

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (“Agreement”) is made as of this ____ day of _____, 2021 (“Effective Date”), by and between Pinellas County, a political subdivision of the State of Florida (“County”), and NexTraq LLC (“Contractor”) (individually, “Party,” collectively, “Parties”).

WITNESSETH:

WHEREAS, the County requested proposals pursuant to 190-0528-P (“RFP”) for Global Positioning System (GPS)/Telematics System – Equipment & Services services; and

WHEREAS, based upon the County's assessment of Contractor's proposal, the County selected the Contractor to provide the Services as defined herein; and

WHEREAS, Contractor represents that it has the experience and expertise to perform the Services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. Definitions.

A. “Agreement” means this Agreement, including all Exhibits Appendix’s, and Attachments which are expressly incorporated herein by reference, and any amendments thereto.

B. “County Confidential Information” means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, including, but not limited to, data or information referenced in any other information designated in writing by the County as County Confidential Information.

C. “Contractor Confidential Information” means any Contractor information that is designated as confidential and/or exempt by Florida’s public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.

D. “Contractor Personnel” means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.

E. “Services” means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit A (“Statement of Work”) attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. Conditions Precedent. This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Section 3, and the insurance coverage(s) required in Section 13, within ten (10) days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

3. Services.

A. Services. The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed subject to the provisions and terms contained herein and the Exhibits attached hereto.

B. Services Requiring Prior Approval. Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from Fleet Management Division Manager, or designee.

C. Additional Services. From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation according to terms as accepted in writing by Contractor. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.

D. De-scoping of Services. The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.

E. Independent Contractor Status and Compliance with the Immigration Reform and Control Act. Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

F. Non-Exclusive Services. This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar services as it determines necessary in its sole discretion.

G. Project Monitoring. During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

4. Term of Agreement.

A. Initial Term. The term of this Agreement shall commence on the Effective Date and shall remain in full force and for five (5) years, or until termination of the Agreement, whichever occurs first.

B. Term Extension

The term of this Agreement may not be extended. All Services shall be completed by the expiration of the initial term as defined in 4.A.

5. Compensation and Method of Payment.

A. Services Fee. As total compensation for the Services, the County shall pay the Contractor the sums as provided in this Section 5 (“Services Fee”), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement, but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections 5.B. and C., unless the Parties agree to increase this sum by written amendment as authorized in Section 21 of the Agreement.

B. The County agrees to pay the Contractor the not-to-exceed sum of \$1,553,074.00, for Services completed and accepted as provided in Section 15 herein if applicable, payable fees set out in Exhibit C attached hereto, upon submittal of an invoice as required herein.

C. Travel Expenses. The County shall reimburse the Contractor for travel expenses incurred in accordance with Section 112.061, Florida Statutes, and/or County Travel Policy, and as approved in writing in advance by Fleet Management Division Manager, or designee.

D. Taxes. Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes.

E. Payments. Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted to as provided in Exhibit D attached hereto, with copy to Fleet Management Division Manager or designee.

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, “The Local Government Prompt Payment Act.” The County may dispute any payments invoiced by Contractor in accordance with the County’s Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County’s Dispute Resolution Process.

6. Personnel.

A. Qualified Personnel. Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.

B. Approval and Replacement of Personnel. The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of Section 7. A.1. shall apply if minimum required staffing is not maintained.

7. Termination.

A. **Contractor Default Provisions and Remedies of County.**

1. Events of Default. Any of the following shall constitute a “Contractor Event of Default” hereunder: (i) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (ii) Contractor breaches Section 9 (Confidential Information); (iii) Contractor fails to gain acceptance of a deliverable per Section 15, if applicable, for two (2) consecutive iterations; (iv) if for a service level default under the Service Level Agreement attached to the Statement of Work, only if a Service Level Termination Event has occurred; or (v) Contractor fails to perform or observe any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor (“Notice to Cure”), and Contractor shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice, except that no cure provision is required for a Service Level Termination Event under the Service Level Agreement attached to the Statement of Work.

3. Termination for Cause by the County. In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Section 7.A.1.(iii) or (iv), the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

B. **County Default Provisions and Remedies of Contractor.**

1. Events of Default. Any of the following shall constitute a “County Event of Default” hereunder: (i) the County fails to make timely undisputed payments as described in this Agreement; (ii) the County breaches Section 9 (Confidential Information); or (iii) the County fails to perform any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County (“Notice to Cure”), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.

3. Termination for Cause by Contractor. In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

C. Termination for Convenience. Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving thirty (30) days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

8. **Time is of the Essence.** Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party’s cure period allowed in the Agreement.

9. Confidential Information and Public Records.

A. County Confidential Information. Contractor shall not disclose to any third party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

B. Contractor Confidential Information. All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County's staff and the County's subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County's obligations under this Section may be superseded by its obligations under any requirements of said laws.

C. Public Records. Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing and Risk Management Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing and Risk Management Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.

10. Audit. Contractor shall retain all records relating to this Agreement for a period of at least five (5) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

11. Compliance with Laws.

Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

12. Public Entities Crimes

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions state therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

13. Liability and Insurance.

- A. **Insurance.** Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.
- B. **Indemnification.** Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the County.
- C. **Liability.** Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.
- D. **Contractor's Taxes.** The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

14. County's Funding. The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

15. Acceptance of Services. For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the **Fleet Management Division Manager or designee**, will have ten (10) calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to **NexTraq LLC**. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have seven (7) calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

16. Subcontracting/Assignment.

A. Subcontracting. Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.

B. Assignment This Agreement, and all rights or obligations hereunder, shall not be assigned, transferred, or delegated in whole or in part, including by acquisition of assets, merger, consolidation, dissolution, operation of law, change in effective control of the Contractor, or any other assignment, transfer, or delegation of rights or obligations, without the prior written consent of the County. The Contractor shall provide written notice to the County within fifteen (15) calendar days of any action or occurrence assigning the Agreement or any rights or obligations hereunder as described in this section. In the event the County does not consent to the assignment, as determined in its sole discretion, the purported assignment in violation of this section shall be null and void, and the County may elect to terminate this Agreement by providing written notice of its election to terminate pursuant to this provision upon fifteen (15) days notice to Contractor.

17. Survival. The following provisions shall survive the expiration or termination of the Term of this Agreement: 7, 9, 10, 13 20, 23, and any other which by their nature would survive termination.

18. Notices. All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (iii) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County:

Attn: Don Moore
Fleet Management Operations
9685 Ulmerton Road
Largo, FL 33778

For Contractor:

Attn: Gregg Betcher
Director of Government Sales
1200 Lake Hearn Drive Suite 500
Atlanta, GA 30319

with a copy to:
Division Director, Purchasing & Risk Management
Pinellas County Purchasing Department
400 South Fort Harrison Avenue
Clearwater, FL 33756

19. Conflict of Interest.

A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions; and during the term of this Agreement.

B. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contract may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

20. Right to Ownership. All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, including documentation or improvements related thereto, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be County's property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County. Notwithstanding the foregoing, Contractor shall have rights to Fleet Data as set forth in the Additional Provisions Concerning Services attached to the Statement of Work.

21. Amendment. This Agreement may be amended by mutual written agreement of the Parties hereto.

22. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

23. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

24. Waiver. No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

25. Due Authority. Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

26. No Third Party Beneficiary. The Parties hereto acknowledge and agree that there are no third party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third party beneficiaries hereto.

27. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

(Signature Page Follows)

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

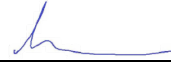
PINELLAS COUNTY, FLORIDA
By and through its
Board of County Commissioners

NexTraq LLC

Name of Firm

By

By:



Signature

Gregg Betcher

Print Name

Director Government Sales

Title

ATTEST:

Ken Burke,
Clerk of the Circuit Court

By: _____

Deputy Clerk

APPROVED AS TO FORM

Approved as to Form

By: Jacina Parson
Office of the
Office of the County Attorney

EXHIBIT A

STATEMENT OF WORK



Pinellas County RFP 190-0528-P

GPS Telematics System - Equipment & Services **Statement of Work (SOW) - NexTraq LLC**

January 5, 2021

Gregg Betcher
Director of Government Sales
NexTraq LLC
1200 Lake Hearn Drive
Suite 500
Atlanta, GA 30319
Main Office: 678-762-6800
Cell: 802-233-5009
Gregg.Betcher@nextraq.com



Table of Contents

INTRODUCTION	Page 3
PROFESSIONAL SERVICES	Page 5
PROJECT LIFECYCLE	Page 5
CUSTOMER SERVICE & SUPPORT	Page 8
TRAINING & EDUCATION	Page 9
KEY STAKEHOLDERS AND CONTACTS	Page 10
- Pinellas County	Page 10
- NexTraq	Page 11
PROJECT MANGEMENT	Page 12
PROJECT SCOPE & APPROACH	Page 13
DELIVERABLES	Page 15
- NexTraq - Pinellas County Implementation / Installation	Page 15
ASSUMPTIONS	Page 16
TERMS	Page 16
AUTHORIZATION TO PROCEED	Page 17
PROJECT ORDER	Page 17
APPENDIX 'A' INSTALLATION ROLLOUT SCHEDULE – INCLUDED SERVICES	Page 18
APPENDIX 'B' PRICING SCHEDULE	Page 19

IMPLEMENTATION OVERVIEW & CUSTOMER ONBOARDING APPROACH

INTRODUCTION

At NexTraq, delivering a positive customer experience is our primary focus. We understand that the installation process is critical to ensuring Pinellas County is receiving anticipated value and performance from its GPS fleet tracking purchase.

