all material respects to the functional specification for the Software published from time to time by Company. However, any nonconformity resulting from the Customer's misuse or improper use of the Software or combining or merging the Software with any software not supplied by Company, or hardware not authorized to be so combined or merged by Company, shall not be considered an Error.

"Error Correction" means either a software modification or addition that, when made or added to the Software, establishes material conformity to the Software or Documentation that, when observed in the regular operation of the Software, eliminates the practical adverse effect on Customer of such nonconformity.

"Standard Working Hours" means the hours between 8:00 a.m. and 5:00 p.m. Eastern Standard/Daylight times, Monday through Friday, excluding regularly schedules Company holidays. "Nonstandard Working Hours" means all hours of all days that are not Standard Working Hours.

2. **Termination**

The Agreement shall be effective from the Effective Data and shall continue thereafter until terminated, pursuant to other provisions of this Agreement.

3. **Initial Installation**

Training and additional consulting services require execution of a Professional Services Agreement.

Software installation, training, daily support and instructional manual(s) for or with respect to an End User Client is the primary responsibility of the Commercial and/or Corporate Client. Company will provide secondary support to End User Client only as designated in a Professional Services Agreement.

4. **Fees and Charges**

4.1   When ordering any hardware, scanner, or other computer equipment from Company, it is necessary to send FULL payment to Company before any hardware can be shipped.

4.2   One-half of all software costs, data conversions, etc. must be paid before Company will begin programming and customization procedures. The remaining half payment will be due 15 days after the date software is received.

4.3   Frequently, a Company representative will travel to a customer's site for training, installation, etc. Fees for programming time, etc. must be paid in advance. All travel expenses can be paid in advance on an estimated basis or paid by Company and reimbursed by client. If Company initially pays expenses, a 15% surcharge will be added to the cost of these expenses when reimbursement is sought.

4.4   Customers who travel to Company for training, etc. will be responsible for their expenses. Training fees must be paid in advance.

4.5   Programming time billed for emergency support, "system crashes", network, printer, third-party software, or other hardware support, and also all support for non-User Group members will be billed at the end of the month and will be due net 15 days.

5. **Support**

5.1   Customer is required to have a support plan with any license purchased from the Company. Cancellation of the support plan cancels the license.

5.2   Company agrees to be responsible for using all reasonable diligence in correcting verifiable and reproducible Errors when reported to Company in accordance with Company's standard reporting procedures. Company shall, within 24 hours of verifying that such an Error is present, initiate work in a diligent manner toward development of an Error Correction or work around. Following completion of the Error Correction, Company shall at its option provide the Error Correction through a temporary work around consisting of sufficient programming and operating instructions to implement the Error Correction, and Company shall include the permanent Error Correction in all subsequent releases of the Software. Company shall not be responsible for correcting Errors in any version of the Software other than the most recent release of the Software, provided that Company shall continue to support prior releases superseded by recent releases for a reasonable period sufficient to allow Company to implement the newest release, not to exceed 120 days.

5.3   Company may, from time to time, issue Updates to its customers, generally for an additional charge. Company shall provide Customer with one copy of each new Update, without additional charge. Company shall provide reasonable assistance to help Customer install and

operate each new Update. If such assistance is required to be provided at Customer's facility, additional charges will apply.

5.4   Support Program Veri-Shred, VCK-SQL®, ASI Mobile
1) Pricing set forth in Order.
2) Includes Updates.
3) Custom programming, and training are priced separately and require a Professional Services Agreement or approved work authorization.

5.5   Client Software Support Program (VCK webCONNECT™, InfoKeeper™, Client Vault Keeper™, VVK webCONNECT, VVKweb.NET, VCKweb.NET)
1) Pricing set forth in Order.
2) Provide secondary support for Records Center's Customers. Company supports the Records Center, the Records Center supports the Customer.
3) Includes Updates.
4) Database repair, custom programming and training are priced separately and require a Professional Services Agreement.

