



City of Davenport

Sourcewell Contract #020221-SKY
Pricing Proposal

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TELUS Communications (U.S.) Inc.
SOFTWARE-AS-A-SERVICE AGREEMENT
COVER PAGE

The attached documents describe the relationship between TELUS Communications (U.S.) Inc. ("**Company**") and the customer identified below ("**Customer**") (each of Company and Customer, a "**Party**"). The documents attached to this cover page ("**Cover Page**") will consist of the document entitled "Terms and Conditions" (the "**SaaS Terms**") and any schedules attached thereto, which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement**").

"Company" means: (a) TELUS Communications (U.S.) Inc. in the case where an Application Service is provided to the Customer located in the United States; and (b) Blue Oceans Satellite Systems Inc. (dba SkyHawk Telematics, a wholly owned Telus company) ("**Blue Oceans**") in the case where Equipment is being sold by Blue Oceans to the Customer. As it relates to the Application Service that is provided to the Customer, this Agreement is deemed to be solely between the Customer and TELUS Communications (U.S.) Inc., with TELUS Communications (U.S.) Inc. being (i) entitled to the TELUS rights and benefits, and (ii) responsible for performance of the TELUS obligations and promises, under this Agreement, as they apply to such Application Service. As it relates to Equipment that is sold to the Customer, this Agreement is deemed to be solely between the Customer and Blue Oceans, with Blue Oceans being (i) entitled to the Blue Oceans rights and benefits, and (ii) responsible for performance of the Blue Oceans obligations and promises, under this Agreement, as they apply to such Equipment.

This Agreement will become effective when this cover page is executed by authorized representatives of both Parties (the "**Effective Date**").

CUSTOMER INFORMATION:

Name/Customer:	City of Davenport, DPW		
Address:	Term:	3 years + Mutually agreed upon automatic annual extensions	
Sorcewell Number:	XXX		
Billing Contact:	Principal Contact Person:	Jim Erwin	
Title:	Title:	Fleet Division Manager Public Works	
Phone:	Phone:	(563) 326-7922	
Fax:			
Email Address:	Email Address:	Jim.Erwin@davenportiowa.com	

The Parties have caused their duly authorized representatives to execute this Agreement as of the dates set forth below.

CUSTOMER:

By (Signature):

Name (Printed):

Title:

Date:

TELUS Communications (U.S.) Inc.

By (Signature):

Name (Printed): Erin Emmott

Title: President

Date:

Blue Oceans Satellite Systems Inc.:

By (Signature):

Name (Printed): Paul Anderson

Title: General Manager

Date:

FOR INTERNAL COMPANY USE ONLY:

Contract #:: _____

PRE AUTHORIZED PAYMENT DETAILS:

TELUS Communications (U.S.) Inc.
SOFTWARE-AS-A-SERVICE AGREEMENT
TERMS AND CONDITIONS

1. DEFINITIONS.

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “Application Documentation” will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Application Service, (“functionality”) whether such functionality is provided in a scheduled release which materials are designed to facilitate use of the Application Service and which are provided by Company to Customer in accordance with the terms of this Agreement.

1.2 “Application IP” will mean the Application Service, the Application Documentation, and any and all intellectual property provided to Customer (and/or any applicable Authorized End Users) in connection with the foregoing.

1.3 “Application Service(s)” will mean the technology and application software set forth and described in a Schedule or Statement of Work to this Agreement.

1.4 “Authorized End User” shall mean, collectively, any individual employees, agents, or contractors of Customer accessing or using the Application Service, under the rights granted to Customer pursuant to this Agreement; and through the Web Interface, under the rights granted to Customer pursuant to this Agreement.

1.5 “Confidential Information” will mean all written or oral information, disclosed by either Party to the other, related to either Party or a third party that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential. Without limiting the foregoing, for purposes of this Agreement, the Application Documentation will be deemed Confidential Information of Company.

1.6 “Customer Content” will mean Vehicle Data and any other data, information and content provided or generated by Customer in connection with the Customer's use of the Application Services.

1.7 “Operator” means any driver or user of a vehicle that Customer enrolls for or through which Customer receives the Application Services pursuant to this Agreement.

1.8 “Vehicle Data” means data collected from equipment or assets through which the Customer receives the Application Services, including, without limitation: (a) telemetry data, including speed, location, and driver input data; and (b) diagnostic data.

1.9 “Web Interface” will mean the website or websites through which Customer's Authorized End Users may access the Application Service in accordance with the terms of this Agreement.

