

Use of the Comdata Card and P-Card



State of Oklahoma

Office of Management and Enterprise Services

**Addendum 1 to
State of Oklahoma Statewide Contract 1028 With AssetWorks**

This Addendum 1 (“Addendum”) is an Amendment to the Contract awarded to AssetWorks, LLC in connection with the Solicitation for Oklahoma Statewide Contract 1028 (“Solicitation”).

This Addendum memorializes the agreement of the parties with respect to negotiated terms of the Contract that is being award to AssetWorks, LLC. The Contract is amended to include the below-referenced, negotiated documents and attachments, appendices and exhibits thereto, which are attached hereto an incorporated herein.

- 1) Certain negotiated exceptions to the Solicitation as contained in Attachment A to this Addendum titled, “Negotiated Exceptions to the Solicitation”; and
- 2) Negotiated revisions to Hardware Purchase, Software License and Service Agreement as contained in Attachment B to this Addendum.

AssetWorks

By: _____

Name: _____

Title: _____

Date: _____

The State of Oklahoma by and through the Office of Management and Enterprise Services

By: _____

Name: _____

Title: _____

Date: _____

**Attachment A to
Addendum 1 to
State of Oklahoma Statewide Contract 1028 With AssetWorks**

Negotiated Exceptions to the Solicitation

The Solicitation is hereby amended as set forth below and supersedes all prior Exceptions submitted by AssetWorks or discussed by the parties.

Solicitation, Section A General Provisions, Subsection A.16. is hereby deleted in its entirety and replaced with the following provision:

The terms of this Contract and any purchase order issued for multiple years under this Contract are contingent upon sufficient appropriations being made by the applicable state legislature, federal government or other appropriate government entity. Notwithstanding any language to the contrary in this Contract, or any other Contract Document, the State Entity or Interlocal Entity may terminate its obligations under this Contract if sufficient appropriations are not made by the Oklahoma Legislature, federal government or other appropriate governing entity to pay amounts that may become due under the terms of multiple year agreements in connection with this Contract. The decision as to whether sufficient appropriations are available shall be accepted by, and be final and binding on, the Supplier. In the event sufficient appropriations are not made for the next State fiscal year, the State shall remain responsible for paying Contractor for any products delivered and accepted or Services already performed and accepted for which the State has not yet paid.

Solicitation, Section A General Provisions, Subsection A.45 is hereby deleted in its entirety and replaced with the following provision:

As between Vendor and Customer, the Work Product and intellectual property rights therein are and shall be owned exclusively by Customer, and not Vendor. Vendor specifically agrees that the Work Product shall be considered "works made for hire" and that the Work Product shall, upon creation, be owned exclusively by Customer. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Vendor hereby agrees that the Contract effectively transfers, grants, conveys, assigns, and relinquishes exclusively to Customer all right, title and interest in and to all ownership rights and all Intellectual Property Rights in the Work Product, without the necessity of any further consideration, and Customer shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Vendor acknowledges that Vendor and Customer do not intend Vendor to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. Customer shall have access, during normal business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m.) and upon reasonable prior notice to Vendor, to all Vendor materials, premises and computer files containing the Work Product. Vendor and Customer, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted under the Contract to any Third Party Intellectual Property, except as may be incorporated in the Work Product by Vendor.

The term ("Work Product") means any and all deliverables produced by Vendor solely for Customer under a statement of work executed by the parties and issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived solely for such deliverables, including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, and (vii) all intellectual property rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use of benefit of Customer in connection with the statement of work for the deliverables. Work Product does not include pre-existing software and software documentation or product wide enhancements and modifications.

**Attachment B to
Addendum 1 to
State of Oklahoma Statewide Contract 1028 With AssetWorks**

The Hardware Purchase, Software License and Service Agreement is hereby amended as set forth below and supersedes all prior documents submitted by AssetWorks or discussed by the parties.