5.6   Database Conversion, Custom Programming and Database Repair, On-Site services
1) Data Conversion - Conversion services will require a Professional Services Agreement, or approved work authorization prior to work being completed.
2) Custom Programming and Database Repair
   a. Custom programming will require a Professional Services Agreement.
   b. Database repair will be performed based on Company's then-current rates and will require an approved work authorization.
3) On-site Services
   a. Customer shall be responsible for all travel expenses associated with on-site services. A 15% service charge will be added to travel costs invoiced to client by Company.
   b. Technical staff charges are based on a minimum 8-hours per day. No partial days.

5.7   Customer Responsibilities

Customer agrees to be responsible for procuring, installing, and maintaining all equipment, telephone lines, communications interfaces, and other hardware (other than the hardware constituting the program control center maintained at Company's facilities) necessary to operate the Software and to obtain from Company the services called for by this Agreement.

APPENDIX TO ORDER - ADDITIONAL ORDER TERMS (EASYROUTE)

1.   **HERE License Provisions**

1.1   HERE provides Company with road network data on an annual basis. Quarterly and semi-annual updates are available for higher fees.

1.2   HERE License Restrictions:

(a) Customer shall not make available the HERE Materials or related services (or any portions thereof or information derived therefrom) to any third party (including any Customer Affiliates and subcontractors). This is without prejudice to the rights that a value-added reseller Customer will have**.**

(b) Customer shall always use **the** latest version of the HERE Materials made available. Customer shall not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, as applicable, of all or any portion of the HERE Materials or related services.

(c) Customer shall not use the HERE Materials in any way that could risk the HERE Materials becoming subject to open source licenses or public domain.

(d) Customer shall not create mash-ups, enhanced services or similar, if such will result in (i) the creation of a derivative location platform or content product that is competitive with a substantially similar product or service of HERE; (ii) the degradation of the perceived quality of the HERE Materials or related services or any information derived therefrom; or (iii) the incorrect attribution of any information derived from the HERE Materials or related services.

(e) Customer shall not use the HERE Materials or related services or any information derived therefrom to generate sales lead information in the form of ASCII or other text-formatted lists of category-specific business listings which include complete mailing address for each business, and contain a substantial portion of such listings for a particular county, city, state, or zip code region.

(f) Customer shall not combine, incorporate, utilize, or distribute any portion or copies of the HERE Materials or related services with or in connection with any product, system or other materials or data which, alone or in combination with such HERE Materials or related services, violates any other person's rights.

(g) Customer shall not export from anywhere any part of the HERE Materials or related services or any direct product thereof or information derived therefrom except in compliance with, and with all licenses and approvals required under, applicable export laws, rules and regulations.

(h) Customer shall not tamper with HERE or third party branding or copyright information in or provided through the HERE Materials or related services.

(i) Customer shall not use the HERE Materials or related services or any information derived therefrom in connection with any unlawful, offensive, obscene, pornographic, harassing, libelous or otherwise inappropriate content, material or purpose.

1.3   Applications That Are Not Permitted:

(a) Vehicle Integrated applications, where "Vehicle Integrated" means that a solution is capable of interacting with a vehicle system, or any component thereof, to enable, assist or augment the delivery of HERE Materials or related services (or any information derived therefrom) through such solution to an end user, including vehicle positioning sensors (for example GPS, triangulation, odometer, compass, gyroscope or accelerometer), navigation terminals or black boxes, and display screens installed in the vehicle (including a windshield display). A Vehicle Integrated solution includes (i) where such solution is stored on a mobile device that is capable of connecting to a vehicle head-unit, in order to transfer or emulate the mobile device's screen image onto an in-vehicle head-unit display, and (ii) allowing the end user to control or operate the mobile device through the vehicle head unit or vice versa.

(b) Applications with any systems or functions for automatic or autonomous control of vehicle behavior, including systems or functions for the control of vehicle speed, braking, suspension, fuel, emissions, headlights, stability, drive train management, visibility enhancement and steering.

(c) GIS (geographic information systems) applications, which means an application that analyzes, processes or visualizes (or any combination of them) information in order to manage land use, natural resources, environment, urban or enterprise facilities, communications or utility networks or any other Fixed Assets.

(d) Geomarketing applications, which means applications analyzing and displaying geographic, demographic, census and behavioral data to assist end users in understanding and modeling relevant business data and making business decisions, including: (i) marketing analysis and segmentation, (ii) Client prospecting and analysis, (iii) sales territory analysis and definition or (iv) distribution network site selection.