2. ACCESS AND USE.

2.1 Provision of Access. Subject to the terms and conditions contained in this Agreement, Company hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Application Service listed in a Schedule or a Statement of Work during the Term, solely for use by Authorized End Users in accordance with the terms and conditions herein. Such use shall be limited to use of the Application Service for the benefit of, or in relation to, the operation of Customer's business. The Customer will not download or install the Application IP onto any computers or devices. As soon as reasonably practicable after configuration of the application Company shall provide to Customer the necessary passwords and network links or connections to allow Customer to access the Application Service, whether the passwords or authentication means are assigned by Company or created by Customer or any Authorized End Users (the “**Credentials**”). Company shall also provide Customer the Application Documentation to be used by Customer in accessing and using the Application Service. Customer acknowledges and agrees that, as between Customer and Company, Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Customer, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User's use of the Application Service, and shall cause Authorized End Users to comply with such provisions.

2.2 Usage Restrictions. Customer will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Application IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Application IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Application IP, or attempt to do any of the foregoing, and Customer acknowledges that nothing in this Agreement will be construed to grant Customer any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Application IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Company; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Application IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Application IP; or (vi) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Customer's rights under Sections 2.1 and 2.2, except for the sublicense right expressly granted in Section 2.2. Customer will not use any of the Application IP except in compliance with Company's obligations to any third party with respect thereto incurred prior to the Effective Date, including without limitation complying with any terms set forth in a Schedule to this Agreement, provided that Company has notified Customer of such obligations. Customer will ensure that its use of any of the Application IP complies with all applicable laws, statutes, regulations or rules, including any export and import requirements and will not use or compile any of the Application IP for the purpose of any illegal activities. Customer will further comply with any

documentation or written requirements provided by Company to Customer, and any best practices and industry specifications when using the Application Service.

2.3 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Company and its licensors retain all right, title and interest in and to the Application IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Company retains the right to use the foregoing for any purpose in Company's sole discretion.

2.4 Suspension. Company may restrict, suspend, or terminate some or all of the Application Services or terminate this Agreement if the Customer fails to pay any amounts when required under this Agreement, by giving 10 days' advance notice to the Customer. Notwithstanding anything to the contrary in this Agreement, Company may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Application IP if (i) Company reasonably determines that (a) there is a threat or attack on any of the Application IP; (b) Customer's or any Authorized End User's use of the Application IP disrupts or poses a security risk to the Application IP or any other customer or vendor of Company; (c) Customer or any Authorized End User is/are using the Application IP for fraudulent or illegal activities; (d) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding; or (e) Company's provision of the Application Service to Customer or any Authorized End User is prohibited by applicable law; or (ii) any vendor of Company has suspended or terminated Company's access to or use of any third party services or products required to enable Customer to access the Application IP (each such suspension, in accordance with this Section 2.4, a "**Service Suspension**"). Company will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Customer (including notices sent to Company's registered email address) and to provide updates regarding resumption of access to the Application IP following any Service Suspension. Company will use commercially reasonable efforts to resume providing access to the Application Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Except as expressly set out in this Agreement, Company will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Customer or any Authorized End User may incur as a result of a Service Suspension.

2.5 Professional Services. From time to time, Customer may request that Company provide certain professional services to Customer, such as installation and configuration services. Any such professional services shall be governed by the Professional Services Addendum attached hereto as Schedule C and provided in accordance with any Work Statement (as defined therein) separately executed by the Parties thereunder.

2.6 Equipment Sale. In exchange for the payment of such charges as may be determined by reference to Schedule A (the "**Equipment Charges**"), Company shall sell to the Customer the equipment, firmware, devices, hardware and other materials, excluding any intellectual property in the foregoing, identified in Schedule A to this Agreement (the "**Equipment**"). Title to Equipment will transfer from the Company or directly from the original equipment manufacturer ("**OEM**") or Company's suppliers, as applicable, to the Customer upon Company's receipt of the full Equipment Charges plus applicable taxes for such Equipment. Any firmware supplied with the Equipment will be governed by any EULA accompanying the Equipment. Unless otherwise provided for in a Schedule or a Statement of Work, risk of theft, loss, vandalism, damage or destruction of Equipment will transfer from the Company, the OEM or Company supplier, as applicable, to the Customer immediately upon the shipping of the Equipment from the Company's, the OEM's or Company's supplier's facilities. The Equipment will be delivered to the Customer "**EX WORKS**" the Company's, the OEM's, or Company's supplier's facilities (Incoterms 2020). **Equipment Lease.** In exchange for the payment of such charges as may be determined by reference to Schedule A (the "**Equipment Charges**"), Company shall lease to the Customer the equipment, firmware, devices, hardware and other materials, excluding any intellectual property in the foregoing, identified in Schedule A to this Agreement (the "**Equipment**").