**HARDWARE PURCHASE, SOFTWARE LICENSE
AND SERVICE AGREEMENT**

This Hardware Purchase, Software License, and Service Agreement ("Agreement") is made as of the _____ ("Effective Date") by and between AssetWorks LLC, a Delaware limited liability corporation with offices at 998 Old Eagle School Road, Suite 1215, Wayne, PA 19087 ("AssetWorks") and _____ with offices at _____ ("CUSTOMER"). The parties hereby mutually agree to the following terms and conditions:

1. **Purpose.** As set forth in this Agreement, AssetWorks will be providing CUSTOMER with hardware, software and services for a telematics solution for CUSTOMER to obtain data pursuant to Global Positioning Satellite (GPS) tracking, routing, dispatching, and engine diagnostics for use by CUSTOMER's Fleet Services.
2. **Hardware.** AssetWorks will sell and CUSTOMER will purchase the hardware set forth on Schedule 1 ("Hardware").
 - a. Pricing for the Hardware is set forth in Schedule 1.
 - b. AssetWorks will invoice for the Hardware when shipped. Invoices are due within forty-five (45) days of Customer's receipt of a proper invoice for goods or services.
 - c. AssetWorks will pass through the warranty for the Hardware from the third party manufacturer of the Hardware, for the Hardware manufactured by Networkfleet, the hardware warranty is set forth in Schedule 2.
3. **AssetWorks Software.** AssetWorks will provide CUSTOMER the Telematics Module and Networkfleet Connector Module ("AssetWorks Software") for its proprietary software, Fleet Focus.
 - a. AssetWorks grants CUSTOMER a limited license to use the AssetWorks Software as long as the subscription fees for the Networkfleet service are paid by CUSTOMER. For clarity, the CUSTOMER's license for the AssetWorks Software will terminate upon termination of the Networkfleet Software subscription.
4. **Networkfleet Software.** AssetWorks will provide CUSTOMER with a subscription to Networkfleet software ("Networkfleet Software") as set forth in Schedule 1.
 - a. Networkfleet Software is subject to the terms and conditions set forth in Schedule 2.
 - b. AssetWorks will invoice Customer for Networkfleet fees monthly in advance. Invoice are due forty-five (45) days of Customer's receipt of a proper invoice for goods or services.
5. **Term.** The Term of the Agreement shall commence as of the Effective Date and shall continue for one year ("Initial Term"). Renewals shall be governed by Solicitation, Special Provision, B.1.
6. **Termination and Early Termination Fee.**
 - a. During the first year and thereafter, either party may terminate this Agreement for a material default by the other party upon thirty (30) days written notice of the default and

intent to terminate, provided however, that the default is not cured within the thirty (30) day period.

- b. Upon termination, all rights and obligations of the parties under this Agreement will automatically terminate except for the rights of action accruing prior to termination, payment obligations, confidentiality, indemnification and any obligations that expressly are intended to survive termination.
- c. If CUSTOMER terminates this Agreement other than under subsection 6a of this Agreement for non-appropriation of funds as set forth in Solicitation, General Terms, A.16. during the first year, CUSTOMER will pay the balance of fees due for the Networkfleet Software for that twelve month period as an early termination fee.

7. **PROPRIETARY RIGHTS.** AssetWorks and any of its third party licensors will retain exclusive ownership in all deliverables created by AssetWorks hereunder and will own all intellectual property rights, title and interest in any ideas, concepts, know how, documentation or techniques developed by AssetWorks under this Agreement. AssetWorks and any of its third party licensors will also retain all intellectual property rights with respect to the tools and/or software that AssetWorks uses to deliver the services. Subject to payment in full for the applicable Services, AssetWorks grants CUSTOMER a perpetual, non-exclusive, non-transferable, royalty-free right to use the deliverables solely for Customer's internal use.

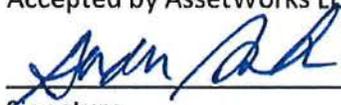
8. **Limitation of liability**

- a. In the event of any claim brought by one party against another hereunder, a party will be liable only for actual, direct losses or damages incurred, limited to the amount of fees for which AssetWorks contracted under the quote, including fees remitted for services and goods provided by Networkfleet, that is the subject of the claim provided, the claiming party shall be obliged to take reasonable steps to mitigate its losses or damages.
- b. Irrespective of the basis of the claim, neither party will be liable for any special, punitive, exemplary, indirect, incidental or consequential damages of any kind, including, without limitation, lost profits or loss of data.