There are six main elements that are important with every deployment:

- 1) Vehicle/Asset List
- 2) Customer's expectation of timeframe for installer training
- 3) Customer's expectation for identifying/training NexTraq's solution
- 4) Location(s)/timing of shipping equipment, address(s) and to whose attention
- 5) Location/Zip Code on the Installations
- 6) Department billing contacts must be provided for creation of billing sites for each department within Pinellas County utilizing NexTraq services

NexTraq will perform the majority of installations and can train Pinellas County installers as needed based on the cadence and timeframe dictated by the customer.

Pinellas has indicated that there will be 3 implementation phases. These phases and timelines are located in Appendix A.

For all questions regarding this rollout, your NexTraq point-of-contact (POC) consists of 1 to 4 team members:

- 1) Your Local NexTraq Project Manager – Lisa Page
- 2) Your NexTraq Sales Engineer – Joshua Sikorski
- 3) Your Assigned Independent Network Installer – Managed by Philip Pealor, NexTraq
- 4) Your NexTraq Customer Care Team

For complex deployment with multiple vehicles and multiple locations, a dedicated project team is structured consisting of NexTraq employees and combined with various roles from Pinellas County. Typical customer roles consist of: Project Owner/FleetService Manager (John Neal), Shop Foreman, Logistics, Dispatch personnel and IT staff.



(Introduction Cont.)

With over 20 years of experience in GPS fleet tracking solutions, NexTraq has assembled a network of hand-selected Mobile Electronic Certified Professionals (MECP) installers to handle the training of Pinellas County installers with a hands-on aspect of the installation for your fleet of mobile assets. NexTraq will provide dedicated on-site staff to assist in the deployment and rollout. For this project, Pinellas County has expressed interest in having NexTraq providing the majority of installs with Pinellas having the option to preform self-installs.

Like most companies that offer GPS fleet tracking solutions, NexTraq relies on a network of hand-selected Mobile Electronic Certified Professionals (MECP) (installers to handle the hands-on aspect of the installation for your fleet of mobile assets). Depending on the size of the implementation (number of devices, number of locations, complexity of the installation), NexTraq will provide dedicated on-site staff to assist in the deployment and rollout.

PROFESSIONAL SERVICES

NexTraq offers a variety of professional services to get you up and running quickly and efficiently as possible. For larger deployments above 800 units, we usually leverage a professional services component and additional support staff from a NexTraq team of dedicated professionals. We understand that an implementation can be very distracting to your business, and engaging NexTraq professional service can minimize impact to your operations and reduce the deployment time. NexTraq's team of professionals guide you throughout the entire process, from installation to system setup, to role-based training, to making available API data for integration of the NexTraq platform into your business processes, depending on the level of professional services you choose to enhance your experience. NexTraq has reviewed the API offering and discussed the need for professional services with Pinellas County IT department. NexTraq will make its Professional Services available to Pinellas County at a rate of \$150.00 per hour, per resource – remote meetings. Estimated time for NexTraq Professional Services/Consulting is 1-2 days.

In many cases, your additional support may simply be provided remotely while in other cases, you may require a dedicated NexTraq project manager to work with your team to handle planning, scheduling, and coordination of your installation. In these cases, NexTraq resources are available.

PROJECT LIFECYCLE

Every project is carefully managed at NexTraq based on your unique needs. We can appreciate and understand that the project lifecycle varies tremendously based on location of installations, complexity of installations, number of devices, variation of vehicle/asset make/model and time-of-day expectation of installations. NexTraq understands that all installations require careful pre-planning to ensure that your company is least impacted during the installation/rollout process.

For all larger implementations, NexTraq sales representatives engage the NexTraq Operations team early in the sale cycle to begin the upfront necessary logistical planning. During this planning phase, we confirm “exact” scope of work as presented in the RFP, we agree on goals and objectives of the GPS fleet tracking solution (high fuel costs, driver risk, technician productivity, overtime, accountability etc.), and begin to design an implementation to support the goals and objective of the project.

During the Pre-launch phase, we collectively review the Scope of Work document and develop a project plan when necessary. We collect key vehicle/asset data to ensure we understand the “installation” requirements up front. We also involve our third-party NexTraq Preferred Independent Network Installers to ensure we are set up for success before we begin the project.

(Project Lifecycle cont.)

When the installation encompasses many vehicle/asset types, many year models, or the use of Panic Button, PTO sensors etc., the approach becomes more complex. A proper review is necessary for both parties to ensure that use-case expectations will be achieved after the implementation.

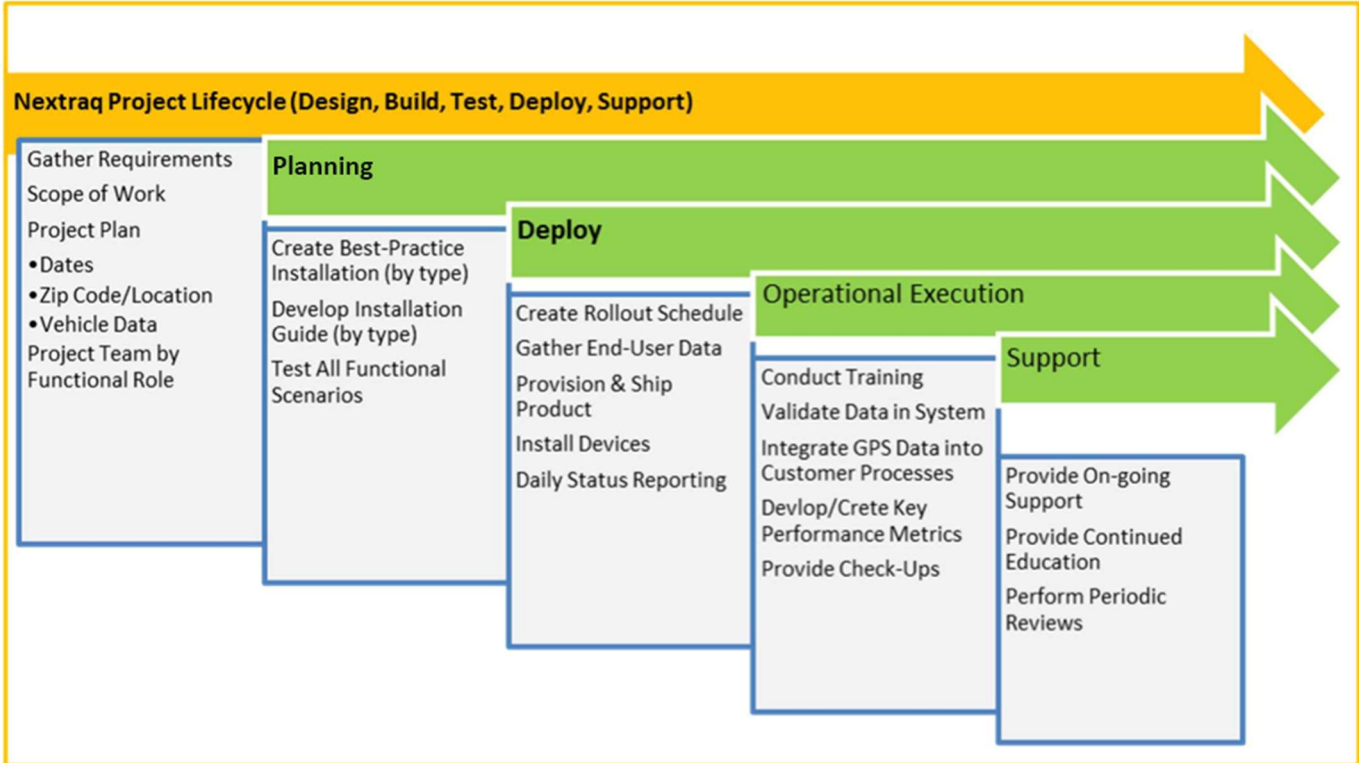
The NexTraq Implementation Lifecycle **may include some or all** of the following elements:

- Design Phase
 - Gather Requirements
 - Review Scope of Work

 - Create a To-Be Functional Specification
 - Develop Vehicle/Asset Matrix List
- Launch Phase
 - Create Project Plan
 - Organize Project TEAM (Pinellas County, NexTraq & Installation Partner)
- Test Phase
 - Conduct Operational functionality
 - Document Installation Specification
- Deploy / Installation Phase
 - Create Detailed Rollout/Install Schedule
 - Gather End-User Data for Account Set-up
 - Provision and Ship Product
 - NexTraq installers for perform installs
 - Provide installation training to Pinellas County installers
 - Daily Status Reporting
- Operational Execution
 - Conduct Training
 - Validate Data in Systems
 - Provide GPS Solution data/results into Business Processes & Practices
 - Develop/Create Key Performance Metrics (based on project definition stage)
 - Provide Check Ups on Performance Status
- Support
 - Provide Installation Training Support (NexTraq installer to train Pinellas County installers)
 - Provide NexTraq IT Professional Services/Consulting (est. 1-2 days @ \$150.00 per hour, per resource)
 - Provide On-going Support (as needed)
 - Provide Continued Education (as needed)
 - Provide Training to Pinellas County users/administrators
 - Perform Periodic Review with Customer (as defined by project)

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CUSTOMER SERVICE & SUPPORT

On time and available support is key and extremely important to your success. At NexTraq, we understand that most of the time a customer calls for support, they expect to talk to a “live” person. The NexTraq Customer Service team is standing by ready to meet your needs from 7:00am ET to 8:00pm Monday through Friday and from 7:00am ET to 3:00pm on Saturday. The entire customer service team is tightly aligned with all other operational team members at NexTraq. All support staff empowered to immediately escalate unresolved issues to Tier 2 technical staff, training personnel or Field Services team for quick resolution. Our goal at NexTraq is to resolve all issues/questions when possible on the first call.