3. CUSTOMER OBLIGATIONS.

3.1 Authorized End User Access to Services. Subject to the terms and conditions herein, Customer may permit any Authorized End User to access and use the features and functions of the Application Service. Customer will ensure that any such Authorized End User will be bound by a contractual, enforceable agreement, which agreement, will, by its terms, provide substantially the same or greater protections for Company's Confidential Information and the Application IP as are provided by the terms hereof.

3.2 Provision of Support to Authorized End Users. Company shall provide technical support in accordance with Schedule B.

3.3 Assistance to Company. Customer will, at its own expense, provide assistance to Company, including, but not limited to, by means of access to, and use of, Customer facilities and Customer equipment, as well as by means of assistance from Customer personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Company to perform its obligations hereunder, including, without limitation, any obligations with respect to support services performed pursuant to Section 3.

3.4 Data. Customer understands that Personal Information, including the Personal Information of Authorized End Users, will be treated in accordance with the Company's privacy policy located at telus.com/privacy (the "**Privacy Policy**"). Customer consents to the collection, use and disclosure by the Company and its agents of Customer's personal information (whether previously collected or to be collected) for the purposes identified in the Privacy Policy. The Privacy Policy may be updated from time-to-time. Customer will obtain any and all necessary consents as may be required for the collection, use and disclosure to the Company or any Company supplier of any personal information that may be collected in connection with the provision and/or use of the Services. Customer will permit representatives of the Company to review Customer's consent practices from time to time during the term of this Agreement to confirm such practices meet the requirements of this Agreement.

Certain Vehicle Data may implicate or otherwise relate to the Operator. Customer will: (i) make each Operator aware of how Customer will use the Application Services, and (ii) make sure that each Operator understands what Vehicle Data is being collected and how that Vehicle Data will be used or disclosed. Customer will obtain valid consent from each Operator prior to the use of the Application

Services that implicate or otherwise related to the Operator. Customer will ensure that this consent is sufficient for Company to create, access, collect, use, disclose, process, store and transmit Vehicle Data as contemplated by this Agreement.

3.5 Customer Content. Customer is responsible for the supply, quality, condition, and content of all data and information entered into or collected by or stored in the Application Services by anyone using the Customer's Credentials. Company acknowledges that Customer owns or otherwise has rights to all Customer Content that it provides or otherwise permits access to Company through the Application Service and Customer grants to Company a non-exclusive license during the Term of the Agreement to use such Customer Content solely in connection with the provision of the Application Service to Customer. Customer represents and warrants that it has sufficient rights to transmit or otherwise permit access to any such Customer Content to Company, including any data or information contained therein and that, to the extent Customer shares or otherwise permits Company or the Application Service to make use of any credentials to obtain such data or information, that such sharing of credentials shall not violate the rights of, or any contractual obligations with, any third party. Customer acknowledges that Company may, in its discretion, archive Customer Content that is two (2) or more years old such that this archived Customer Content is not readily accessible through the Application Service.

4. FEES AND EXPENSES; PAYMENTS.

4.1 Fees. In consideration for the rights granted to Customer and the performance of Company's obligations under this Agreement, Customer shall pay to Company, without offset or deduction, certain fees, in such amounts as may be determined by reference to Schedule A (the "**Fees**"). Unless otherwise provided in a Schedule, all such fees shall be due and payable within ten (10) calendar days after an invoice is issued by Company with respect thereto.

Pre-authorized debit agreement: Customer may authorize Company to take monthly pre-authorized debit payments by providing Customer's account information and financial institution on the Cover Page. Each monthly withdrawal will equal to the amount set forth in this Agreement, which amount may be increased by Company in accordance with this Agreement, provided Company provides Customer with ten (10) days' written notice prior to the due date of the modified payment. Customer consents to the pre-authorized debit payments and waives its right to any other confirmation before the first scheduled payment. Customer can revoke its consent to pre-authorized debit payments at any time by providing Company with ten (10) business days' prior notice. Customer consents to the disclosure of the information regarding the pre-authorized debit payments under this Agreement to the financial institution as required to give effect to this paragraph, and agrees that such financial institution may rely on this consent for purposes of initiating payments from Customer's account.