Accepted by CUSTOMER:

Accepted by AssetWorks LLC:

Signature



Signature

Name

Gordon Smith

Name

Title

Vice President

Title

Date

2/17/2017

Date

Schedule 1

Hardware, Hardware, and Services Pricing

A separate pricing document should be submitted for each solution presented. Pricing should be submitted in a separate sealed envelope.

- Prices indicated on the pricing sheets shall be inclusive of all fees, such as handling, shipping, returns, etc. The State will not pay for additional charges of any nature.
- Travel costs should not be included as a not to exceed amount in the Supplier's proposal response. Travel expenses must be billed at no cost, with supporting documentation included.
- Bidders may respond with their own pricing schedules that provide for the following information:

Purchase of GPS Units	Unit Price	
Device		
Verizon Networkfleet 5500 GPS device	\$124.00	Includes harness and shipping
Verizon Networkfleet 5200 GPS device	\$124.00	Includes harness and shipping
Verizon Networkfleet AssetGaurd GPS device	\$232.00	Includes mount bracket and shipping

Installation/Training

There is an \$80 per unit installation fee for a centralized installation of GPS units. This is for a standard installation on light and heavy duty vehicles.

Monthly Service Charge/Device

Verizon Networkfleet 5500 GPS device	\$19.95
Web application set up and training included	
Verizon Networkfleet 5200 GPS device	\$18.95
Web application set up and training included	
Verizon Networkfleet AssetGaurd GPS device	\$13.95
Web application set up and training included	

Optional

For an additional \$1.25 per unit per month AssetWorks can provide a Networkfleet adapter that allow diagnostic and odometer and hours to come from the device and import into the States AssetWorks FleetFocus application to update this data for PM services and store the diagnostic codes for the 5500 units. Odometers and Hours only would be available from the 5200 units.

Returns

Customer returns must have an RA# from Verizon Networkfleet. The hardware must be returned within 30 days in order to receive full credit for the replacement hardware. Failure to return the hardware in a timely manner will result in the customer being invoiced for the hardware at the rate designated in the agreement between AssetWorks and the customer.

Lease of GPS Units	Unit Price
Device	N/A
Installation/Training	N/A
Monthly Service Charge/Device	N/A

Optional Equipment - Purchase

Unit Price

Navigation	N/A
Navigation Installation	N/A
Mobile Data Terminals	N/A
Mobile Data Terminal Installation	N/A

SCHEDULE 2
NETWORKFLEET STANDARD TERMS AND CONDITIONS

This Schedule is incorporated into and constitutes a material part of the Agreement between CUSTOMER and AssetWorks to which this Schedule is attached. When used in the Schedule, capitalized terms not defined elsewhere in this Schedule have the meanings set forth in Section 13 below.

1. NETWORKFLEET DEVICE AND SERVICES. During the Term and subject to the terms of the Agreement, AssetWorks will (i) sell CUSTOMER the Networkfleet Devices ordered by CUSTOMER, (ii) grant to CUSTOMER a nonexclusive, non-transferable license to use the firmware and software included in the Device solely for use as provided in the Agreement, and (iii) grant to CUSTOMER a non-exclusive, nontransferable license to access and use that portion of the Networkfleet Website designated by Networkfleet for use by CUSTOMER.

2. LIMITATIONS. Without limiting the generality of Section 1, CUSTOMER will not, directly or through others: (i) market, license, distribute, transfer or otherwise commercially exploit the Networkfleet Items; (ii) modify the Networkfleet Items or Networkfleet Website; (iii) disassemble, reverse engineer or decompile the Networkfleet Items or Networkfleet Website or prepare derivative works of the Networkfleet Items or Networkfleet Website or attempt to discover any portion of the source code or trade secrets related to the Networkfleet Items or Networkfleet Website; or (iv) remove, obscure or alter any notice of copyright, trademark or other proprietary right appearing in the Networkfleet Items or Networkfleet Website.

3. DELIVERY AND ACCEPTANCE. AssetWorks will deliver to CUSTOMER the Devices that CUSTOMER order hereunder FCA carrier through a common carrier and the risk of loss for such Devices will pass to CUSTOMER upon acceptance of the goods. CUSTOMER shall have ten business (10) days after delivery to inspect the Devices for any damage during shipping. Any Device not rejected within that period will be deemed accepted by CUSTOMER.