(e) Applications for or to manage unmanned aerial vehicles (such as drones).

(f) Applications with or for fleet management which means applications such as asset tracking (including movement or location of an asset), asset dispatch, and applications that track or manage any assets (for example, private or commercial transportation applications, including taxi and vehicle-for-hire applications,) and usage based insurance and telematics applications for collecting and analyzing historical driving information related to an asset.

(g) Route Guidance applications, where "Route Guidance" means functionality for real-time provisioning of individual maneuvers of a calculated route such that the maneuvers are presented to the end user, or the end user is alerted to the maneuvers, in any manner synchronized with the end user's position along such route, including: calculating the end user's position as the end user traverses the route and communicating a maneuver to the end user as the end user approaches the location pertaining to such maneuver.

2.   **Support**

2.1.   General

Company agrees to take all reasonable efforts to ensure that the Software is fully functional as set forth in the Specifications without unreasonable delay between the hours of 9:00 AM and 5:00 PM Eastern Time, Monday through Friday, excluding national holidays.

Wherever possible, Company will respond to any request for technical support, generally by telephone, email or it will arrange a web conference. If the request for support is not able to be resolved via these methods, Company may elect to either provide support on-site at Customer's

facility (or facilities) or may request that the Software or Data be shipped to Company for correction.

While Company agrees to make reasonable efforts to resolve requests for support within one business day, Company does not guarantee that it will be able to resolve any request for support within a specified time.

2.2. Training

Three days on-site detailed application training and consulting are included at no cost with the first-year license fee. Travel and accommodation expenses will be billed at cost. A daily per diem of $65.00 per Consultant will be invoiced for each day a Consultant is on-site for training.

2.3. Support Pack

Bank of chargeable support hours for significant support incidents, re-training, web conferences, etc. Telephone support for incidents requiring less than 15 minutes to resolve. Included at no cost with the first-year license and maintenance renewal fees

Customer acknowledges that access to the Internet cannot be guaranteed and that Company is not responsible for any problems with Customer's own Internet connection, any failure by Customer's internet provider, or the actions of any other third party.

If Customer provides its own mobile data services, Customer shall limit the monthly data cap for each device accessing such data services to 1 GB. If the data cap exceeds this limitation for any reason, Company shall not be responsible for any data charges.

CLOUD HOSTING SERVICE LEVEL AGREEMENT

1. **DEFINITIONS**

    The definitions of terms set forth in the Order and the MSLA are incorporated herein by reference. In addition, the following terms shall have the following meanings:

    "**Access Credentials**" means any user name, identification number, password, license or security key, security token, PIN or other security code, method, technology or device used, alone or in combination, to verify an individual's identity and authorization to access and use Company Cloud Hosting.

    "**Customer Data**" means information, data and other content, in any form or medium, that is collected, downloaded or otherwise received, directly or indirectly, from Customer by or through Company Cloud Hosting or that incorporates or is derived from the processing of such information, data or content by or through Company Cloud Hosting. "Monthly Uptime Percentage" is calculated by subtracting from 100% the percentage of minutes during a calendar month in which Company Cloud Hosting was in the state of "Region Unavailable." Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any Company Cloud Hosting SLA Exclusion (defined below).

    "**Region Unavailable**" and "**Region Unavailability**" mean that the Company Cloud Hosted Service is "Unavailable" to Customer.

    "**Company Cloud Hosting**" shall mean the provision by Company of hosting services of Software, as described in the Order and more fully defined in this Cloud Hosting SLA.

    "**Company Cloud Hosting SLA Exclusions**" has the meaning set forth in Section 5.

    "**Service Commitment**" has the meaning set forth in Section 2.

    "**Service Credit**" means a dollar credit, calculated as set forth in Section 4, that Company may credit back to an eligible account.

    "**Unavailable**" and "Unavailability" means when Customer has no connectivity to its Company Cloud Hosted Service.

2. **SERVICE COMMITMENT.** Company will use commercially reasonable efforts to make Company Cloud Hosting available with a Monthly Uptime Percentage of at least 99.5%. (the "Service Commitment"). In the event Company Cloud Hosting does not meet the Service Commitment, Customer will be eligible to receive a Service Credit as described below. Company may use the services of a third-party cloud hosting service to perform services hereunder.