4.2 Taxes. Customer will be responsible for payment of any applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges (other than taxes based on Company's income), and any related penalties and interest for the grant of license rights hereunder, or the delivery of related services. Customer will make all required payments to Company in full without any set-off, counterclaim, deduction or withholding (including any deduction or withholding of taxes); provided, however, if Customer determines that tax deduction is required, Customer shall (i) withhold the appropriate amount from such payment, (ii) pay such amount to the relevant authorities in accordance with applicable law, and (iii) gross up the payment to Company so that the net payment, after such deduction or withholding, equals the amount that would have been paid under this Agreement as if no deduction or withholding was required. Customer shall provide Company within 30 calendar days of the tax payment or within such period required under applicable law with such evidence as may be required by the applicable taxing authorities to establish that such taxes have been paid.

4.3 Late Payments; Interest. The Customer shall pay a late payment charge of two percent (2.0%) per month (compounded to 26.82% per year), or the maximum rate permitted by applicable law, whichever is less, calculated from the billing date, on any amounts not received by Company by the due date shown on the invoice. Company may change the late payment charge at any time by giving at least 30 days' advance notice to the Customer.

5. TREATMENT OF CONFIDENTIAL INFORMATION.

5.1 Ownership of Confidential Information. The Parties acknowledge that during the performance of this Agreement, each Party will have access to certain of the other Party's Confidential Information or Confidential Information of third parties that the disclosing Party is required to maintain as confidential. Both Parties agree that all items of Confidential Information are proprietary to the disclosing Party or such third party, as applicable, and will remain the sole property of the disclosing Party or such third party.

5.2 Mutual Confidentiality Obligations. Each Party agrees as follows: (i) to use Confidential Information disclosed by the other Party only for the purposes described herein; (ii) that such Party will not reproduce Confidential Information disclosed by the other Party, and will hold in confidence and protect such Confidential Information from dissemination to, and use by, any third party; (iii) that neither Party will create any derivative work from Confidential Information disclosed to such Party by the other Party; (iv) to restrict access to the Confidential Information disclosed by the other Party to such of its personnel, agents, and/or consultants, if any, who have a need to have access and who have been advised of and have agreed in writing to treat such information in accordance with the terms of this Agreement; and (v) to return or destroy, pursuant to Section 9.4, all Confidential Information disclosed by the other Party that is in its possession upon termination or expiration of this Agreement. Notwithstanding the foregoing, Customer agrees that Company may collect aggregated statistical data regarding Customer's use of the Application Service and provide such aggregated statistical data to third parties. In no event shall Company provide to third parties specific data regarding Customer or Customer's Authorized End Users.

5.3 Confidentiality Exceptions. Notwithstanding the foregoing, the provisions of Sections 5.1 and 5.2 will not apply to Confidential Information that (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the recipient; (iii) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (iv) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the recipient; or (vi) is approved for release or disclosure by the disclosing Party without restriction. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (x) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law,

provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (y) to establish a Party's rights under this Agreement, including to make such court filings as it may be required to do.

5.4 Aggregated Statistics. Notwithstanding anything else in this Agreement or otherwise, Company may monitor Customer's use of the Application Service and use data and information related to such use, and Customer Content in an aggregate and anonymous manner, including to compile statistical and performance information related to the provision and operation of the Application Service ("**Aggregated Statistics**"). As between Company and Customer, all right, title and interest in the Aggregated Statistics and all intellectual property rights therein, belong to and are retained solely by Company. Customer acknowledges that Company will be compiling Aggregated Statistics based on Customer Content input into the Application Service and Customer agrees that Company may (a) make such Aggregated Statistics publicly available, and (b) use such information to the extent and in the manner required by applicable law or regulation and for purposes of data gathering, analysis, service enhancement and marketing, provided that such data and information does not identify Customer or its Confidential Information.

6. SERVICE LEVEL OBJECTIVES

6.1 [OPTION – IF APPLICABLE] Service Levels.: The Company will make commercially reasonable efforts to meet the Service Level Agreement as further defined and described in Schedule B or a Statement of Work. Failure to comply with such Service Level Agreement is not a breach or material default of any provision of this Agreement. If the Company fails to meet a Service Level as defined and described in Schedule B or a Statement of Work, the Customer will be entitled to credits as outlined in Schedule B or the Statement of Work, which shall be the Customer's sole recourse and exclusive remedy and Company's sole liability for any failure by Company to achieve the Service Level Agreement.

7. DISCLAIMERS, EXCLUSIONS AND LIMITATIONS OF LIABILITY.

7.1 Disclaimer. COMPANY DOES NOT GUARANTEE ERROR-FREE OR UNINTERRUPTED OPERATION OF THE APPLICATION SERVICES OR EQUIPMENT. EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE EQUIPMENT, THE APPLICATION IP, INCLUDING THE APPLICATION SERVICE, THE APPLICATION DOCUMENTATION, AND ALL SERVICES PERFORMED BY COMPANY ARE PROVIDED "AS IS," AND COMPANY AND ITS LICENSORS AND SUPPLIERS DISCLAIM ANY AND ALL OTHER PROMISES, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, QUIET ENJOYMENT, SYSTEM INTEGRATION AND/OR DATA ACCURACY.