4. INSTALLATION. If included in Schedule 2, Networkfleet, as AssetWorks' subcontractor, will install the purchased Device in the applicable Vehicle in one of the Device installation locations designated by Networkfleet. Upon acceptance of CUSTOMER's order for Device installation services, Networkfleet will use commercially reasonable efforts to coordinate with CUSTOMER to schedule and complete the installation of the Devices during normal working hours within thirty (30) days of the purchase date of the applicable Device. CUSTOMER acknowledges and agrees that installation of the Device may involve drilling holes, rewiring and other similar alterations to the Vehicle and that Networkfleet nor Buyer has no obligation to restore CUSTOMER's Vehicle after the removal of the Device.

5. LIMITED WARRANTY. AssetWorks will pass through to CUSTOMER Networkfleet's limited warranty. As detailed in that warranty, (a) Networkfleet warrants to CUSTOMER that Devices (other than an Asset Tracker device) which were purchased new from Networkfleet or from AssetWorks by CUSTOMER on or after April 1, 2013 will be free from defects in material and workmanship that prevent the Device from functioning in accordance with its specifications for the entire period of CUSTOMER's ownership of such Device., provided however, Networkfleet will have no obligation with respect to such warranty at any time CUSTOMER has a past due balance for unpaid Fees so long as AssetWorks provides written notice of past due balance to CUSTOMER and CUSTOMER fails to cure the deficiency within thirty days of receipt of the written notice. Networkfleet warrants to CUSTOMER that Devices which were purchased new from Networkfleet or AssetWorks by CUSTOMER between May 1, 2010 and March 31, 2013 will be free from defects in material and workmanship that prevent the Device from functioning in accordance with its specifications for a period of three (3) years following the initial activation of such Device.

(b) Networkfleet warrants to CUSTOMER that Asset Tracker devices (excluding the battery) which have been purchased new from Networkfleet or AssetWorks by CUSTOMER will be free from defects in material and workmanship that prevent the device from functioning in accordance with its specifications for a period of three (3) years following the initial activation of such device.

(c) Networkfleet warrants to CUSTOMER that all accessories which are purchased new from Networkfleet by Customer will be free from defects in material and workmanship that prevent them from functioning in accordance with their specifications for a period of one (1) year from the date of shipment.

(d) Networkfleet warrants to CUSTOMER that installation services provided by Networkfleet will be free from defects in workmanship for a period of one (1) year following completion of such installation services. To the extent CUSTOMER purchases an extended installation warranty, Networkfleet warrants to CUSTOMER that any extended warranty installation services shall be free from defects in workmanship for the entire period of CUSTOMER's uninterrupted use of the Device pursuant to this Agreement subject to such installation service., provided however, Networkfleet will have no obligation with respect to such extended installation warranty at any time CUSTOMER has a past due balance for unpaid Fees so long as AssetWorks provides written notice of past due balance to CUSTOMER and CUSTOMER fails to cure the deficiency within thirty days of receipt of the written notice.

(e) Warranty claims must be made by notifying AssetWorks in writing to the address in the preamble of this Agreement promptly after Customer learns of the facts supporting a warranty claim. Subject to the Exclusions below and the provisions of Networkfleet's then current applicable warranty policy; provided however, such current applicable warranty policy does not diminish AssetWorks or Networkfleet's obligations under this Agreement or enlarges the Customer's obligations under this Agreement, Networkfleet will, at its discretion, either repair or replace any non-complying Device with a Device of equivalent functionality, and, if applicable, remedy any defects in the installation of the Device.

(f) THE REMEDIES IN THIS SECTION ARE NETWORKFLEET'S ONLY OBLIGATION AND CUSTOMER'S ONLY REMEDY FOR BREACH OF ANY WARRANTY.