3. **SERVICE COMMITMENTS AND SERVICE CREDITS.** Service Credits are calculated as a percentage of the total charges paid by Customer (excluding one-time payments) for Company Cloud Hosting for the monthly billing cycle in which the Unavailability occurred in accordance with the following schedule:

Monthly Uptime Percentage	Service Credit Percentage
Less than 99.95% but equal to or greater than 99.0%	5%
Less than 99.0%	15%

Company will apply any Service Credits only against future Company Cloud Hosting payments otherwise due from Customer. Service Credits will not entitle Customer to any refund or other payment from Company. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar ($1 USD). Unless otherwise provided in the Agreement, Customer's sole and exclusive remedy for any unavailability, non-performance, or other failure by Company to provide Company Cloud Hosting is the receipt of a Service Credit (if eligible) in accordance with the terms of this Cloud Hosting SLA.

4. **CREDIT REQUEST AND PAYMENT PROCEDURES.** To receive a Service Credit, Customer must submit a claim by email to the Support email address set forth in the Order.   To be eligible, the claim must be received by Company by the 60th day after the incident occurred and must include:

1. the words "SLA Credit Request" in the subject line;
2. the dates and times of each Unavailability incident that Customer is claiming; and
3. Customer's request logs that document the errors and corroborate Customer's claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks).

If the Monthly Uptime Percentage of such request is confirmed by Company and is less than the Service Commitment, then Company will issue the Service Credit to Customer within one billing cycle following the month in which Customer's request is confirmed by Company. Customer's failure to provide the request and other information as required above will disqualify Customer from receiving a Service Credit.

5. **COMPANY CLOUD HOSTING SLA EXCLUSIONS.** The Service Commitment does not apply to any unavailability, suspension or termination of Company Cloud Hosting, or any other Company Cloud Hosting performance issues: (i) caused by factors outside of Company's reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of Company Cloud Hosting; (ii) that result from Customer's equipment, software or other technology and/or third party equipment, software or other technology, such as, for example, billing systems, customer records management systems, 311 systems, and route management systems, but excluding third party equipment within Company's direct control; (iii) that result from any scheduled maintenance or security-related reasons; or (iv) arising from our suspension and termination of Customer's right to use Company Cloud Hosting in accordance with the Agreement (collectively, the "Company Cloud Hosting SLA Exclusions").

6. **SECURITY AND CUSTOMER DATA.** Customer Data is owned exclusively by Customer. Company will make commercially reasonable efforts to ensure the privacy and security of Customer Data by utilizing industry standard practices, including data encryption and password protection, and by making regular scheduled data backups. Customer shall employ all physical, administrative and technical controls, screening and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to or use of Company Cloud Hosting; and (b) control the content and use of Customer Data, including the uploading or other provision of Customer Data. NOTWITHSTANDING ANYTHING HEREIN APPARENTLY TO THE CONTRARY, COMPANY HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION OR RECOVERY OF CUSTOMER DATA.

APPENDIX TO ORDER - ADDITIONAL ORDER TERMS (ROUTEOPTIX)

Bing Maps License Provisions

These license terms ("End User Minimum Terms") are an agreement between you ("End User" or "you") and Routeware, Inc. that has licensed the application to you ("Bing Maps Licensor") governing the software application or suite of applications ("Application") which use the Microsoft Bing Maps Services. Please read them. Microsoft has licensed the Bing Maps Services to Bing Maps Licensor. By using the Application, you accept these terms. If you do not accept them, do not use the Application.

1. Definitions.

For the purposes of these End User Minimum Terms, the following definitions apply:
"Asset" means mobile objects that are managed as part of a fleet, which may include vehicles, devices, or people.

"Billable Transaction" means a call to the Service for which Bing Maps Licensors pay a fee, as further described at this URL: https://docs.microsoft.com/en-us/bingmaps/getting-started/bing-maps-dev-center-help/understanding-bing-maps-transactions.

"Bing Maps Distance Matrix API" means the API that enables developers to generate and calculate travel time and distance information between various origin and destination locations, but without the routing details.

"Bing Maps Documentation Website" means the website located at this URL: https://docs.microsoft.com/en-us/bingmaps/.