7.2 Exclusions of Remedies; Limitation of Liability. EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, IN NO EVENT WILL COMPANY OR ITS LICENSORS AND SUPPLIERS BE LIABLE TO CUSTOMER FOR ANY LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, REGARDLESS OF THE NATURE OF THE CLAIM, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. THE CUMULATIVE LIABILITY OF COMPANY TO CUSTOMER FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, WILL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID TO COMPANY BY CUSTOMER UNDER SECTION 4.1 DURING THE TWELVE (12)-MONTH PERIOD PRIOR TO THE ACT, OMISSION OR EVENT GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

7.3 Essential Basis of the Agreement. Customer acknowledges and understands that the disclaimers, exclusions and limitations of liability set forth in this Section 7 form an essential basis of the agreement between the Parties, that the Parties have relied upon such disclaimers, exclusions and limitations of liability in negotiating the terms and conditions in this Agreement, and that absent such disclaimers, exclusions and limitations of liability, the terms and conditions of this Agreement would be substantially different.

8. INDEMNIFICATION.

8.1 Customer's Indemnity Obligations. Customer agrees to indemnify and hold harmless Company and its suppliers (the "**Company Indemnitees**") from any claim, as well as any charge, expense, damage, penalty and/or loss related to (i) the use of the Application Services made by or on behalf of Customer, its employees, its subcontractors or otherwise permitted by Customer, (ii) Customer Content, or Customer's breach of any of Customer's obligations, representations, warranties or covenants under this Agreement. Without limiting the generality of the foregoing, Customer shall indemnify and hold harmless the Company Indemnitees from any claim, damage or penalty arising from any bodily injury of a third party (including Customer's employees and subcontractors) that has used, installed or uninstalled the Application Services contrary to the Application Documentation or other guidelines identified, from time to time, by the Company or contrary to the laws, regulations or norms applicable regarding workers safety or otherwise.

9. TERM AND TERMINATION.

9.1 Term. This Agreement is effective when signed by both the Customer and the Company. The initial term for each Application Service is specified in the applicable Schedule or Statement of Work (the "**Initial Term**"). Unless otherwise specified in a Schedule or Statement of Work, this Agreement, as it applies to each Application Service, will automatically extend after the Initial Term from month to month on the same terms and conditions except that after the Initial Term, (a) either Company or Customer may terminate this Agreement as it applies to an Application Service by giving thirty (30) days' notice to the other, and (b) the Company may change the charges or any other terms and conditions of this Agreement applicable to that Application Service by giving 30 days' advance notice to the Customer. This Agreement, as it applies to each Application Service, remains in effect until the end of the Initial Term and any extension or renewal, unless terminated earlier (the Initial Term, together with any renewal terms, collectively,

the "Term").

9.2 Termination for Breach. The Company may, terminate this Agreement by giving notice to Customer if a) Customer is in material default of any provision of this Agreement and does not remedy that default within 30 days after receiving notice of the material default, or b) has a receiver or trustee in bankruptcy appointed for it or is the subject of bankruptcy, receivership, or liquidation proceedings that continue for 30 days, makes an assignment or takes other action for the benefit of its creditors, or is wound up or dissolved (any such event being a "**Material Adverse Event**"). Notwithstanding the foregoing, nothing in this Section 9.2 shall limit Company's rights to suspend Customer's access to the Application Service in accordance with Section 2.4 above.

9.3 Effect of Termination Upon any termination of this Agreement, Customer will (i) immediately discontinue all use of the Application Service, the Application Documentation, and any Company Confidential Information and (ii) both Parties will delete any of the other Party's Confidential Information from computer storage or any other media including, but not limited to, online and off-line libraries; (iii) return to the other Party or, at the other Party's option, destroy, all copies of the Application Documentation and any Confidential Information then in the other Party's possession; and (iv) promptly pay to Company any amounts due and payable to the other Party hereunder including all amounts payable to Company for the lease of Equipment to the end of the Term. Customer shall have the right for up to sixty (60) days following the termination of this Agreement to export Customer Content, only to the extent Customer is current on all payments owed to Company under this Agreement.

9.4 Survival. The provisions of Sections 2.3, 3.5, 5, 7, 8, 9.3, 9.4 and 10 will survive the termination of this Agreement.