EXCLUSIONS. The Limited Warranty and Support Services provided by Networkfleet do not include repair, replacement or correction of any defect, damage or malfunctions caused by: (i) for installation not performed by Networkfleet or its authorized subcontractors, failure to properly install the Devices as described in the Networkfleet installation guides; (ii) negligence, theft, vandalism, operator error, misuse or acts of God; (iii) failure of the facilities Customer uses to access the Networkfleet Website or failure to conform to Networkfleet specifications; (iv) modifications, attachments, repairs or unauthorized parts replacements performed by Customer or any third party not authorized by Networkfleet; (v) use by Customer of hardware or software not provided or approved by Networkfleet. Customer will be responsible for the cost of Support Services provided by Networkfleet caused by any of the foregoing; or (vi) for damage to the device at no fault of Networkfleet.

DISCLAIMER OF WARRANTIES. EXCEPT FOR THE LIMITED DEVICE AND INSTALLATION WARRANTY SET FORTH IN THIS SECTION, NEITHER ASSETWORKS OR NETWORKFLEET MAKE ANY WARRANTY OR GUARANTEE OF ANY KIND WITH RESPECT TO THE DEVICES AND THE NETWORKFLEET SERVICES. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, ASSETWORKS AND NETWORKFLEET DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO: IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. NEITHER ASSETWORKS NOR NETWORKFLEET WARRANTS THAT THE RECEIPT OF DATA, MAPPING INFORMATION, AND OTHER CONTENT FROM THE DEVICES WILL BE AVAILABLE AT ALL TIMES, AT ALL GEOGRAPHIC LOCATIONS, UNINTERRUPTED OR ERROR-FREE, OR THAT THE TRANSMISSION OF DATA, MAPPING INFORMATION, AND OTHER CONTENT FROM NETWORKFLEET TO CUSTOMER OR TO THE CUSTOMER WEBSITE PAGES WILL ALWAYS BE ACCURATE, TIMELY OR COMPLETE.

6. PROPRIETARY RIGHTS. CUSTOMER acknowledges and agrees that the Devices, the Networkfleet Service and the Networkfleet Website may include patent, copyright, trademark, service mark, trade secrets, or other intellectual property rights (collectively "Proprietary Rights") of Networkfleet, its affiliates or the Service Partners (including, with respect to the Networkfleet Website, materials that may be proprietary to Tele Atlas or its suppliers), and that Networkfleet, its affiliates and/or the Service Partners retain title to and ownership of those Proprietary Rights and any and all improvements, modifications, fixes or enhancements made by or for Networkfleet, its affiliates and/or the Service Partners to the Devices, the

Networkfleet Service or the Networkfleet Website, regardless of whether such items or services are created or suggested by CUSTOMER.

CUSTOMER will not copy, modify, reverse-engineer, disassemble, translate, convert or decompile any software or firmware included in any Device, the Networkfleet Website or Networkfleet Services, or otherwise provided to Customer by or on behalf of Networkfleet, and will not disclose such software or provide access to the Devices, such software or any Networkfleet Services to any third party for such a purpose.

CUSTOMER agrees that with respect to Networkfleet Services, it shall not, nor shall it permit any third party to (a) assign, transfer, lease, rent, sell, distribute or import such Networkfleet Services to any third party; (b) except with the express written consent of Networkfleet, combine, embed or incorporate the Networkfleet Services into any other product or service other than any Customer-owned or developed interface for purposes of receiving the data feed delivered from the Networkfleet Devices; (c) remove or alter any proprietary notices in the Networkfleet Services; (d) use the Networkfleet Services in connection with the transmission, sale, license, or delivery of any infringing, defamatory, offensive, or illegal products, services, or materials; (e) use the Networkfleet Services in any manner that threatens the integrity, performance, or availability of the Networkfleet Service; or (f) use the Networkfleet Service in any manner that violates local, state or federal laws, regulations or orders.

7. LIMITATION OF LIABILITY. (a) NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS OR LOST DATA, EVEN IF THAT PARTY IS INFORMED THAT THOSE DAMAGES MAY OCCUR. NETWORKFLEET'S CUMULATIVE LIABILITY UNDER CONTRACT, TORT, STRICT LIABILITY OR OTHER LEGAL THEORY SHALL NOT EXCEED THE AMOUNT PAID TO ASSETWORKS FOR NETWORKFLEET EQUIPMENT AND SERVICES UNDER THE AGREEMENT DURING THE SIX (6) MONTHS PRIOR TO THE DATE THE LIABILITY ACCRUES FOR A CLAIM. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO LIABILITY ARISING UNDER SECTION 7 (PROPRIETARY RIGHTS), SECTION 10 (INDEMNIFICATION), AND SECTION 11 (CONFIDENTIALITY).