"Bing Maps Isochrone API" means the API that calculates the geographical area that can be reached for a given travel time or distance. The result is a time- or distance-based geographical polygon based on routable networks for driving, walking, and public transit.

"Bing Maps Platform APIs" means the APIs available on the Bing Maps Documentation Website, and any other Bing Maps Platform APIs that Microsoft may offer via the Documentation.

"Bing Maps Snap to Road API" means the API that takes a list of longitudes and latitudes and returns a list of objects containing longitude, latitude, speed limit, and street names that forms a route snapped to the roads on the map. Users can request that the points be interpolated, resulting in a path that smoothly follows the geometry of the road.

"Bing Maps Truck Routing API" means the API that gets a truck driving route by specifying a series of geographical location defined by longitude and latitude that is used for navigational purposes. The route includes information such as route instructions, travel duration, travel distance. The API takes into consideration specific requirements for trucks and larger vehicles, e.g. avoiding low bridges, sharp turns, steep gradients, or following restrictions and permits for hazardous material.

"Bing Maps TOU" means the Bing Maps End User Terms of Use located here: http://aka.ms/enduserembeddedmapstou or such other locations as Microsoft may specify from time to time, that apply to End Users.

"Content" means any maps, images, geocodes, data, third party content or other content that Bing Maps Licensors are authorized to access via the Services.

"Drive Analytics" means the output of the analysis about an Asset's movement resulting from an Application's use of latitude/longitude coordinates, street names, and posted speed limits (car or truck) and other legal road use restrictions in order to determine if such Asset is following road compliance signage.

"Geofence" means one or more coordinates used to determine whether the location of an Asset has intersected a line or entered or exited a polygon. Examples include a radius of a point, a polyline or a polygon.

"Geofencing Alert" means the notification generated when an Asset enters, intersects or exits a Geofence.

"Ordnance Survey" means a third party maps content provider Ordnance Survey https://www.ordnancesurvey.co.uk/.

"Premium Services" means, collectively, the Bing Maps Distance Matrix API, Bing Maps Isochrone API, Bing Maps Snap to Road API, and Bing Maps Truck Routing API.

"Services" means (i) the Application-Specific Services listed in Section 6 below, (ii) the maps platform APIs for the Universal Windows Platform listed on the Bing Maps Documentation Website that provide access to Content, including all elements, components and executables of such APIs, and (iii) documentation that Microsoft makes available to End Users.

"Subscription License" or "SL" means a subscription license for the Services that may be granted pursuant to an agreement between Bing Maps Licensor and an End User.

"Universal Windows Platform" means an API created by Microsoft to enable development of applications that will potentially run on multiple types of devices running the Windows 10 operating system (and subsequent versions).

2. License.

Bing Maps Licensor provides you a license to access the Services from within the Application provided by Bing Maps Licensor only. You have acquired this Subscription License for use solely within the Application supplied by Bing Maps Licensor.

3. Additional Rights and Restrictions for End Users

(a) Bing Maps TOU. In addition to these End User Minimum Terms, you must also comply with the Bing Maps TOU, which is incorporated by reference to these End User Minimum Terms.

(b) Support or Service Level Agreement. Microsoft does not provide any support or service level agreement directly to End Users for Application(s) provided to End User by Bing Maps Licensor.

(c) Termination Rights. Microsoft reserves the right to terminate access to the Application to any End User who is in breach of any restriction included in these End User Terms or Bing Maps Licensor's terms with End User related to use of the Services, and who fails to cure such breach within thirty (30) days after written notice thereof.

(d) No Warranty by Microsoft to End Users. Microsoft does not make any representation or warranty (express, implied, statutory, or otherwise) with respect to the Services or otherwise.

4. **General Restrictions:**

Microsoft does have some restrictions on your use of the Application supplied by Bing Maps Licensor. In using the Services provided with the Application, you may not:

(a) Upload or incorporate any content to the Services via the Application, or use the Application to display or use any content:

- for which you do not have all necessary permissions from the copyright holder(s);

- which includes nudity or is obscene, indecent, pornographic or libelous;

- which is intended to exploit minors in any way;

- which incites, advocates, or expresses hatred, bigotry, racism, or gratuitous violence; or

- which is intended to threaten, harass, stalk, defame, defraud, degrade, victimize, or intimidate an individual or group of individuals for any reason, including on the basis of age, gender, disability, ethnicity, sexual orientation, race, or religion, or to incite or encourage anyone else to do so.

