

Assessor's Parcel Number: N/A

Date: APRIL 27, 2018

Recording Requested By:

Name: NIKKI SCHMIDT, PUBLIC WORKS
(GR)

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A



KAREN ELLISON, RECORDER

ACREEMENT #2018.067
(Title of Document)

USA Fleet Solutions GEOTAB CONVERSION Agreement & NJPA Pricing

2018.06.07

This is contract between **Fleet Solutions LLC** and the entity identified on the signature page of this Agreement, herein referred to as "Customer." Fleet Solutions LLC will provide Customer with the Items and Services described herein under the terms and prices set forth in this Agreement. From time to time, Fleet Solutions LLC may make additional Items and Services available to Customer under this Agreement by providing written notice to Customer.

2018 APR 27 AM 10:45

Terms and Conditions

SOURDIS COUNTY CLERK

1. **ITEMS AND SERVICES.** We (hereinafter "we," "our" or "Fleet Solutions LLC") will provide Items (hereinafter "Telematics", "Equipment" or "Device(s)") and Services which will enable you (hereinafter "you," "your" or "Customer") to (a) collect diagnostic and locational information from a motor vehicle using a wireless Internet device that is installed in that vehicle; (b) analyze, deliver and post the information to the vehicle owner's web page within the user web site and (c) notify the vehicle owner and a designated third party by e-mail of certain events or information (hereinafter referred to as "Service"). The Items and Services are designed to provide Fleet Customers with a broad set of automotive diagnostic data and data derived from locational information.

What We Provide. During the Term and so long as you comply with the terms set forth in this Agreement (and our other then-current, applicable policies that may change from time to time), we will sell you the Equipment, grant you a non-exclusive, non-transferable right to use in the United States only the Items and Services under our then-current, applicable policies in accordance with the terms set forth herein. The obligation concerning the provision of service is to provide non-exclusive use of the network on an as available shared basis. Customer is aware that service disruptions can occur due to storm damage or other acts of God, coverage area, or availability of air time. These risks were taken into account by Customer before entering into this Agreement. You also agree to the following:

2. **SCOPE OF SUPPORT SERVICES.** Conditioned upon timely payment of the applicable Support Service Fee set forth herein and while you are not otherwise in default under this Agreement, Fleet Solutions LLC or its designee will provide the Support Services described herein. We will provide to you, reasonable amounts of consultation and technical assistance during our regular working hours. We will assist you to diagnose the problem with the Items or Services. We will, on a best-efforts basis, correct errors or malfunctions described in the operating manuals as soon as practicable after notification of such error or malfunction. If the Equipment is diagnosed as non-functioning during the warranty period, we will repair or replace non-functioning components. Support Services provided by us under this Agreement do not include repair, replacement or correction of any Equipment damage or malfunctions caused by: Accident, negligence, theft, vandalism, operator error or misuse, failure of the Equipment site to conform to specifications, improper installation for equipment installed by you, failure of or surges in electrical power, air conditioning or humidity control, abnormal conditions, acts of God (including lightning) or cause other than normal use; Modifications, attachments, repairs or unauthorized parts replacements performed by you, the Customer, or any third party not authorized by Fleet Solutions LLC or the failure of a vehicle to be in good working condition. Fleet Solutions LLC is dedicated to providing the highest quality products in the most efficient manner and at the lowest costs. Market demands, technology innovation, and third party supplier issues may require Fleet Solutions LLC to periodically discontinue specific products, including related support. Services for an end-of-life product will continue to be available up to the end-of-support date. Formal notification may be made to all customers of record advising them of the end-of-support dates. In the event Customer requests Fleet Solutions LLC to correct a technical difficulty and the problem is found to be with the Customer's own equipment and or exceeds the manufacturer's warranty or is malfunctioning due to physical damage, Customer agrees to pay Fleet Solutions LLC its customary charge for all technical time expended. All charges for repairs and technical adjustments are at all times the Customer's responsibility and Customer agrees to pay Fleet Solutions LLC for all such services it performs for Customer at its current rates.

3. **FEES & PAYMENT.** During the Term, you agree to pay us the applicable fees set forth in Attachment A (the "Fees"). All other Fees will be invoiced to you upon shipment of the applicable Items or provision of the applicable Services. Unless otherwise set forth in Attachment A, monthly service fees will begin at unit activation. All monthly service fees will be billed monthly in advance. Invoices are due on receipt. You must pay all amounts without offset.