TRAINING & EDUCATION

At NexTraq, our focus is geared toward “the total customer experience,” from the time you make your purchase decision, to the implementation of a GPS fleet management solution into your daily operations and workflow. In some cases, you will work directly with your local sales representative for general training and education, but this is generally not the case.

At the time of order placement, NexTraq’s dedicated Training and Customer Onboarding team is notified. You will be notified usually within 24 hours of the web-based hosted training session class offerings that are available on a weekly basis. Sign up for our training sessions with one of our professional instructors who are ready and available to get you up and running with NexTraq solution.

NexTraq also recognizes that many of your questions may come after your initial live training and onboarding session. With this in mind, all training is also available in pre-recorded format to view as often as you like until you are fully comfortable and up to speed with our GPS fleet management solution. NexTraq also offers advanced training and education on a weekly basis, to ensure that you are getting the most out of your investment, all available for free as part of our focus on “The Total Customer Experience”.

Available training can be accomplished in several ways, depending on special requirements from each customer engagement. Training is managed through various methods as follows:

- Regularly Scheduled Weekly Web-based Delivery (Live Training)
 - Private classes are available on request
- On-Demand (self-paced, links are available to all customers)
- Live Web-based Education Services (based on customer demand or new product features)
- Access to NexTraq Knowledge Library of “Pre-recorded Webinar Sessions”
- On-Line Help topics available from the Dashboard

KEY STAKEHOLDERS AND CONTACTS

Pinellas County

Customer Name: Pinellas County - Department of Administrative Services

Address: 400 S. FT. HARRISON AVENUE
ANNEX BUILDING – 6TH FLOOR
CLEARWATER, FL 33756

Contact Name: Jim Just

Role: Lead Procurement Analyst

Phone Number: (727) 464-3205

Fax Number: (727) 464-3925

E-mail Address: just@pinellascounty.org

Contract Name: Pinellas County

Address: 400 S. FT. HARRISON AVENUE
ANNEX BUILDING – 6TH FLOOR
CLEARWATER, FL 33756

Contact Name: John Neal

Role: Department Administrative Manager - Fleet Management Operations

Phone Number: (727) 582-3038

E-mail Address: janeal@co.pinellas.fl.us

NexTraq Implementation Team Members and on-going support

Lisa Page - Local Support/Project Manager – Sr. Regional Sales Manager

- C: 678-989-6254
- Lisa.Page@NexTraq.com

Joshua Sikorski – Technical Support - Director of Sales Engineering

- C: 815-703-7572
- Joshua.Sikorski@NexTraq.com

Gregg Betcher - Director of Government Sales

- C: 802-233-5009
- Gregg.Betcher@NexTraq.com

Philip Pealor – Senior Field Services Manager (oversees installations)

- C: 678-446-5433
- Philip.Pealor@NexTraq.com

NexTraq Premier Support

- 678-762-6832/888-308-2247
- PremierSupport@NexTraq.com

Phone Options:

- 1 – Hardware (unit is not functioning properly etc.)
- 2 – App/Website issue (NexTraq dashboard/APP)
- 4 – Training (“How-to” reports, alerts etc.)
- 5 – Billing (accounting/billing questions)
- 6 – Installation verification (confirm tracking etc.)

PROJECT MANAGEMENT

NexTraq will manage the roll-out and execution for Pinellas County, working closely with Pinellas County internal resources team in regard to installation, logistics, schedules, professional services and timeline commitments. This approach sets the framework for long term reliability of NexTraq GPS devices.

Project scope shall consist of one (1) rollout phase unless Pinellas County determines that multiple phases are necessary and required:

NexTraq Led Initiative (covered by this Statement of Work)

NexTraq shall provide the hardware installation and will provide a hardware installation guide and installer training of Pinellas employees of NexTraq GPS devices in the Pinellas County area upon authorization of this Statement of Work document. During this phase, NexTraq will work with Pinellas County to ensure hardware is delivered at designated locations/dates/times to support the installation sequence. The scope of this will include the availability of NexTraq installers for installation, training and provide an installation guide for GPS devices, to be determined by Pinellas County. This Statement of Work includes:

- Foundation and framework for hardware delivery, installation training and deployment expectations
- NexTraq installers to provide the majority of installations
- Training of Pinellas County installers, verification that installed devices are tracking
- Making available the NexTraq installer app
- Knowledge Transfer, Train-the-Trainer approach

PROJECT SCOPE & APPROACH

This Statement of Work shall cover the following components:

1. Implementation/Installation Services
 - a. NexTraq installers will perform the majority of installs (with Pinellas County having the option of doing self-installs) of Vehicle/Asset Trackers, Panic Buttons and PTO Switches. NexTraq will provide a NexTraq certified installer to train Pinellas County employee installers. NexTraq will also make available installation documents and will make available NexTraq “Installer APP” as well as on-site assistance from Josh Sikorski-NexTraq Sales Engineer
 - i. NexTraq VT-3640 Devices
 - ii. Verizon or AT&T Local Roaming Partner Network
 - b. PTO sensors included in the Project Scope – estimated to be 300 units
 - c. “Panic Button” quantity/installation to be determined on select vehicles – included in Project Scope – estimated to be 19 units
 - d. Driver ID via Employee ID badges are in the Project Scope. RFID pricing is included in this SOW. Pinellas County estimates 16 RFID Driver ID readers.
2. Customer Training & Onboarding
 - a. Standard Overview Training to be provided by NexTraq
 - i. Web-based
 - ii. On-site
3. Integration Services
 - a. Integration Services or Custom Programming is not included in Project Scope. NexTraq will provide customer API data. NexTraq will make available it’s Professional Services team for consulting at a cost of \$150.00 per hour, per resource. 1-2 business days are estimated
4. Reporting
 - a. Assumes That Customer will use NexTraq’s included Standard Reports
 - b. NO custom reporting has been identified and NOT in the Project Scope

NexTraq and Pinellas County representatives will spend time together pre-planning and discussing the rollout to determine exact scope and installation expectation. The anticipated project start date on or near April 19th, 2021 with Phase 1 completed no later than 1 August 2021 (See Appendix A for phase dates. **NOTE: Hardware will ship no sooner than 7 days from contract acceptance by Pinellas County.** The SOW will address the following components:



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(Project Scope & Approach cont.)

- Project Sponsor and Champion Designation
 - Project will Require County Champion (John Neal)
 - Project will Require I.T. Lead Role
- Communications Plan – Project Status Updates
- Resource Allocation Planning
 - Internal Pinellas County resources (Field/County Personnel)
 - External NexTraq resources (Project Manager, Senior Consultant, Technical Consultant, Installers, Trainers etc.)
 - NexTraq Installers – Philip Pealor (NexTraq)
- Project Timeline (Estimated Start Dates and Implementation Duration)
 - Installation/Rollout Schedule by Location
 - Contract accepted/signed by Pinellas County
 - Installation training by NexTraq for Pinellas County installers
 - Shipping of hardware – Ship-to location and quantity to be determined by Pinellas County
 - NexTraq will provide a grace period of up to 60 days after equipment/hardware is shipped to begin billing for monthly telematics services
 - See Appendix A for Phase 1-3 start/end dates and approx. vehicle/asset count
 - Training
 - Training of NexTraq system by NexTraq, NexTraq CAP team – Start date to be determined by Pinellas County
 - Data setup and configuration
 - Vehicle/Assets - See Appendix A for estimated vehicle/asset count
 - Driver ID - Approx. 16 units for the Fleet Management Motor Pool
 - Panic Button – Approx. 19 units
 - PTO Switch's – Approx. 300 units
 - Users (Pinellas County Administrators – NexTraq User List) TBD
- Information Technology Dependencies
 - Consolation between NexTraq and Pinellas County IT for purposes of integration API (1-2 days)
 - Data Loads – Mobile and User Setup

DELIVERABLES

NexTraq Led Initiative (covered by this Statement of Work)

- NexTraq Project Statement of Work (SOW) Document
 - Shall be delivered after planning call(s) between NexTraq and Pinellas County
- Proposed NexTraq Project Plan
 - Tasks
 - Milestones for Phase 1, 2, 3 are listed in Appendix A
 - Resource Allocations
 - Pinellas County Personnel (install planning, scheduling, coordination, execution)
 - NexTraq Personnel
 - NexTraq Installation by NexTraq installers – Pinellas County has the option to provide selected installations
 - NexTraq Installer Training
 - Timeline
 - Resource Plan – See Appendix A
 - NexTraq Resources
 - NexTraq Staff (Project Management, Local Support, Sales Engineer)
 - NexTraq Installers
 - NexTraq installers training Pinellas County installers as needed
 - Pinellas County Resources – Corporate & Field
 - Corporate Personnel (Sponsor, Fleet Personnel, Specialist)
 - Information Technology

NexTraq will perform the majority of installation of GPS devices for Pinellas County, NexTraq will work with Pinellas County internal team members to ensure vehicles are available at designated locations/dates/times to support the installation sequence. Some of the information needed will be:

- Vehicle list by location
- Name of devices - Vehicle/Asset Tracker, Panic Button, PTO Switch's, Driver ID (RFID) reader
- Location address details
- POC details (name, phone number and email address)

ASSUMPTIONS

- Pinellas County will ensure all necessary resources; personnel, equipment and system access are available that would be required and necessary to complete the NexTraq implementation/installation of GPS devices. GPS installation will be by Pinellas County installers at designated Pinellas County facilities.

TERMS

- Term of the contract is 5 years
- All work will be performed on a time and materials basis, at the rates specified in Appendix B.
- This Statement of Work is an estimate of the services required. Actual services may vary for a number of reasons and may be more or less than this estimate. In the event additional services are required NexTraq will notify Pinellas County for approval to proceed. NexTraq will invoice for actual work performed, subject to the billing rates stated in Appendix C.
- NexTraq must receive a signed copy of this Statement of Work prior to proceeding with a contract.
- Local travel expenses by NexTraq personnel are included as needed with remote/online meetings being preferred. All reasonable efforts will be made to minimize travel expenses. NexTraq will use Pinellas County travel guidelines.
- This Statement of Work is valid for 5 years from date of issue. Please sign and return this Statement of Work to confirm dates contained herein.