(b) Copy, store, archive, or create a database of the Content.

(c) Use Content, including geocodes, other than in conjunction with the Application.

(d) Present or alert a user to individual maneuvers of a route in any way that is synchronized with the user's sensor-based position along the route (e.g. turn by turn navigation that tracks user's position using GPS and communicates a maneuver as the user approaches the location for such maneuver).

(e) Change, obscure, or minimize any logo, trademark, copyright or other notice of Microsoft or its suppliers, or digital watermarks in the Content; except that we may make alternative logo, trademark and copyright attribution requirements available for use with small maps or on small devices; if available you will find them at this URL: https://www.microsoft.com/en-us/maps/mobile-brand-guidelines.

(f) Use Content other than in combination with the Services and not separately.

(g) Use Content that consists of points of interest data to generate sales leads information in the form of ASCII or other text-formatted lists of category-specific business listings which (i) include complete mailing address for each business; and (ii) contain a substantial portion of such listings for a particular country, city, state or zip code region.

(h) Transmit, sell, license or deliver any infringing, defamatory, offensive, or illegal products, services or materials.

(i) Violate any applicable U.S. Export Administration Regulations or End User, end-use and destination restrictions issued by U.S. and other governments. The Services are subject to U.S. export jurisdiction.

(j) Use the Services in any way that threatens the integrity, performance or reliability of the Services including performance or stress testing, or in any manner that works around any technical limitations in the Services.

(k) Syndicate, redistribute, resell or sublicense access to the Services or Content on a standalone

basis.

(l) Falsify or alter any unique referral identifier in, or assigned to, an Application, or otherwise obscure or alter the source of queries coming from an Application.

(m) Reverse engineer, decompile or disassemble the Services, except and only to the extent that applicable law expressly permits, despite this limitation.

(n) Integrate road maps from the Services with road maps supplied by any third party. You may not replace aerial imagery from the Services with imagery supplied by any other mapping platform.

(o) Use the Services or Content with a vehicle's dashboard, or a device connected to a vehicle's dashboard, systems or sensors, except that the device may be connected to the vehicle power source for charging purposes.

(p) Use bird's eye aerial imagery (if it is made available through the Bing Maps Platform APIs) to reveal latitude, longitude, altitude or other metadata.

(r) You may only use Content from Ordnance Survey in Applications that you make available to the general public.

(s) You may combine or overlay Ordnance Survey's United Kingdom mapping data or data derived from Ordnance Survey's United Kingdom mapping data (but not Ordnance Survey's roads data) with the Services, only if you (i) have procured all such rights to Ordnance Survey's United Kingdom mapping data; and (ii) such use is consistent with your Ordnance Survey license.

5. Intellectual Property and Reservation of Rights.

All rights to the Services and the Content, including rights of use, not specifically granted under these End User Minimum Terms or your agreement with Bing Maps Licensor are reserved by Microsoft and its suppliers. Except as set forth in your agreement with your Bing Maps Licensor, these End User Minimum Terms do not grant Microsoft any right or license to any Application or your intellectual property, including intellectual property that you licensed from third parties. Except for material that Microsoft may license to you, Microsoft does not claim ownership of the content you post or otherwise provide to us, which is hosted by Microsoft or a third party hosting provider on Microsoft's behalf, related to the Services (called a "Submission"). However, by posting or otherwise providing your Submission (and for the avoidance of doubt, where Microsoft hosts content on your behalf including by a third party hosting provider, this constitutes a Submission, but where you host or a third party hosts content on your behalf, other than Microsoft or a third party hosting provider on behalf of Microsoft, this does not constitute a Submission), you are granting to Microsoft free permission to use, copy, distribute, display, publish, transcode and otherwise modify your Submission, each in connection with the Services, and sublicense these rights to others in order to provide the Services. For every Submission you make, you must have all rights necessary for you to grant the permissions in this section.