4. **TERM AND TERMINATION.** The initial term of this Agreement begins on the date of this Agreement and, unless terminated earlier as provided herein, continues set forth for duration listed in Attachment A (the "Initial Term"). Thereafter, the Term will be extended on a 12 month basis (the "Renewal Term"), unless terminated by either party, with or without cause, upon thirty (30) days prior written notice. The Initial Term and Renewal Term are collectively referred to as "Term". Either party may terminate this Agreement at any time during the Initial Term with or without cause by giving sixty (60) days prior written notice to the other party. Customer's option to terminate this Agreement for any reason upon (60) days advance written notice must be accompanied by payment in full for, (a) all amounts due for services pursuant to the term of this Agreement, or (b) **an early termination fee as stated in Attachment A per unit deactivated prior to the term of this agreement**, and (c) all other services rendered by Company, unpaid, at time of notice.

5. **Limited Warranty.** Fleet Solutions LLC provides a limited warranty that for the period as listed in Attachment A, for equipment purchased new, following the activation of equipment of Fleet Customer (the "Warranty Period"), the Equipment will not have defects in material and workmanship and during the Term: (a) Licensed Matter will be able to perform the data processing functions described in the applicable operating manuals; and (b) Services will be provided in a workmanlike manner. You may only make claims under this limited warranty during the Term by promptly notifying us after you learn of

the facts supporting the claim. We will either repair or replace the non-complying Item or re-perform the Services; **THESE ARE OUR ONLY OBLIGATIONS AND YOUR ONLY REMEDY FOR BREACH OF WARRANTY.** We do not provide warranties on items acquired from others, even if acquired with our assistance. The limited warranties contained in this Section are void if you default. Unless otherwise agreed in writing, downtime is not a breach of this Agreement by us and will not entitle you to any refunds or credits. Fleet Solutions will not be liable for consequential, special, indirect or incidental damages, including lost profits or lost data, even if that party is told those damages may occur. We are not responsible for (a) delays in delivery, installation or providing the service, no matter who caused the delay; (b) anything outside our reasonable control or resulting from your breach; or (c) the operation of items if any item acquired from a third party is used with the items. You acknowledge that the TELEMATICS device is a wireless device and that the service provider cannot collect data from the TELEMATICS device once it travels beyond a certain range. The items and services are dependent on the coverage areas of wireless networks owned and operated by third parties. Coverage areas are approximate and do not cover significant portions of North America. Actual coverage and operation of the products depends on system availability and capacity, system and equipment upgrades, repairs, maintenance, modifications, relocation, terrain, signal strength, structural conditions, weather and atmospheric conditions, governmental regulations, and other, acts of God, and other conditions beyond Fleet Solutions reasonable control. The items may not operate in enclosed space, in building, between buildings, underground, or in canyons. The items and services are dependent upon the availability of the internet, which is owned and operated by and accessed through third parties. Fleet Solutions LLC does not warrant that the receipt of data, mapping information, and other content from the TELEMATICS device will be uninterrupted, or that the transmission of data, mapping information, and other content will always be timely or complete. You acknowledge that neither the device nor the service shall prevent and/or detect all vehicle problems guarantee that a customer vehicle will not break down or guarantee that customers will not incur vehicle repair bills. You acknowledge that the device should not be used in lieu of a vehicle warranty or standard vehicle maintenance. You acknowledge that the device does not detect failures in internally lubricated parts and systems not monitored by your vehicle's computer. You acknowledge that if the location-based data or location-based services are used to attempt to locate a vehicle (e.g. a stolen vehicle), Fleet Solutions LLC does not guarantee that the vehicle will be successfully located and/or recovered. In the event the device or the service is not actually available or is not functioning properly, we shall have the right to refuse to provide a replacement device or service.

While we endeavor to provide the most accurate, up-to-date data available, data we collect from the device installed in a vehicle may, at times, contain technical inaccuracies or errors, and may be changed or updated without notice. except as expressly set forth herein, the device and the service are provided by us on an "as-is" basis to the full extent permissible by applicable law, we disclaim all representations and warranties of any kind, express or implied, including, but not limited to, implied warranties of non-infringement merchantability and fitness for a particular purpose, as to the device and the service, and the data (including its accuracy and availability), services or materials included or offered as part of the service. You assume the entire risk in downloading or otherwise accessing any data, information, files or other materials obtained from the website or through the system.