(b) CUSTOMER ACKNOWLEDGES THAT THE DEVICE IS A WIRELESS DEVICE AND THAT THE DEVICES AND THE NETWORKFLEET SERVICE ARE DEPENDENT ON THE COVERAGE AREAS AND SERVICE OF WIRELESS NETWORKS OWNED AND OPERATED BY THIRD PARTIES. OPERATION AND THE FUNCTIONALITY OF THE DEVICES AND THE NETWORKFLEET SERVICE DEPEND ON SUCH COVERAGE AND WIRELESS SYSTEM AVAILABILITY AND CAPACITY AND MAY BE ADVERSELY AFFECTED BY TERRAIN, SIGNAL STRENGTH, WEATHER AND ATMOSPHERIC CONDITIONS, ACTS OF GOD, AND OTHER CONDITIONS BEYOND NETWORKFLEET'S REASONABLE CONTROL. CUSTOMER UNDERSTANDS AND AGREES THAT NETWORKFLEET AND THE UNDERLYING CARRIER CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS, AND SHALL NOT BE LIABLE FOR ANY LACK OF SECURITY RELATING TO CUSTOMER'S USE OF THE NETWORKFLEET SERVICE. WHILE NETWORKFLEET ENDEAVORS TO PROVIDE ACCURATE, UP-TO-DATE DATA, DATA NETWORKFLEET COLLECTS FROM THE DEVICES INSTALLED IN VEHICLES MAY, AT TIMES, CONTAIN ERRORS, DEFECTS, DEFICIENCIES OR TECHNICAL INACCURACIES, AND MAY BE CHANGED OR UPDATED BY NETWORKFLEET WITHOUT NOTICE.

8. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 5 ABOVE, THE DEVICES AND THE SERVICES ARE PROVIDED BY ASSETWORKS AND NETWORKFLEET ON AN "AS-IS" BASIS TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW. NETWORKFLEET AND SELLER DISCLAIM ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, AS TO THE DEVICES AND THE SERVICES, DATA (INCLUDING ITS ACCURACY AND AVAILABILITY) COLLECTED AS PART OF THE SERVICES. NETWORKFLEET

DOES NOT WARRANT THAT THE RECEIPT OF DATA, MAPPING INFORMATION, AND OTHER CONTENT FROM THE DEVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE TRANSMISSION OF DATA, MAPPING INFORMATION, AND OTHER CONTENT FROM NETWORKFLEET TO CUSTOMER, OR THE NETWORKFLEET WEBSITE WILL ALWAYS BE TIMELY OR COMPLETE. SELLER AND NETWORKFLEET DO NOT REPRESENT OR WARRANT THAT THE NETWORKFLEET WEBSITE OR ANY SOFTWARE PROVIDED TO CUSTOMER ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; THEREFORE, CUSTOMER SHOULD USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND DISINFECT VIRUSES ARISING FROM THE NETWORKFLEET WEBSITE OR ANY SUCH SOFTWARE.