6. Application-specific terms.

The terms in Sections 1-5 above apply generally to all Bing Maps ISV Applications. This Section 6 includes application-specific terms depending on which SKU the Bing Maps Licensor has included in its Application, and are in addition to the terms above. These application- specific terms govern if there are

any conflicts with the terms in Sections 1-5 above.

  (a) Bing Maps Transactions
- "Application-Specific Services" means Bing Maps Platform APIs

- You must acquire the appropriate Subscription License for each Billable Transaction incurred in the Application.

- You are permitted to access the Application for the purpose of displaying maps and related

SUPPORT PLAN TERMS & CONDITIONS

1. **DEFINITIONS**

    The definitions of terms set forth in the Order and the MSLA are incorporated herein by reference. In addition, the following terms shall have the following meanings:

    "EOL" has the meaning set forth in Section 2.5.

    "Order" means the Order to which this Support Plan and any other Incorporated Agreements are incorporated by reference.

    "Reinstatement Fee" has the meaning set forth in Section 3.2.

    "Company Rates" has the meaning set forth in Section 2.6.

    "Officeware" means all server-based or desktop-based, Software that is provided to Customer by Company, whether installed at Customer's site, hosted by Company or cloud-hosted, other than Truckware.

    "Support" and **"Support Plan"** each mean all items designated as "Support" in the Order and includes Technical Support and Updates.

    "Support Plan Commencement Date" has the meaning set forth in Section 2.1.

    "Support Plan Period" means the term period listed on the Order, and any period of renewal (which shall be automatically renewing periods equivalent in length to the period listed on the Order), or if no such period is stated on the Order, for automatically renewing periods of one (1) year started from the Support Plan Commencement Date.

    "Supported Third-Party Environment" has the meaning in Section 2.5.

    "Technical Support" has the meaning set forth in Section 3.3.

    "Truckware" means all Software that operates on hardware that is integrated into the Customer's vehicle fleet, whether such hardware is sold by Company or certified and approved by Company in writing.

    "Updates" has the meaning set forth in Section 3.4.

2. **COMMENCEMENT AND BILLING**

    2.1 <u>Plan Commencement.</u> Support Plans commence the first day of the month following installation of hardware in the first vehicle of the Customer's fleet or first access to the Truckware/Officeware or ninety (90) days after execution of the Order, whichever comes first. (the "Support Plan Commencement Date").

    2.2 <u>Invoices</u>. Support Plan Fees may be invoiced prior to, on, or after the Support Plan Commencement Date. Unless otherwise stated in the Order, Customer will pay all invoiced Fees in the currency set forth in the Order on the later of the Support Plan Commencement Date or within ten (10) days following the invoice date. All Fees are non-refundable. In the event of non-payment by Customer of any Fees, Company may, at its option, suspend Support, or continue to provide all or part of the Support Plan at then- applicable Company Rates, in either case until such time as the Customer's account is paid in full. If Company elects to suspend Support, in order to resume such Support, Company may, in its sole discretion, require payment by Customer of Reinstatement Fees.

    2.3 <u>Plan Duration</u>. The Support Plan will continue in force for the Support Plan Period, subject to either party electing against renewal by notifying the other party in writing at least ninety (90) days prior to the end of the then-current Support Plan Period.

2.4 <u>Billing.</u> Unless otherwise stated in an Order, Customer may pay for an entire year of Support up front, or quarterly.

2.5 <u>Third Party Vendor-Supported Third-Party Environment.</u> Customer must remain on a Company-certified and supported third party application, hardware platform, framework, database, and/or operating system configuration ("Supported Third-Party Environment") to receive any Support. Customer may be required to upgrade to a current Supported Third-Party Environment to continue receiving Support. In the event of Customer's failure to remain on a Supported Third-Party Environment, Company may, at its option, suspend Support, or continue to provide all or part of the Support Plan at Company's then-applicable time and materials rates, in either case until such time as the Customer is on a Supported Third-Party Environment. Support Plans are not available on any hardware that Company has, in its sole discretion, declared as end-of-life ("EOL").

2.6 <u>Time and Materials Rates</u>. Company maintains a schedule of time and materials rates and spare-parts pricing, which Company may, in its sole discretion, revise and update from time to time ("Company Rates"). Any billing for time and materials or spare parts outside the scope of purchased Support will be at then-current Company Rates.