6. **PERSONAL IDENTIFICATION NUMBERS (PIN), PASSWORDS, AND SECRET QUESTIONS.** A PIN, password or 'secret question' may be required to access the Licensed Matter and location-based data. You can change these at any time by contacting Fleet Solutions LLC or by accessing the website. Failure to protect your PIN, password or secret question, or improper use of the same, may result in termination of the service. You acknowledge that you accept full responsibility for the use and protection of your PIN, password, or secret question, and that Fleet Solutions LLC is not responsible if an unauthorized party uses these in any way. You also consent that vendors working with Fleet Solutions (e.g., those providing roadside assistance) may use your PIN, password, or secret question, and accept full responsibility for any services performed or data that may be accessed resulting from using these constructs.

7. **DATA ACCESS.** You represent and warrant that you have all rights and authority with respect to the Customer information ("Business Data") required to grant the rights and approvals set forth in this paragraph and that you approve and grant to us the nonexclusive, non-terminable license and right to collect, access, and use information from you, the Customer, their vehicle, and the information arrangement system, and to access, copy, or use the Business Data in the course of providing the items and performing the services to which you or the Customer have consented, limited to our performance of the following activities: (i) to provide the Items and Services to you and the Customer; (ii) to perform software support services, and other services on your behalf and have third party provider do the same, such as for roadside assistance or recovery of a stolen vehicle; (iii) to compile and aggregate statistical data to analyze, measure, and optimize the performance of our products and services for you, Fleet Customers and other internal purposes of Fleet Solutions LLC; and (iv) to compile and aggregate statistical data, including combining Business Data with data from other Customers and sources, for purposes of developing data products for sale, licensing and distribution to third parties, subject to the limitation that we will use such data solely to create analyses in aggregated or derivative form in databases and compilations that do not permit identification of you, Fleet Customers, employees, or individuals. **WE WILL ONLY DISCLOSE PERSONALLY IDENTIFIABLE DATA TO THIRD PARTIES TO PROVIDE SERVICES DESCRIBED IN THIS AGREEMENT AND WHEN REASONABLY NECESSARY, IN OUR SOLE DETERMINATION, TO:** (i) enforce the Agreement; (ii) defend against legal claims; (iii) protect the rights, property and safety of Fleet Solutions LLC, its customers, or others; (iv) respond to court order, subpoena or other legal requirement; or (v) notify law enforcement authorities of any activities that we believe to be unlawful.

8. **WEBSITE MAINTENANCE.** In an effort to ensure a responsive and efficient server platform for its customer base, Web Site provider reserves the right to perform scheduled maintenance between the hours of 10:00 p.m. to 3:00 a.m. Pacific

Time. This may include database maintenance as well as general site maintenance and may or may not involve application and web services unavailability.

9. **DEFAULT.** In the event that Company shall find it necessary to retain an attorney and/or a collection agency to pursue the recovery of Monies due, Company shall be entitled to reasonable attorney's fee and reasonable costs of collection, whether by trial, arbitration or settlement, and the costs of suit.

Douglas County
PO Box 218
Minden, NV 89423
Customer:

USA Fleet Solutions LLC
169 Cadillac Place
Reno, Nevada 89509
Toll Free 855-471-4771

*By: Ronald J. Roman

By: Katie Schmitt

Name: RONALD J. ROMAN

Name: Katie Schmitt

Title: INTERIM PUBLIC WORKS DIR

Title: Manager

Date: 4-24-18

Date: 04/20/2018

*I certify that I have read and understand the terms and conditions included with this Agreement and that I am authorized to sign this Agreement.

Attachment A
Fees and Term

Initial Term. The initial term of this Agreement begins on the date of this Agreement and, unless terminated earlier as provided herein.

Section 4: Fees: NJPA pricing is \$19.39 per month per Telematics hardware unit activated or installed to account and \$3 managed services per device for a total of \$22.39 per month per device.

Section 4: Early Deactivation Fee: \$75.00 per Telematics Hardware Unit if deactivated within the first 12 months of activation.

Section 5: Equipment Warranty Period: Lifetime warranty with Pro Plus plan.

Section 5: Labor Warranty Period: 1 year for installation workmanship when installed by Fleet Solutions.

Additional Terms: As part of the conversion agreement, there is no charge for the hardware or installation of Geotab hardware when removing ACTIVE Network Fleet hardware. Additional equipment may be added at a cost of: Go8 \$62.50 plus harness \$25.51 and installation \$65 per unit and \$25 for sensors if installed at the same time as the box.

Signed By: Ronald J. Roman
Customer

Signed By: Katie Schmitt
Fleet Solutions

COPY

Douglas County

State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

27th day of April, 2018

By [Signature] Deputy