10. MISCELLANEOUS.

10.1 Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and, except as specifically provided herein, supersedes and merges all prior oral and written agreements, discussions and understandings between the Parties with respect to the subject matter hereof, and neither of the Parties will be bound by any conditions, inducements or representations other than as expressly provided for herein.

10.2 Independent Contractors. In making and performing this Agreement, Customer and Company act and will act at all times as independent contractors, and, except as expressly set forth herein, nothing contained in this Agreement will be construed or implied to create an agency, partnership or employer and employee relationship between them. Except as expressly set forth herein, at no time will either Party make commitments or incur any charges or expenses for, or in the name of, the other Party.

10.3 Notices. All notices required by or relating to this Agreement shall be in writing and shall be sent by means of certified mail, postage prepaid, to the Parties to the Agreement and addressed, if to Customer, to the address set forth on the Cover Page, and if to Company, as follows:

If to Company:	Telus Communications (U.S.) Inc.
	PO Box 29098
	St. John's, NL A1A 5B5
	Canada

or addressed to such other address as that Party may have given by written notice in accordance with this provision. All notices required by or relating to this Agreement may also be communicated by email, provided that the sender receives and retains confirmation of successful transmittal to the recipient. Such notices shall be effective on the date indicated in such confirmation. In the event that either Party delivers any notice hereunder by means of email transmission in accordance with the preceding sentence, such Party will promptly thereafter send a duplicate of such notice in writing by means of certified mail, postage prepaid, to the receiving Party, addressed as set forth above or to such other address as the receiving Party may have previously substituted by written notice to the sender.

10.4 Amendments; Modifications. This Agreement may not be amended or modified except in a writing duly executed by authorized representatives of both Parties.

10.5 Assignment; Delegation. Neither Party shall assign any of its rights or delegate any of its duties under this Agreement without the express, prior written consent of the other Party, and, absent such consent, any attempted assignment or delegation will be null, void and of no effect. Notwithstanding the foregoing, Company may assign this Agreement, without consent, to an affiliate or otherwise in connection with a merger, sale, transfer or other disposition of all or substantially all of its stock or assets.

10.6 No Third Party Beneficiaries. The Parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the Parties, their successors and permitted assigns. Nothing herein, whether express or implied, will confer upon any person or entity, other than the Parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.

10.7 Severability. If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision will be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Agreement will not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable whatsoever.

10.8 Waiver. No waiver under this Agreement will be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver will constitute a waiver only with respect to the specific matter described therein and will in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder will not be deemed a waiver of that right.

10.9 Force Majeure. Except with respect to payment obligations hereunder, if a Party is prevented or delayed in performance of its obligations hereunder as a result of circumstances beyond such Party's reasonable control, including, by way of example, war, riot, fires, floods, epidemics, or failure of public utilities or public transportation systems, such failure or delay will not be deemed to constitute a material breach of this Agreement, but such obligation will remain in full force and effect, and will be performed or satisfied as soon as reasonably practicable after the termination of the relevant circumstances causing such failure or delay, provided that if such Party is prevented or delayed from performing for more than ninety (90) days, the other Party may terminate this Agreement upon thirty (30) days' written notice.

10.10 Reference. Company may issue a press release announcing Customer as a customer of the Application Service, subject to Customer's written approval. Company may list Customer as such at its corporate Website at www.skyhawktelematics.com. Company may create a white paper on Customer's use case subject to Customer's written approval.

10.11 Governing Law. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THEREOF OR TO THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS. FOR PURPOSES OF ALL CLAIMS BROUGHT UNDER THIS AGREEMENT, EACH OF THE PARTIES HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE BOROUGH OF MANHATTAN, NEW YORK.

10.12 U.S. Government End-Users. Each of the Application Documentation and the software components that constitute the Application Service is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Application Service and the Application Documentation with only those rights set forth therein.

10.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement.

10.14 Headings. The headings in this Agreement are inserted merely for the purpose of convenience and will not affect the meaning or interpretation of this Agreement.

[End of SaaS Terms]

SCHEDULE A

DESCRIPTION OF THE APPLICATION SERVICE, EQUIPMENT AND FEES

Description (Scope):

Telus Communications (US) Inc. is happy to provide our lowest Sourcewell prices with this contract. Customer agrees to remove existing Skyhawk sim card from all currently owned AK11 modems and install furnished Sourcewell contract sim cards. This process will require a mechanic to swap the sim, then contact the Telus (Skyhawk) support team to reprogram each modem just before the sim card is replaced. The over-the-air modem re-programing update is required so the modem will recognize and communicate through the newly replaced sim. **Failure to follow this process properly may result in having to send the modem to support for reprogramming.** CTM modems reaching end of life will be replaced by customer with furnished AK11 modem and SSI salt controller interpreter box see quote "CTM replacements.pdf"



CTM replacements.pdf

Invoices will not be prorated, and units will not be invoiced as they are moved to the Sourcewell sim cards. Each department's (Solid Waste or DPW) upgrade will be considered complete once their last modem has received the new sim and has checked into the ConnectAnywhere software.