AUTHORIZATION TO PROCEED

PROJECT ORDER

By providing an authorized signature for this Project Order, Pinellas County authorizes NexTraq to proceed in the delivery of services as defined within this Statement of Work and the Customer and Terms and Conditions, in the event of a conflict between this Statement of Work and any Purchase Order, this Statement of Work shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Project Order and Pinellas County hereby authorizes NexTraq to provide the Services or System Development Services in the attached Statement of Work and to pay for such Services or System Development Services as provided herein.

NexTraq, LLC


Pinellas County

Date: 3/26/21

Date:

Authorized Signature:

Authorized Signature:



Name: Gregg Betcher

Name:

Title: Director Government Sales-NexTraq LLC

Title:

APPROVED AS TO FORM

By: Jacina Parson
Office of the County Attorney



APPENDIX A – INSTALLATION ROLLOUT SCHEDULE – INCLUDED SERVICES

- Once the project “Kickoff” date has been established, NexTraq confirms that it’s system will be operational from the initial tracking installation and activation.
- NexTraq installers will perform the majority of hardware installations for both vehicle and assets to include any “add-on” devices
- NexTraq will provide hardware to include cables, PTO switches (est. 300), Panic Buttons (est. 19 units), Driver ID-RFID Reader (est. 16 units)
- NexTraq will provide Vehicle Tracker (3640) installation guide document
- NexTraq will provide installation APP (PTO switch reporting will require Pinellas County installers to contact NexTraq customer service for activation)
- NexTraq will provide certified NexTraq installer(s) to train Pinellas County installers as needed
- NexTraq will provide in-person/online system training to users of NexTraq’s system
- NexTraq will provide additional 60-day support to Pinellas County via its CAP program
- NexTraq will offer Professional Services/Consulting to Pinellas County via phone/online meetings for the purpose of integration NexTraq’s API data.
- NexTraq will make available its Disaster Recovery procedure
- Planned Implementation phases:
 - Phase 1 will encompass Fiscal Year 2021 beginning after agreement execution and extend through 1 August 2021. This phase will involve installation of tracking devices in all County street-legal vehicles, integration into the NexTraq application, and training of departmental personnel. The vehicle count as of the fiscal year start is 917, although the final number of installations may be +/- 10 to account for new vehicle purchases. Initial requirements for driver I.D. devices and related services are limited to the 16 Fleet Management motor pool units. The NexTraq GPS/Telematics system shall be fully functional no later than 1 August 2021.
 - Phase 2 will encompass Fiscal Year 2022 beginning after 1 October 2021. This phase will involve installation of tracking devices in trailers, utility carts, heavy equipment and special equipment units. Current estimated requirements are 792 units with the final count established in October 2021.
 - Phase 3 will encompass Fiscal Year 2023 beginning after 1 October 2022. This phase will involve installation of tracking devices in generators, select marine units and heavy pumps. Current estimated requirements are 292 units with the final count established in October 2022. Requirements for generator installations are ultimately driven by the capability of tracking units to monitor particulars of generator operation in addition to engine operation status.

APPENDIX B – PRICING SCHEDULE

- NexTraq's Professional Services/Consulting to Pinellas County via phone/online meetings for the purpose of integration NexTraq's API data. Estimate is 1-2 business days at \$150.00 per hour, per resource
- All cables, PTO switches, Panic Buttons (approx. 19) as defined in the RFP are included with NexTraq's pricing response
 - GPS Hardware Units for (990 vehicles) OBD2/JBus equipped vehicles (passenger cars/light truck/heavy trucks)
- Vehicle Tracking - MODEL: LMU-3640
All hardware, cables, and installation included: Per Unit: \$ 125.00 x 990 vehicles - Total cost: \$ 123,750.00
- Monthly Monitoring Fee Term of Contract \$ 11.95
TOTAL (Five (5) Year) PROPOSED COST: \$ 833,580.00
- Powered and Non-Powered asset tracker: Per Unit: \$99.00
-Monthly Monitoring Fee Term of Contract \$9.95

- Uninstalls/Reinstalls by NexTraq Installers: \$75.00 per vehicle/per unit
- Driver ID using Pinellas County supplied RFID cards: The RFID employee ID card provided by Pinellas County to NexTraq and is readable by a provided NexTraq RFID reader which can be installed in Pinellas County vehicles and used for reporting Driver ID via NexTraq's system.
 - Pricing: - RFID Reader: \$50 per vehicle - Subscription: \$4 monthly per vehicle
- Panic Button: \$9.50 – hardware
- PTO Switch: \$3.95 – hardware
- “No Show” installer fee: \$75.00 (Vehicles are not available for installer) – per occurrence charge

- Local travel expenses by NexTraq personal are included as needed with remote/on-line meetings being preferred. All reasonable efforts will be made to minimize travel expenses. NexTraq will use Pinellas County travel guidelines, as determined by preference of Pinellas County. Travel expenses will be billed as incurred. Travel expenses would include lodging, meals, transportation, incidentals.

EXHIBIT B

INSURANCE REQUIREMENTS

The Contractor shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.** The certificate must name Pinellas County, a Political Subdivision of the State of Florida **400 S fort Harrison Avenue Clearwater, FL 33756**, as certificate holder. Certificate marked "Sample", or blank certificate holder information are not compliant.

- a) Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.
- b) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include **Pinellas County a Political subdivision of the State of Florida** as an Additional Insured.
- c) If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the Work, you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@ididata.com by the Proposer or their agent prior to the expiration date.,
 - (1) Proposer shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Proposer from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Proposer of this requirement to provide notice.
 - (2) Should the Proposer, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- d) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

EXHIBIT B

INSURANCE REQUIREMENTS

- e) If subcontracting is allowed under this RFP, the Prime Proposer shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Proposer and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Proposer to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Proposer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- f) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Proposer is a Joint Venture per Section A. titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
- (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- (5) All policies shall be written on a primary, non-contributory basis.

EXHIBIT B

INSURANCE REQUIREMENTS

- (6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Proposer to be in default and take such other protective measures as necessary.
- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s).
- g) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

- (2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits

Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

- (3) Cyber Risk Liability (Network Security/Privacy Liability) Insurance including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least minimum limits as follows:

Limits

Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000

EXHIBIT B

INSURANCE REQUIREMENTS

For acceptance of Cyber Risk Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Cyber Risk Liability and other coverage combined.

Property Insurance Proposer will be responsible for all damage to its own property, equipment and/or materials.

EXHIBIT C

PAYMENT SCHEDULE

NexTraq's Professional Services/Consulting to Pinellas County via phone/online meetings for the purpose of integration NexTraq's API data. Estimate is 1-2 business days at \$150.00 per hour, per resource.

All cables, PTO switches, Panic Buttons (approx. 19) as defined in the RFP are included with NexTraq's pricing response:

GPS Hardware Units for (990 vehicles) OBD2/JBus equipped vehicles (passenger cars/light truck/heavy trucks)

Vehicle Tracking - MODEL: LMU-3640

All hardware, cables, and installation included:

Per Unit: \$ 125.00 x 990 vehicles - Total cost: \$ 123,750.00

Monthly Monitoring Fee Term of Contract \$ 11.95

TOTAL (Five (5) Year) PROPOSED COST: \$ 833,580.00

Powered and Non-Powered asset tracker: Per Unit: \$99.00

Monthly Monitoring Fee Term of Contract \$9.95

Uninstalls/Reinstalls by NexTraq Installers: \$75.00 per vehicle/per unit

Driver ID using Pinellas County supplied RFID cards: The RFID employee ID card provided by Pinellas County to NexTraq and is readable by a provided NexTraq RFID reader which can be installed in Pinellas County vehicles and used for reporting Driver ID via NexTraq's system.

Pricing: - RFID Reader: \$50 per vehicle - Subscription: \$4 monthly per vehicle

Panic Button: \$9.50 – hardware

PTO Switch: \$3.95 – hardware

"No Show" installer fee: \$75.00 (Vehicles are not available for installer) – per occurrence charge

Local travel expenses by NexTraq personal are included as needed with remote/on-line meetings being preferred. All reasonable efforts will be made to minimize travel expenses. NexTraq will use NexTraq travel guidelines or Pinellas County travel guidelines, as determined by preference of Pinellas County. Travel expenses will be billed as incurred. Travel expenses would include lodging, meals, transportation, incidentals.

EXHIBIT D

PAYMENT/INVOICES

PAYMENT/INVOICES:

SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq*, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

INVOICE INFORMATION:

Supplier Information Company name, mailing address, phone number, contact name and email address as provided on the PO

- Remit To** Billing address to which you are requesting payment be sent
- Invoice Date** Creation date of the invoice
- Invoice Number** Company tracking number
- Shipping Address** Address where goods and/or services were delivered
- Ordering Department** Name of ordering department, including name and phone number of contact person
- PO Number** Standard purchase order number
- Ship Date** Date the goods/services were sent/provided
- Quantity** Quantity of goods or services billed
- Description** Description of services or goods delivered
- Unit Price** Unit price for the quantity of goods/services delivered
- Line Total** Amount due by line item
- Invoice Total** Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at www.pinellascounty.org/purchase.

EXHIBIT E

DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. Pinellas County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
 - 1.) Requesting department for this purpose is defined as the County department for whom the work is performed.
 - 2.) Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.

EXHIBIT E

DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

- F. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.

- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.