2.7 <u>Customer Obligations</u>. In the event Customer hosts the Software or it is installed on Customer's computers, Customer shall install any new versions or updates provided by Company as soon as reasonably practical. Should Customer fall more than six (6) months behind in the installation of versions and/or updates, then Company may require Customer to install all versions and updates and may refuse to provide any Support until such installation is complete, but Customer's obligation to pay Fees will continue.

3. **SUPPORT PLAN**

3.1. <u>Coverage.</u> A Support Plan covers all Software (e.g. Truckware and Officeware) and Hardware purchased or licensed by Customer from Company (excluding any Software or Hardware that has reached EOL). It includes the provision of Technical Support and Updates. Customers who do not have a Support Plan in place will not have access to the listed coverages, until reinstatement.

3.2. <u>Reinstatement.</u> Should Customer decide to add Support following a period in which a Support Plan was not in place, in addition to paying applicable Fees for such Support, Customer will be required to pay Company the lesser of (a) a fee covering the lapse period (prorated daily) at a price equal to 150% of Company's Support Plan pricing in effect at the time of reinstatement or (b) the then-current cost of a new License (a "Reinstatement Fee").

3.3. <u>Technical Support.</u> A Software Support Plan includes technical support by phone and email, as more fully described in the Order, Appendix 1 to the Order and this Section 3.3 ("Technical Support"). Any Technical Support outside of time frames set forth in the Order and Appendix 1 to the Order is subject to Company discretion and will be further subject to an additional charge at then-current Company Rates. Any on-site support will require a professional services engagement, as documented in a statement of work.
Technical Support may also include the following:
- Certification with third-party products/versions
- Assistance with service requests during published support hours
- Access to on-line support
- A diagnosis of problems or issues of the supported Software

3.4. <u>Updates.</u> A Software Support Plan includes the provision of updates, as more fully described   in

this Section 3.4 ("Updates"). Updates are defined as a subsequent release of Software which Company generally makes available to its customers who have purchased a Support Plan. Updates typically include bug fixes, patches, and feature enhancements. Updates typically do not include any new functionality that constitutes a new product (which is so designated at Company's sole discretion) for which Company charges a separate fee. Updates are provided as and when available (as determined by Company) and may not include all previously available supported features. Company develops Updates in its discretion and has no obligation to develop any specific feature or functionality. Updates are made available by delivery (which may be subject to a shipping and handling charge) or by download, in Company's discretion. If delivered, Customer will receive one copy for each supported operating system for which Software licenses were ordered. Customer shall be responsible for copying, downloading, and installing any Updates. Updates are subject to the terms and conditions of the Agreement and are covered by the same license as the Software to which the Updates pertain.

3.5.   Customer Obligations. Software Support is conditioned on Customer doing the following: (a) using commercially reasonable efforts to provide Company with the necessary access (e.g., access to server files, log files, application software or database extracts) required to provide Software Support; (b) designating and identifying by name, phone number, e-mail address, and other appropriate contact methods, Customer contacts, whom shall be the only personnel authorized to communicate with Company regarding Software Support; (c) applying all Updates, bug fixes, critical patches and configuration recommendations according to Company's instructions promptly following delivery; and (d) providing Company with remote online access via the Internet to all Hardware (including all on-board units), Software and servers for the purposes of troubleshooting, general assistance, and verification of compliance with licensing terms.

3.6.   Exclusions. Company is not obligated to provide Support Services when: (a) Company products have been changed, modified or damaged by anyone other than Company; (b) the issue is caused by Customer negligence or misuse of software or hardware, or other causes outside of Company's control; (c) the issue is caused by third party hardware or software, or by Customer network infrastructure; or (d) Customer's Company products are EOL or are otherwise not currently supported, as determined by Company's announced policies.

ORGINAL

METROPOLITAN COUNTY COUNCIL

Resolution No.

A resolution authorizing The Metropolitan
Government of Nashville and Davidson
County, through the Department of Water
and Sewerage Services, to enter into a
waste data pilot program with Routeware
Global and to accept a donation of $30,000
for hardware, software and services
associated with the program.

Introduced

Amended

Adopted

Approved

By

   Metropolitan Mayor