Sourcewell purchase pricing and monthly fees by department:

DPW Monthlies.pdf

Solid Waste
Monthlies.pdf**Sourcewell hardware pricing future purchases:**Sourcewell
pricing.pdf

Contract Term: 3 years + mutually agreed upon automatic annual extensions.

Project kick off meeting to be held once contract is signed and sims/hardware are delivered.

Davenport
Equipment List 02092:

Equipment list included 90 units.

10 units to be removed from SkyHawk portal: T040,041,042,044,201,202,214,365,366,367

SCHEDULE B

TECHNICAL SUPPORT, SERVICE LEVEL AGREEMENT AND WARRANTY

TECHNICAL SUPPORT

1. Description of Services

1.1 Definitions – The following terms are defined for the purposes of this Schedule B only:

“Critical” means any performance, operational or quality issues with the Company Services which result in the inability to use any of the Company Services for an extended period.

“Error” or “Failure” means any errors, failures or other performance, compatibility, operational, or quality issues, which result in the Company’s software or Services not operating in accordance with the Agreement or the applicable documentation and/or specifications. An Error may have no appreciable impact on the operation or use of the Company Software or Services, or an Error may cause a “Minor Failure”, “Serious Failure”, or “Critical Failure”.

“Error Correction” means creating a permanent modification to the Company Software that enables the permanent resolution of an Error, implemented with an Update, Upgrade or Version. Error Corrections are implemented according to a Company testing, Company acceptance and Company implementation schedule.

“Help Desk” means Company’s telephone support line.

“Help Desk Services” means the telephone and service level management services provided by the Help Desk as described herein, but excludes training services.

“Minor” means any performance, compatibility, operational or quality issues that are not Critical Failures or Serious Failures. Minor Errors can be, for example, an Error that does not interrupt critical workflow, an Error that is cosmetic in nature, or any Error for which a workaround is available.

“Patch” means the temporary repair or replacement of object or executable code versions of the Company Software on its production server(s) that enables the temporary resolution of an Error.

“Serious” means any performance, compatibility, operational, or quality issues with the Company Services that cause disruption to normal workflow and for which Company cannot provide a workaround. Serious Failures can be intermittent server downtime, user accessibility issues, or inability to access a key system function.

“Update” means any new minor enhancement made to the Company Software issued by Company, which may also contain an Error Correction, and includes any update, patch installation, modification, renovation, refresh, enhancement, addition or substitution to the Company Software. Updates will be identified with a new update series number; for example 2.1.1 to 2.1.2.

“Upgrade” means any new major enhancement or grouping of enhancements, new functionality or revised or new modules made to the Company Software, issued by Company, and includes a collection of one or more Updates released as an Upgrade. Upgrades will be identified with a new Update series number; for example 2.1.2 to 2.2.0.

“Version” means any release of an Upgrade or collection of Upgrades to Company Software in respect of which Company uses a new version series number; for example, 2.2.0 to 3.0.0.

“Workaround” means a change in the procedures followed by Customer to avoid an Error without substantially impairing Customer’s access to or use of the Company Services.

2. Help Desk Services

2.1 The Help Desk Services set forth in this Section 2 (the “Help Desk Services”) are provided in the categories indicated, based upon the selection of such Company Services in a Purchase Order, and payment of the applicable Service Fees in accordance with the Agreement.

2.2 Company shall staff a telephone Help Desk to provide assistance regarding the function, operation, and use of the Company Software, the Services and the Products, including:

- a) Reporting of issues;
- b) Assistance with diagnosing and resolving issues,

c) Provision of Workarounds,

d) Assistance with technical questions concerning the operation, maintenance, and use of the Company Software (but not training).

e) In the event the Help Desk cannot resolve the issue, referring the call to Company through the opening of a support ticket.

2.3 The Help Desk is available Monday to Friday 8:30 am to 5:00 pm EST at the toll free number below or via email at support@skyhawk.co. After Hours - call the toll-free number below for Critical issues. Those calls will be dispatched to support personnel. Issues emailed to support after hours will be responded to on the next business day.

North America: 1-844-424-7759, extension #2.