ATTACHMENT TO SOW

SERVICE LEVEL AGREEMENT Pinellas County and NexTraq LLC RFP: 190-0528-P(JJ)

This Service Level Agreement (SLA) sets forth certain levels of service that NexTraq is required to meet in performing the services during the contract term (“Service Levels”).

1. GENERAL PROVISIONS

1.1 Measurement and Reporting.

A. Except as otherwise agreed upon by the Parties, NexTraq will monitor its actual performance of the services against the service levels. NexTraq will provide automated tools and collect and provide to Pinellas County the data reasonably made available to it by such tools and be responsible for measuring performance against the service levels. NexTraq’s failure to properly measure performance with respect to any particular service level for any month will be a service level default with respect to such service level for such month.

B. NexTraq will provide Pinellas County with a set of hard- and soft-copy reports on request to verify NexTraq’s performance and compliance with the service levels. Detailed supporting information for all reports will be provided to Pinellas County in spreadsheet form, or such other form as reasonably requested by Pinellas County. The raw data, detailed supporting information, and other data produced or derived from measurement of the services will be Pinellas County data and made available to Pinellas County on request, where feasible, at any time during the term.

2. SERVICE LEVELS

NexTraq must meet or exceed the service levels described below.

2.1 System Availability and Performance. NexTraq must maintain availability and performance of its system to users so as to meet or exceed the service levels below.

2.2 System Capacity. NexTraq must provide sufficient hosting capacity to target the service levels, availability and performance objectives of NexTraq’s offer. Pinellas County will work with NexTraq to forecast and anticipate unexpected increases in system usage due to any unusual events that could change the rate of system usage typically observed in normal site operation.

2.3 Content Upload. NexTraq must upload all Pinellas County data, including updates, within two (2) business days of delivery to NexTraq unless content results in technical changes to NexTraq’s system (i.e., beyond text or graphics).

2.4 Response Time. NexTraq must manage equipment, bandwidth, and network response times to target service levels and performance objectives stated in the agreement and herein.



-SLA Continued-

NexTraq will respond to and resolve NexTraq system faults based on the severity levels detailed below. The time clock will restart any time a severity level is changed. “Response” means the time NexTraq takes from its receipt of a problem report until it begins work to resolve the problem.

SEVERITY LEVEL	FAULT DESCRIPTION	RESPONSE	FIX
Severity 1	Total inability to use any material part of the SAAS, and/or Company operations or objectives are severely restricted.	1 hour	2 hours
Severity 2	Ability to use the SAAS, but Company operation is moderately restricted or users notice degraded system performance.	2 hours	4 hours
Severity 3	Ability to use the SAAS with minor faults that cause little disruption to service or use.	1 business day	ASAP

3. SERVICE LEVEL DEFAULTS

3.1 Credits. NexTraq recognizes that a service level default may have a material adverse impact on the business and operations of Pinellas County and that the damage from such service level default is not susceptible to precise determination. Accordingly, if NexTraq fails to meet any service level for reasons other than a Force Majeure Event, in addition to other remedies that may be available, Pinellas County may recover a corresponding service level credit in the amount agreed to after review of any service issue. NexTraq will then determine a value of the service shortfall and issue a credit to Pinellas County’s account in the amount of the service shortfall of the monthly fees owed by Pinellas County for the month during which the service level default occurs.

3.2 Termination. If NexTraq incurs a service level default for two consecutive months or any three months in any six month period (a “Service Level termination Event”), then Pinellas County may terminate the agreement, without liability, upon thirty (30) days written notice to NexTraq, for material breach, not subject to cure, and all remedies will be available to Pinellas County under the agreement, and at law and in equity.

NexTraq Disaster Recovery Plan

02December2020

Version 1.1

TABLE OF CONTENTS

INTRODUCTION	1
DEFINITION: DISASTER	1
THE PURPOSE OF THE DR PLAN	1
EMERGENCY CONTACT FORM	2
EXTERNAL CONTACTS	3
NOTIFICATION NETWORK	4
SCOPE	5
VERSION INFORMATION & CHANGES	5
DISASTER RECOVERY TEAMS & RESPONSIBILITIES	6
DISASTER RECOVERY LEAD	6
ROLE AND RESPONSIBILITIES	6
CONTACT INFORMATION	6
DISASTER MANAGEMENT TEAM	7
ROLE & RESPONSIBILITIES.....	7
CONTACT INFORMATION	7
NETWORK TEAM	8
ROLE & RESPONSIBILITIES.....	8
CONTACT INFORMATION	8
SERVER TEAM	9
ROLE & RESPONSIBILITIES.....	9
CONTACT INFORMATION	9
APPLICATIONS TEAM	9
ROLE & RESPONSIBILITIES.....	9
CONTACT INFORMATION	9
DATA AND BACKUPS	10
DATA IN ORDER OF CRITICALITY.....	10
RESTORING IT FUNCTIONALITY	10
CURRENT SYSTEM ARCHITECTURE	11
IT SYSTEMS	11-14
CONNECTIVITY.....	14
NETWORK EQUIPMENT	14-15
SWITCHES.....	14

ATTACHMENT NO. 2

ROUTERS.....	14-15
LOAD BALANCERS.....	15
FIREWALLS.....	15
SERVERS.....	15
PLAN TESTING & MAINTENANCE.....	15-16
MAINTENANCE.....	15
TESTING.....	15-16
BUSINESS PROCESS/FUNCTION RECOVERY COMPLETION FORM.....	16-17

INTRODUCTION

This Disaster Recovery Plan (DR Plan) is the single source for all of the information that describes NexTraq's ability to survive a disaster including the processes that must be followed to accomplish disaster recovery.

DEFINITION: DISASTER

A disaster can be caused by many events resulting in NexTraq's IT department not being able to perform some or all of their regular roles and responsibilities for a period of time. NexTraq defines disasters as the following:

- Any single core component of the application is not functioning (SQL, IBM MQ, Gateways)
- Failure of utilities such as power and HVAC
- Loss of data, PRI, and analog connectivity
- Greater than a N+1 loss of any component within the infrastructure

The following events can result in a disaster, requiring this DR document to be activated:

- Environmental disaster (flooding, hurricane, fire, etc.)
- Hardware failure / server room issue
- Power outage
- Theft
- Deliberate attack
- Human error

THE PURPOSE OF THE DR PLAN

The purpose for this DR Plan document is to inventory the entire IT infrastructure and capture all of the information relevant to the organization's ability to recover its IT from a disaster, and document the steps that the organization will follow in the event that a disaster occurs.

The top priority of NexTraq will be to enact the steps outlined in this DR Plan to bring all of the organization's groups and departments back to business-as-usual as quickly as possible. This includes:

- Preventing the loss of the organization's resources such as hardware, data and physical IT assets
- Minimizing downtime related to IT
- Keeping the business running in the event of a disaster

This DR Plan will also detail how this document is to be maintained and tested.

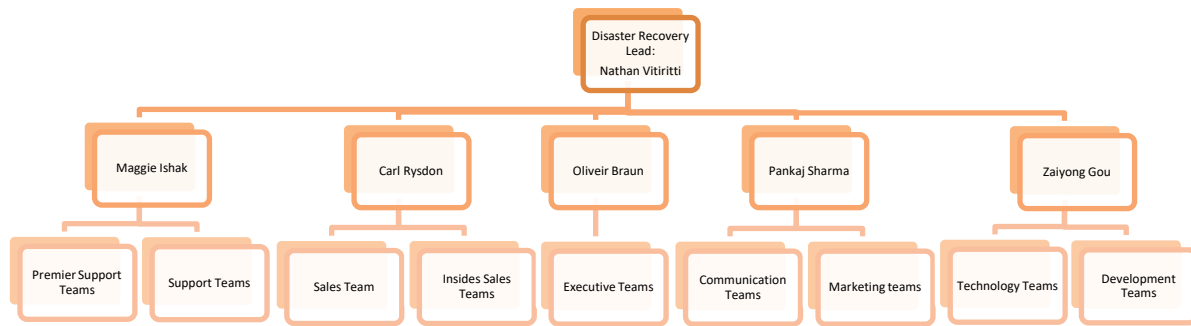
EMERGENCY CONTACT FORM

First Name	Last Name	Title	Contact Type	Contact information
████	████	████████	████	████████
			████	████████
			██████	████████
			████	████████████████
████	██	███████	████	████████
			████	████████
			████	██████████████
██	████	████████	████	████████
			████	████████
			████	██████████████
████	██	█████	████	████████
			████	████████
			████	██████████████

EXTERNAL CONTACTS

First Name	Last Name	Title	Contact Type	Contact information
Property Manager / Landlord				
█	█	█	█	█
			█	█
			█	█
█				
█	█	█	█	█
			█	█
█				
█			█	█
			█	█
█				
█			█	█
			█	█
█			█	█

NOTIFICATION NETWORK



SCOPE

The NexTraq DR Plan takes all of the following technology areas into consideration:

- Network Infrastructure
- Servers Infrastructure
- Telephony System
- Data Storage and Backup Systems
- Data Output Devices
- End-user Computers
- Organizational Software Systems
- Database Systems

This DR Plan does not take into consideration any non-IT, personnel, Human Resources and real estate related disasters.

VERSION INFORMATION & CHANGES

Any changes, edits and updates made to the DR Plan will be recorded in here. It is the responsibility of the Disaster Recovery Lead to ensure that all existing copies of the DR Plan are up to date. Whenever there is an update to the DR Plan, NexTraq requires that the version number be updated to indicate this.