9. INDEMNIFICATION. (a) Without waiving the doctrines of sovereign immunity and immunity from suit and to the extent permitted by the laws and Constitution of the State of Oklahoma, CUSTOMER will defend, indemnify and hold harmless Networkfleet and its wireless service carriers, licensors and third party suppliers, and the officers, employees, and agents of each against any and all third party claims and all associated damages, suits, proceedings, liens, penalties, liabilities award or expense (including reasonable attorney's fees) resulting from (i) CUSTOMER'S breach of the Agreement; (ii) a claim that CUSTOMER or CUSTOMER's personnel violated applicable state or federal laws or regulations in CUSTOMER's possession or use of the Devices, the Networkfleet Service or the Networkfleet Website; or (iii) a claim for any property damage, personal injury or death arising in any way, directly or indirectly, CUSTOMER's use, failure to use, or inability to use the Devices, the Networkfleet Service or the Networkfleet Website except to the extent such claims was caused by Networkfleet's gross negligence or willful misconduct. CUSTOMER will allow Networkfleet to participate with its own counsel in the defense of the claim at Networkfleet's own expense; however nothing herein shall limit the right of CUSTOMER to control the defense. If CUSTOMER fail to defend in a reasonably timely manner with competent counsel reasonably satisfactory to Networkfleet, then Networkfleet shall have the right to defend or settle such claim. (b) Networkfleet shall defend, indemnify and hold harmless CUSTOMER against any third party claims, and all associated damages, suits, proceedings, liens, penalties, liabilities, awards or expenses, to the extent that such claims allege that Networkfleet Items infringe such third party's intellectual property rights; provided, however, that Networkfleet's obligations hereunder shall not apply if and to the extent that the infringement or alleged infringement is caused by or otherwise results from (i) the use of the Networkfleet Items other than as specifically authorized by Networkfleet, or (ii) the combination or use of the Networkfleet Items with non-Networkfleet or AssetWorks products or services, including, but not limited to, CUSTOMER's products and services, or (iii) any acts or omissions of CUSTOMER or any other third party under CUSTOMER'S control; and provided further, that CUSTOMER give Networkfleet written notice of the third party claim within five (5) business days after receiving notice of the claim and to the extent authorized by the Attorney General of the State of Oklahoma, allows Networkfleet to control the defense and any related settlement negotiations. If the Attorney General of the State of Oklahoma does not authorize sole control of the defense and settlement negotiations to Networkfleet, Networkfleet shall be granted authorization to equally participate in any proceeding related to this section but Networkfleet shall remain responsible to indemnify the CUSTOMER for all associated costs, damages and fees incurred by or assessed to the CUSTOMER or the State of Oklahoma.

10. CONFIDENTIALITY. Each party reserves any and all right, title and interest that it may have in or to any confidential information that it may disclose to the other party under the Agreement. The Discloser shall clearly mark any such information as confidential prior to providing it to the other party ("Confidential Information"). CUSTOMER is a state agency and subject to the Oklahoma Records Act and Networkfleet acknowledges information marked Confidential Information will be disclosed to the extent required under the CUSTOMER's Open Records Acts. ~~The Recipient will protect Confidential Information of the Discloser~~ against any unauthorized use or disclosure to the same extent that the Recipient protects its own Confidential Information of a similar nature against unauthorized use or disclosure, but in no event will use less than a reasonable standard of care to protect such Confidential Information. The Recipient will use any Confidential Information of the Discloser solely for the purposes in furtherance of this Agreement. This paragraph will not be interpreted or construed to prohibit: (a) any use or disclosure which is necessary or appropriate in connection with the Recipient's performance of its obligations or exercise of its rights under the Agreement; (b) any use or disclosure required by applicable law (e.g., pursuant to applicable securities laws or legal process), provided that the Recipient uses reasonable efforts to give the Discloser reasonable

advance notice thereof (e.g., so as to afford the Discloser an opportunity to intervene and seek an order or other appropriate relief for the protection of its Confidential Information from any unauthorized use or disclosure); or (c) any use or disclosure made with the consent of the Discloser. The parties further agree that any obligations to protect Confidential Information set forth herein shall survive termination of the Agreement for a period of three (3) years from the termination of the Agreement, except that as to any Confidential Information deemed a "trade secret" under applicable law, such obligations shall continue for so long as such information is deemed a trade secret.

11. MODIFICATIONS; WEBSITE MAINTENANCE. Networkfleet may alter or modify all or part of the Networkfleet Items and the Networkfleet Website from time to time, to the extent such alterations and modifications do not diminish the rights of the CUSTOMER or obligations of Networkfleet under the Agreement. Such alterations and modifications, or both, may include, without limitation, the addition or withdrawal of features, information, products, services, software or changes in instructions. In an effort to ensure a responsive and efficient platform and service for its customer base, Networkfleet reserves the right to perform scheduled maintenance for the Networkfleet Service and Networkfleet Website from time to time. This may include application and database maintenance as well as general website maintenance and may or may not involve Networkfleet Website and Networkfleet Service unavailability.