Name of Person Making Change	Role of Person Making Change	Date of Change	Version Number	Notes
Nathan Vitiritti	<i>DR Lead</i>	04/18/2018	1.0	<i>Initial version of DR Plan</i>
Nathan Vitiritti	<i>DR Lead</i>	12/02/2020	1.1	<i>Update disaster recovery plan</i>

DISASTER RECOVERY TEAMS & RESPONSIBILITIES

In the event of a disaster, different teams will be required to assist the IT department in their effort to restore normal functionality to the employees of NexTraq. The different teams and their responsibilities are as follows:

- Disaster Recovery Lead(s)
- IT Team
- Development Team

The lists of roles and responsibilities in this section have been created by NexTraq and reflect the likely tasks that team members will have to perform. Disaster Recovery Team members will be responsible for performing all of the tasks below. In some disaster situations, Disaster Recovery Team members will be called upon to perform tasks not described in this section.

DISASTER RECOVERY LEAD

The Disaster Recovery Lead is responsible for making all decisions related to the Disaster Recovery efforts. This person's primary role will be to guide the disaster recovery process and all other individuals involved in the disaster recovery process will report to this person in the event that a disaster occurs at NexTraq, regardless of their department and existing managers.

ROLE AND RESPONSIBILITIES

- Make the determination that the organization is declaring that a disaster has occurred and trigger the DR Plan and related processes.
- Initiate the DR Notification Network.
- Be the single point of contact for and oversee all of the DR Teams.
- Organize and chair regular meetings of the DR Team leads throughout the disaster.
- Present to the Management Team on the state of the disaster and the decisions that need to be made.
- Organize, supervise and manage all DR Plan test and author all DR Plan updates.

CONTACT INFORMATION

Name	Role/Title	Work Phone Number	Home Phone Number	Mobile Phone Number
██████████	██████████████████	██████████	█	██████████
██████████	██████████████████	██████████	█	██████████
██████████	██████████████████	██████████	█	██████████

DISASTER MANAGEMENT TEAM

The Disaster Management Team that will oversee the entire disaster recovery process and will be the first team required to take action in the event of a disaster. This team will evaluate the disaster and determine the steps required to get the organization back to business as usual.

ROLE & RESPONSIBILITIES

- Set the DR Plan into motion after the Disaster Recovery Lead has declared a disaster
- Determine the magnitude and class of the disaster
- Determine what systems and processes have been affected by the disaster
- Communicate the disaster to the other disaster recovery teams
- Determine what first steps need to be taken by the disaster recovery teams
- Keep the disaster recovery teams on track with pre-determined expectations and goals
- Keep a record of money spent during the disaster recovery process
- Ensure that all decisions made abide by the DR Plan and policies set by NexTraq
- Get the secondary site ready to restore business operations
- Ensure that the secondary site is fully functional and secure
- Create a detailed report of all the steps undertaken in the disaster recovery process
- Notify the relevant parties once the disaster is over and normal business functionality has been restored
- After NexTraq is back to business as usual, this team will be required to summarize any and all costs and will provide a report to the Disaster Recovery Lead summarizing their activities during the disaster

CONTACT INFORMATION

Name	Role/Title	Work Phone Number	Home Phone Number	Mobile Phone Number
██████████	██████████	██████████	█	██████████
██████████	██████████	██████████	█	██████████

NETWORK TEAM

The Network Team will be responsible for assessing damage specific to any network infrastructure and for provisioning data and voice network connectivity including WAN, LAN, and any telephony connections internally within the organization as well as telephony and data connections with the outside world. They will be primarily responsible for providing baseline network functionality and may assist other IT DR Teams as required.

ROLE & RESPONSIBILITIES

- If multiple network services are impacted, the team will prioritize the recovery of services in the manner and order that has the least business impact.
- If network services are provided by third parties, the team will communicate and co-ordinate with these third parties to ensure recovery of connectivity.
- Once critical systems have been provided with connectivity, employees will be provided with connectivity in the following order:
 - All members of the DR Teams
 - DR Lead
 - DR Management Team
- After NexTraQ is back to business as usual, this team will be summarize any and all costs and will provide a report to the Disaster Recovery Lead summarizing their activities during the disaster

CONTACT INFORMATION

Name	Role/Title	Work Phone Number	Home Phone Number	Mobile Phone Number
██████████	██████████	██████████	█	██████████

SERVER TEAM

The Server Team will be responsible for providing the physical server infrastructure required for the organization to run its IT operations and applications in the event of and during a disaster. They will be primarily responsible for providing baseline server functionality and may assist other IT DR Teams as required.

ROLE & RESPONSIBILITIES

- If multiple servers are impacted, the team will prioritize the recovery of servers in the manner and order that has the least business impact. Recovery will include the following tasks:
 - Assess the damage to any servers
 - Restart and refresh servers if necessary
- Order and replace any server hardware where required
- Install and implement any tools, hardware, and systems required
- After NexTraq is back to business as usual, this team will be summarize any and all costs and will provide a report to the Disaster Recovery Lead summarizing their activities during the disaster

CONTACT INFORMATION

Name	Role/Title	Work Phone Number	Home Phone Number	Mobile Phone Number
██████████	██████████	██████████	█	██████████

APPLICATIONS TEAM

The Applications Team will be responsible for ensuring that all organization applications operate as required to meet business objectives in the event of and during a disaster. They will be primarily responsible for ensuring and validating appropriate application performance and may assist other IT DR Teams as required.

ROLE & RESPONSIBILITIES

- If multiple applications are impacted, the team will prioritize the recovery of applications in the manner and order that has the least business impact. Recovery will include the following tasks:
 - Assess the impact to application processes
 - Restart applications as required
 - Patch, recode or rewrite applications as required
- After NexTraq is back to business as usual, this team will be summarize any and all costs and will provide a report to the Disaster Recovery Lead summarizing their activities during the disaster

CONTACT INFORMATION

Name	Role/Title	Work Phone Number	Home Phone Number	Mobile Phone Number
██████████	██████████	██████████	█	██████████

DATA AND BACKUPS

This section explains where all of the organization’s data resides as well as where it is backed up to. Use this information to locate and restore data in the event of a disaster.

DATA IN ORDER OF CRITICALITY

Rank	Data	Data Type	Back-up Frequency	Backup Location(s)
1	AT1 Backup Set	AT1 Site Data – All	Daily	Local backup set residing at AT1 Remote backup set residing at AT3
1	AT3 Backup Set	AT3 Site Data – All	Daily	Local backup set residing at AT3 Remote backup set residing at AT1

RESTORING IT FUNCTIONALITY

Should a disaster actually occur and NexTraQ need to exercise this plan, this section will be referred to frequently as it will contain all of the information that describes the manner in which NexTraQ’s information system will be recovered.

CURRENT SYSTEM ARCHITECTURE

<Removed diagram for External use>

IT SYSTEMS

Please list all of the IT Systems in your organization in order of their criticality. Next, list each system’s components that will need to be brought back online in the event of a disaster. Add or delete rows as needed to the table below.

Rank	IT System	System Components (In order of importance)
█	██████████	██████████
█	██████████	██████████
█	██████████	██████████
█	██████████	██████████
█	██████████	██████████
█	██████████	██████████
█	██████████	██████████
█	██████████	██████████

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CONNECTIVITY

Provider	Circuit Type	Bandwidth	CPE	CPE Gear Model	Address, City State ZIP	Onsite Location	Notes
Century Link	Internet	50Mbps	No	N/A	180 Peachtree St. Atlanta, GA. 30303	CPE within Michelin cage – NexTraq rack Demark within Equinix Telco locations	Primary Internet Circuit
Century Link	Internet	50Mbps	No	N/A	56 Marietta St NW Atlanta, GA. 30303	CPE within Michelin cage – NexTraq rack Demark within Equinix Telco locations	Primary Internet Circuit

NETWORK EQUIPMENT

SWITCHES

Make/Model	Description	MGMT IP	Misc. Details

ROUTERS

Make/Model	Description	MGMT IP
------------	-------------	---------

[REDACTED]	[REDACTED]	[REDACTED]
------------	------------	------------

LOAD BALANCERS

Make/Model	Description	MGMT IP
[REDACTED]	[REDACTED]	[REDACTED]

FIREWALLS

Make/Model	Description	MGMT IP	Notes
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

SERVERS

Server sizing for recovery purposes will be provided by a detailed report of assets from the asset management system. This will include both physical and virtual servers. Included in the report will be the CPU/vCPU, Memory, Disk, and Network information.

PLAN TESTING & MAINTENANCE

While efforts will be made initially to construct this DR Plan in as complete and accurate a manner as possible, it is essentially impossible to address all possible problems at any one time. Additionally, over time the Disaster Recovery needs of the organization will change. As a result of these two factors this plan will need to be tested.

MAINTENANCE

The DR Plan will be updated annually or any time a major system update or upgrade is performed, whichever is more often. The Disaster Recovery Lead will be responsible for updating the entire document, and so is permitted to request information and updates from other employees and departments within the organization in order to complete this task.

Maintenance of the plan will include (but is not limited to) the following:

1. Ensuring that all team lists are up to date
2. Reviewing the plan to ensure that all of the instructions are still relevant to the organization
3. Making any major changes and revisions in the plan to reflect organizational shifts, changes and goals
4. Ensuring that the plan meets any requirements specified in new laws

During the Maintenance periods, any changes to the Disaster Recovery Teams must be accounted for. If any member of a Disaster Recovery Team no longer works with the company, it is the responsibility of the Disaster Recovery Lead to appoint a new team member.

TESTING

NexTraq is committed to ensuring that this DR Plan is functional. The DR Plan should be tested every once per year in order to ensure that it is still effective. Testing the plan will be carried out as follows:

- 1) **DR Rehearsal:** Team members verbally go through the specific steps as documented in the plan to confirm effectiveness, identify gaps, bottlenecks or other weaknesses. This test provides the opportunity to review a plan with a larger subset of people, allowing the DR Plan Lead to make appropriate changes to the plan. Staff should be familiar with procedures, equipment, and all Evolve IP availability zones (if required).
- 2) **Failover Testing:** Under this scenario, servers and applications are brought online in an isolated environment. There's no impact to existing operations or uptime. Systems administrators ensure that all operating systems come up cleanly. Application administrators validate that all applications perform as expected.

Any gaps in the DR Plan that are discovered during the above phases will be addressed by the Disaster Recovery Lead as well as any resources that he/she will require.

BUSINESS PROCESS/FUNCTION RECOVERY COMPLETION FORM

The DR Lead is responsible for completing and signing this form for each process recovered. Please use a separate form for each recovered business process.

NAME OF BUSINESS PROCESS:	
Completion Date of Work by DR Team	{ENTER DATE HERE}
Date of Transition Back to Business Unit Management	{ENTER DATE HERE}
<p>I confirm that the work of the Disaster Recovery Team has been completed in accordance with the DR Plan for the above process and that normal business operations have been effectively restored.</p> <p>DR Team Lead Name: _____</p> <p>Signature: _____</p> <p>Date: _____</p> <p>Comments:</p>	
<p>I confirm that above business process is now acceptable for normal working conditions.</p> <p>DR Team Lead Name: _____</p>	

ATTACHMENT NO. 2

Title: _____

Signature: _____

Date: _____

NEXTRAQ – PINELLAS COUNTY

ATTACHMENT TO THE STATEMENT OF WORK

ADDITIONAL PROVISIONS CONCERNING SERVICES

1. INTRODUCTION; DEFINED TERMS. These Terms and Conditions, together with any and all NexTraq authorized Order Forms submitted by you and accepted by us (each, an “**Order Form**”), form a part of the Services Agreement and together with its other exhibits and attachments constitute the agreement (the “**Agreement**”) governing your use of the Services (as defined below). This Agreement also governs your use of the Web Services (as defined below) if you submit and we accept an Order Form for Web Services. If we do not accept an Order Form for Web Services from you, the terms referring to Web Services do not apply to you.

As used in this Agreement, the terms “**you**” and “**your**” refer to the customer indicated on the Order Form or shown on the Services Agreement to which these Terms and Conditions are attached; “**we**,” “**us**,” “**our**” “**NexTraq**” and similar terms refer to NEXTRAQ, LLC, a Delaware limited liability company; “**API**” means an application programming interface provided to you for use with the Web Services; “**Fleet Data**” means the information and data generated by the Tracking Devices and the provision of the Services, including geolocation, telemetry and movement data, including information that comes from the vehicles, and information that incorporates or is derived from the processing of such information or data, and all other data made available by us through the Application Platform for the purpose of providing the Services to you; “**Services**” means (a) our telematics-based vehicle and asset location service that uses the Global Positioning System and Tracking Devices for position location reporting and a wireless or satellite network operated by one or more third parties for data communications, together with any and all other services and add-ons (including, but not limited to, third-party services) offered by NexTraq for use in connection with such service and purchased or used by you, (b) the Application Platform (as defined below), (c) the operation of one or more Tracking Devices and (d) if you submit and we accept an Order Form for Web Services, our Web Services and related APIs and other services made available by NexTraq; “**Tracking Device**” means a vehicle or asset mounted wireless tracking device and associated equipment provided by us to enable your authorized use of the Services in the operation of a single vehicle; and “**Web Service(s)**” means one or more services that allow users and third-party applications to access, retrieve and push data to the Application Platform. Certain additional terms are defined elsewhere in this Agreement.

2. Omitted.

3. SERVICE DESCRIPTION.

3.1 The Service includes access to our service platform that allows you to receive access and view fleet data generated by our telematics-based vehicle and asset tracking service through a web browser, mobile applications or other available services provided by NexTraq for fleet-tracking and related activities (the “**Application Platform**”). From time to time, we may develop and provide Application Platform updates, upgrades, bug fixes, patches or new features, or modify or delete in their entirety certain features and functionality.

3.2 We will provide you with the number of Tracking Devices set forth on each Order Form we accept and arrange for installation (if required) and authorization. For purposes of this Agreement, such Tracking Devices are considered “**authorized**” during the initial subscription term set forth on the applicable Order Form or as otherwise set forth in the Services Agreement (provided all applicable fees are paid) and for so long as you continue to pay the applicable monthly Charges (defined below) thereafter. During the Term, we will repair or replace, at our option, any authorized Tracking Device or other equipment we provide that contains a material defect or becomes incapable of working with the Services in accordance with NexTraq’s published specifications. To request a repair or replacement, you must contact Customer Service. Notwithstanding the foregoing, our obligation to repair or replace defective Tracking Devices and equipment is limited and does not apply with respect to (i) use of the Tracking Devices with antennas, cable connections or mounting hardware other than those furnished by NexTraq or an authorized agent; (ii) damage to the Tracking Device caused by use outside of normal work conditions or by physical impact, exposure to moisture, or product abuse; (iii) improper handling (including insertion or removal of OBD based Tracking Devices while a vehicle is in motion), (iv) improper installation (other than by NexTraq or its agent), (v) alteration, modification or attempted repair other than by NexTraq or its authorized agent, or (vi) damage caused by any attempt to open a Tracking Device (other than to change replaceable batteries, where applicable). In addition, our obligations hereunder do not extend to antennas, batteries, cables or mounting hardware, nor to any third-party GPS navigation system that we may provide. We will schedule such replacements as promptly as commercially reasonable, but we make no guaranty as to such schedule. We may request the return of any Tracking Devices that we replace, in which case you must return such Tracking Devices to us within 30 days of our issuing a return authorization number or you may be charged for the new Tracking Device based on our then-current list prices.

3.3 We will assign you, and you will be responsible for controlling, username(s) and password(s) which permit you, your employees and independent contractors, access to the Application Platform and, if we have accepted an Order Form for Web Services, access to and interaction with the Web Services and related APIs. You must promptly notify NexTraq of any unauthorized use of the username(s) or password(s), and you will be responsible for all use thereof (whether authorized by you or not). Until so notified, NexTraq shall not be responsible for any such unauthorized use. NexTraq shall not be liable for any loss or damage arising from any unauthorized use of a username or password. You shall not assign, transfer or otherwise permit access to the Application Platform or Web Services or related APIs (as applicable) except as expressly set forth herein. Any use of the Application Platform, Web Services or applications by an independent contractor of yours must be for your business purposes, and you will remain responsible for all the acts or omissions of any such independent contractor.

4. DATA.

4.1 You will be solely responsible for any and all personal data and information related to identifiable individuals you provide to us through the Services (“**Customer Data**”). You retain ownership of Customer Data, subject to the rights and permissions granted in this Section 4. By providing Customer Data to us, you grant all such rights and permissions in or relating to Customer Data to NexTraq as are necessary or useful to provide the Services, to enforce this Agreement and to exercise its rights and perform its obligations hereunder. As between the parties, Fleet Data (defined above) is owned by NexTraq and you acknowledge and agree that you have no proprietary rights thereto.

4.2 Notwithstanding anything to the contrary, NexTraq has the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (which may include Customer Data and/or information collected from or about an individual user or device, as well as data about your and other users' access and use of the Services, and data and information based on or derived from Customer Data), and you hereby grant NexTraq the right (during and after the Term hereof) to (a) use, store, transmit, distribute, modify, copy, display, sublicense, and create derivative works of such information and data to provide and/or market the Services, to prevent and fix technical problems with the Services and for other diagnostic and corrective purposes in connection with the Services and other NexTraq offerings, to analyze, improve and enhance the Services, to create modeling and analytics, and for research and development purposes, (b) disclose such information and data, provided that NexTraq shall not disclose Customer Data or information derived from Customer Data to third parties unless such information has been aggregated, de-identified and/or anonymized such that it cannot reasonably be used to identify a specific individual or customer, and (c) disclose such information in other ways upon specific consent.

4.3 NexTraq is responsible for providing data associated with Pinellas County's use of the Services in its raw database format (SQL, Oracle, etc.) OR as individual table extracts from the native database to flat files (CSV or TXT) to Pinellas County upon request during the Term or upon termination of the agreement.

4.4 Your Duties. You represent, covenant, and warrant that you (a) own or otherwise have and will have all necessary rights and authorizations in and relating to all Customer Data, Fleet Data and all other non-public information or data, in any form or medium, that is collected, downloaded or otherwise received, directly or indirectly from you or an end user by or through the Services, including through Tracking Device(s) you cause to be installed on vehicle(s), to enable the provision of the Services, and have the rights and authority (if required by applicable law, pursuant to notices given and consents obtained by you) to provide such information and data to NexTraq or to permit NexTraq to collect such information and data, so that your use of the Services and acceptance of this Agreement and NexTraq's sharing, collection, use, disclosure and other processing of such information and data in accordance with this Agreement do not and will not infringe, misappropriate or otherwise violate any intellectual property rights, or any privacy or other rights of any third party or violate any applicable law or regulation; (b) the Customer Data is free of all viruses, Trojan horses, and other elements that could interrupt or harm the systems, software used by NexTraq or its contractors, subcontractors or service providers to provide the Services or the Software (defined below); (c) are solely responsible for ensuring compliance with all privacy laws in all jurisdictions that may apply to Customer Data and Fleet Data provided and collected hereunder; and (d) NexTraq may exercise the rights in Customer Data and Fleet Data granted under this Agreement without liability or cost to any third party.