12. DATA. CUSTOMER represents and warrants that CUSTOMER, has all rights and authority with respect to the data CUSTOMER acquires and transmits through the Networkfleet Items and Networkfleet Website ("*Business Data*") necessary to grant the rights and approvals set forth in the Agreement and that CUSTOMER approves and grants to AssetWorks to approve and grant to us, the nonexclusive, nonterminable license and right to collect, access, and use Business Data from CUSTOMER's Devices, and to access, copy, and use the Business Data in the course of performing the Services and to analyze, measure, and optimize the performance of Devices and Services and new offerings for CUSTOMER and others and for other purposes of Networkfleet, including the development of data products for sale, licensing and distribution to third parties. Except as may be required under applicable law, Networkfleet will not disclose or distribute Business Data that is CUSTOMER's Confidential Information to a third party in a form that permits identification of CUSTOMER. Please refer to Networkfleet's Privacy Policy for additional information on how it collects, uses and discloses personal information from CUSTOMER.

13. DEFINITIONS. When used in the Agreement and not defined elsewhere herein, the following terms shall have their respective meanings as set forth below:

"*Acceptable Use Policy*" means the terms and conditions governing use of the Networkfleet Service and access to the Networkfleet Website, as such may be amended from time to time by Networkfleet upon thirty (30) days' advance written notice to Reseller, to the extent such amended policy does not diminish the rights of the State or obligations of Networkfleet. The Acceptable Use Policy in effect as of the date of the Agreement is set forth in www.networkfleet.com.

"*Device*" means the Networkfleet wireless device designed for use with the Networkfleet Service and identified in Attachment B.

"*Discloser*" means a party that discloses any of its Confidential Information to the other party.

"*Fees*" mean the Device purchase prices, Device shipping fees, Device installation fees, the Networkfleet Service fees and the other fees payable by Buyer.

"*Marks*" means the names, trademarks, trade names, drawings, logos and symbols which Networkfleet uses to promote and identify the Devices and which Networkfleet authorizes Reseller to use under the Agreement.

"*Networkfleet Items*" means the Networkfleet Service and Devices.

"*Networkfleet Service*" means the services offered by Networkfleet to: (a) collect diagnostic and/or location information from a Vehicle using a Device which is installed in that Vehicle; (b) analyze, deliver and post the information to the Networkfleet Website; (c) notify the vehicle owner and a designated third party by e-mail of certain events or information; and (d) access and use of the Networkfleet Website, the DataConnect Service and/or any other service offered by Networkfleet.

"*Networkfleet Website*" means web pages within the Networkfleet website currently located at www.networkfleet.com designated by Networkfleet for use by CUSTOMER.

"*Privacy Policy*" means the privacy policy governing Networkfleet's and its personnel's use of the personally identifiable data obtained from its customers and the Networkfleet Website, as such may be amended from

time to time by Networkfleet. The Privacy Policy in effect as of the date of the Agreement is set forth in www.networkfleet.com.

"Proprietary Rights" means any patent, copyright, trademark, service mark, trade dress, trade name, corporate name, proprietary logo, trade secret or other intellectual property right.

"Services" means the Networkfleet Service, Device installation services, the Support Services and the other services provided by Networkfleet to CUSTOMER as a subcontractor of AssetWorks.

"Support Services" means the technical support and other services provided by Networkfleet.

"Vehicle" means an on-road vehicle, off-road vehicle and/or stationary equipment owned or under the control of CUSTOMER.

14. Technical Assistance. Networkfleet will provide CUSTOMER with reasonable amounts of consultation and technical assistance via telephone or email during normal working hours and assist in diagnosing the problem with the Devices or Networkfleet Service. Networkfleet will use commercially reasonable efforts to correct errors or malfunctions in those Devices or the Networkfleet Service to enable those Devices and those Networkfleet Service to perform the functions described in the applicable Networkfleet operating manuals as soon as practicable after notification of such error or mal function. If a Device CUSTOMER acquired from Networkfleet is diagnosed as non-functioning, Networkfleet will repair or replace non-functioning components. If, in Networkfleet's sole determination, a Device is deemed unrepairable, then Networkfleet will send a replacement unit to CUSTOMER in accordance with Networkfleet's then-effective policy and procedures. All nonfunctioning Devices replaced by Networkfleet will become the property of Networkfleet.

15. A minimum twelve (12) month service term is required for each Device unit. The monthly service fee is set forth in the pricing.