5. INVOICING AND PAYMENT; TAXES.

5.1. Monthly charges ("**Charges**") for all Services, in the amount shown on the applicable Order Form will be during the Term based on the number of authorized Tracking Devices associated with your account at such time. Charges will be accrued and be payable with respect to all authorized Tracking Devices, regardless of vehicle status, unless a malfunction is reported to and acknowledged by NexTraq. Any additional services provided by NexTraq or an authorized third party will be invoiced following the provision of such services. In the case of the Web Services, the Web Services and APIs set forth on the Order Form will be activated at the time that your access to the Web Service account is configured and enabled by NexTraq. If any amounts due hereunder are not paid by the applicable due date, a one-time late fee may be assessed on each late amount in an amount not to exceed the lesser of 10.0% of such late

amount or the maximum amount permitted by law. All prices, fees and rates under this Agreement exclude sales, use, excise or any other taxes assessed at any time. Except for taxes imposed upon NexTraq's income and FCC license fees, you must pay all applicable taxes and/or assessments, whether invoiced separately or with the Services. All reasonable costs and expenses, including but not limited to and service charges, incurred by NexTraq in collecting payment shall be payable by you. Credit terms are at NexTraq's discretion and are subject to change.

5.2 If you have provided a credit card, Charges will be billed to such credit card each month throughout the Term unless you provide notice that you wish to suspend automatic billing. We reserve the right to charge a credit card payment surcharge up to 4% or the maximum permitted by a payment network, whichever is less. Until such time, you hereby authorize NexTraq to charge such card for amounts due plus the credit card surcharge amount hereunder. If a charge is rejected for any reason, you will remain responsible for all payments due hereunder, as well as any expenses incurred in connection with such rejection. Payments, including automatic billing, may be setup on line at billpay.www.nextraq.com. To cancel automatic billing, either cancel on line at billpay.www.nextraq.com, contact your account representative, or call (800) 358-6178.

5.3 You will be solely responsible for the choice of an Internet service provider necessary to access the Application Platform and Web Services (if applicable) and for all related fees and expenses.

5.4 The provisions of this Section 5 are subject to any conflicting specific invoicing and payment terms in the Services Agreement. In the event of a conflict between any provisions of this Section 5 and provisions of the Services Agreement concerning invoicing and payment terms, those provisions of the Services Agreement shall control.

6. Omitted.

7. RELATIONSHIP WITH WIRELESS CARRIER. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOU HAVE NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE UNDERLYING WIRELESS SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS AND THAT YOU ARE NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN NEXTRAQ AND THE UNDERLYING CARRIER. IN ADDITION, YOU ACKNOWLEDGE AND AGREE THAT THE UNDERLYING CARRIER AND ITS AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO YOU AND YOU HEREBY WAIVE ANY AND ALL CLAIMS OR DEMANDS THEREFOR. YOU FURTHER ACKNOWLEDGE THAT REPRESENTATIVES OF THE UNDERLYING WIRELESS SERVICE PROVIDER MAY HAVE MET WITH YOU INDIVIDUALLY OR TOGETHER WITH NEXTRAQ TO DISCUSS AND REVIEW PRINTED MATERIALS THAT EXPLAINED THE UNDERLYING WIRELESS SERVICE PROVIDER'S UNDERSTANDING OF NEXTRAQ'S SERVICES. YOU ACKNOWLEDGE THAT YOU HAVE HAD THE OPPORTUNITY TO FULLY INVESTIGATE THE CAPABILITIES, QUALITY AND RELIABILITY OF THE NEXTRAQ SERVICES AND HAVE SATISFIED YOURSELF THAT THE SERVICES SATISFACTORILY MEET YOUR BUSINESS NEEDS. YOU AGREE THAT THE UNDERLYING WIRELESS SERVICE PROVIDER AND ITS AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO YOU ARISING FROM OR RELATED TO ANY MEETINGS, DISCUSSIONS OR EXPLANATIONS REGARDING THE NEXTRAQ SERVICES AND YOU HEREBY WAIVE ANY AND ALL CLAIMS OR DEMANDS YOU MAY HAVE AGAINST THE UNDERLYING WIRELESS SERVICE PROVIDER AND ITS AFFILIATES AND CONTRACTORS THEREFOR. YOU FURTHER ACKNOWLEDGE AND AGREE THAT, IF A TRACKING DEVICE IS NO LONGER ACTIVE, OR IF THE SERVICE HAS BEEN MODIFIED TO USE A DIFFERENT WIRELESS CARRIER, THEN, DURING THE TERM OF THIS AGREEMENT OR ANY TIME THEREAFTER, THE INITIAL UNDERLYING WIRELESS SERVICE PROVIDER MAY ACCESS SUCH TRACKING DEVICE USING OVER THE AIR PARAMETER ADMINISTRATION OR

OTHER MEANS IN ORDER TO DOWNLOAD SOFTWARE OR OTHER INFORMATION INTENDED TO PREVENT SUCH TRACKING DEVICE FROM ATTEMPTING TO CONTACT SUCH CARRIER'S WIRELESS NETWORK.

8. LIMITED LICENSE. We hereby grant you, for use during the Term only, a non-exclusive, non-transferable, limited license to (a) access and use the Services and (b) use the software integrated into or stored on any authorized Tracking Device or the Application Platform ("**Software**") solely in conjunction with the authorized use of the Services. You represent, warrant and covenant that you shall only use the Services for the permitted uses set forth in this section. Any purpose or use not specifically authorized herein is expressly prohibited. Without limiting the foregoing, and except as otherwise expressly set forth in this Agreement, you shall not at any time, directly or indirectly: (a) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Software; (b) reverse engineer, decompile, disassemble, decode, adapt, or otherwise attempt to derive or gain access to any component of the Services or Software, including, without limitation, the source code of the Software; (c) copy, modify, translate, or create derivative works based on the Services or Software; (d) remove any proprietary notices included within the Services or Software; (e) publish, enhance, or display any compilation or directory based upon information derived from the Services; (f) use the Services or Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person or entity, or that violates any applicable law or regulation or (g) use the Services for the benefit of a third party or other than as expressly permitted in this section. You will ensure that your end users comply with these restrictions as well as any and all other restrictions applicable to end users in this Agreement.

We may block your access to the Application Platform and Services (and Software integrated into or stored on any authorized Tracking Device or the Application Platform) if in the event you attempt to make unauthorized use thereof, or if your use (authorized or not) interferes with the operation and utilization of the Services by any other party, provided we use reasonable efforts under the circumstances to provide advance notice and opportunity to cure. We and our licensors expressly reserve and retain all right, title and interest in and to our respective proprietary information and materials and all intellectual property rights and other proprietary rights not expressly granted hereunder.

9. LIMITED WARRANTY. We warrant that, throughout the Term, the Services will be available and operate in accordance with our published specifications. If Services do not perform in accordance with such specifications, for Services other than Web Services, you may request, and if applicable we will issue, a credit (based on the Charges for the total number of affected authorized Tracking Devices) for each day during which your ability to access and use the Service was materially impaired. The foregoing represents our entire liability, and your sole and exclusive remedy, for any breach of the Limited Warranty described in this Section 9. This limited warranty does not cover interruption of Service as a result of scheduled maintenance and downtime, the proper exercise of our remedies hereunder, or Internet Unavailability, Network Interruption Factors or any other event or occurrence beyond our reasonable control. You acknowledge that the data available through the Services generally and Web Services is limited to data generated by your use of Tracking Devices and NexTraq's related application processes and is subject to omissions or inaccuracies due to Wireless Network Interruption Factors or any other event or occurrence beyond NexTraq's control.

As used herein, (i) "**Internet Unavailability**" means (a) failure or unavailability of Internet access; (b) unauthorized use, theft or operator errors relating to your telephone, cable or Internet service provider; (c) bugs, errors, configuration problems or incompatibility of equipment or services relating to your computer or network; or (d) failure of communications networks or data transmission facilities, and (ii)

“Network Interruption Factors” means any wireless or satellite network outages or constraints that may occur due to the availability of such network being temporarily refused, interrupted, curtailed or otherwise limited by factors including but not limited to atmospheric, environmental or topographical conditions, physical features such as buildings, tunnels or landmass features, satellite or transponder failure, coverage loss or gaps, capacity constraints, or network provider facilities changes, modifications, updates, relocations, repairs, maintenance or other similar activities necessary for the proper or improved operation of the applicable network.

10. DISCLAIMER. EXCEPT FOR THE LIMITED WARRANTY EXPRESSLY SET FORTH IN SECTION 9 ABOVE, THE EQUIPMENT AND SERVICES PROVIDED HEREUNDER ARE PROVIDED “AS IS,” “WHERE IS” AND “AS AVAILABLE” AND THERE ARE NO OTHER WARRANTIES MADE BY NEXTRAQ, EXPRESS, IMPLIED, OR ARISING OUT OF A COURSE OF DEALING, USAGE OR TRADE PRACTICE, INCLUDING, BUT NOT LIMITED TO, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEXTRAQ MAKES NO WARRANTY OR COMMITMENT HEREUNDER WITH RESPECT TO ANY EQUIPMENT OR HARDWARE; ANY SUCH WARRANTIES OR COMMITMENTS SHALL BE GOVERNED BY SEPARATE AGREEMENT BETWEEN YOU AND THE PROVIDER OF SUCH EQUIPMENT. NEXTRAQ DOES NOT WARRANT THAT THE SERVICES (OR ANY DATA OR INFORMATION MADE AVAILABLE THROUGH THE SERVICES) OR SOFTWARE WILL BE UNINTERRUPTED, SECURE, ACCURATE, COMPLETE, ERROR FREE, FREE OF VIRUSES OR HARMFUL CODE OR COMPATIBLE WITH OR WORK WITH OTHER SYSTEMS, SOFTWARE OR SERVICES; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES.

11. Omitted.

12. Omitted.

13. EXPORT COMPLIANCE ASSURANCE. You understand that NexTraq is subject to regulation by agencies of the United States government, which, in some cases, prohibits export or diversion of certain products to certain countries or persons. You warrant that you will comply with all applicable export laws and regulations with respect to the Services, including the Tracking Devices.