3. Service Response

3.1 Company tracks Customer-reported issues and requests with support tickets. Each issue is assigned a support ticket with a unique identifier.

3.2 Company business days are 8:30 am to 5:00 pm EST, Monday to Friday, excluding Ontario statutory holidays.

3.3 For each support ticket for which Company identifies an Error as the cause, Company shall provide a Workaround or Patch and Error Correction in accordance with the guidelines in the chart below:

Error Severity	Acknowledgement	Response Time	Resolution
	Upon customer call to Help Desk or receipt of reply email from Company	Company shall respond within 1 business day	At the Company's discretion, it will provide a Workaround and/or Error Correction in the next Version, Upgrade or Update.
Serious	Upon customer call to Help Desk or receipt of reply email from Company	Company shall respond the same business day, or if outside Company business hours, on the next business day.	Company shall provide a Patch within 5 business days following response, if possible, and shall provide a permanent Error Correction in the next Version, Upgrade or Update, whichever comes first.
Critical	Upon customer call to Help Desk or receipt of reply email from Company	Company shall respond the same business day, or if outside Company business hours, will attempt to respond ASAP, but in all cases within 1 hour the next business day	Company shall provide a Patch as soon as possible and shall provide a permanent Error Correction in the next Version, Upgrade or Update, whichever comes first.

3.4 Company shall use commercially reasonable efforts to release Updates in a timely manner to keep the Company Software current with changes in operating systems, widely adopted Internet browsers, and other key computing platform elements on which, or in connection with which, the Company Software is used.

4. Exclusions

4.1 The Company Services provided hereunder shall not include:

training services;

migration of data to or from other fleet and asset tracking systems; or

custom development Services,

which additional services may be provided pursuant to separate Quotation.

4.2 Company shall not be obliged to perform, and may suspend performance of, the Company Services, in the following instances:

Customer has modified the installation environment of the Company Software, Products or Services without Company's consent;

End Customer is in material breach of the Agreement, including failure to pay;

End Customer's installation environment fails to meet the minimum requirements for the Company Software as set forth in the application specifications; or

End Customer refuse to provide the necessary information to duplicate and/or assess the severity of the Error.

SERVICE LEVEL AGREEMENT

5. This Service Level Agreement (the “SLA”) governs the use of all related network infrastructure products and services (collectively, the “Services”) offered by the Company necessary to provide the Application Services.

5.1 Company guarantees that the Company infrastructure will be available 99.9% of the time, measured monthly and excluding Maintenance, as defined below. Customer is eligible for a credit for Network Downtime for any breach of this guarantee, which can be verified by Company’s technical support team. “Network Downtime” means an inability to transmit and receive data caused by failure of network equipment supplied by Company, including managed switches, routers, and cabling and equipment customarily provided by data centres, but excluding (a) Maintenance, and (b) the failure of network equipment and infrastructure owned or operated by the Public Switched Telephone Networks, cellular providers and/or satellite providers.

5.2 Maintenance. “Maintenance” means Scheduled Maintenance or Emergency Maintenance. “Scheduled Maintenance” means any maintenance in the Company data centre of which Customer is notified at least 5 days in advance. “Emergency Maintenance” means any maintenance in the Company data centre that: (a) in Company’s sole discretion, is necessary to avoid an immediate threat to the Company’s data centre or the Customer’s server; and (b) of which Customer is notified as soon as the Company is able to do so, which, for clarity, may occur during or after the Company’s performance of the Emergency Maintenance.

5.3 Remedies. In the event Company fails to provide 99.9% availability as outlined herein, and provided Customer follows the procedures outlined herein, Company will apply a credit (“Credit”) to Customer’s account in an amount equal to five percent (5%) of the Net MRC for the affected account for each hour of Network Downtime or fraction thereof, to a maximum of 50% of the Net MRC for the month(s) in which the SLA is not met. “Net MRC” means the monthly recurring charge for the service, excluding cellular or satellite telecommunication fees, and any applicable lease fees, for the Customer assets impacted. The Credits described in this Section 5.3 will be Customer’s exclusive remedy, and Company’s entire liability, for any breach of any warranty of performance or service contained in this Section 5. In order to claim Credits, Customer must open a Company trouble ticket. All Network Downtimes will be measured from the time the ticket is received and validated by Company to the time Company, in its sole discretion, is able to resolve the issue. Customer must be a Company customer in good standing to receive the Credit. No Credit will be applied to accounts that are past due or canceled before the conditions for payment of the Credit are met. Upon cancellation of the Customer’s account, any outstanding or previously accrued Credits will be forfeited. Credits will be applied against purchases or renewals for which payment is due after the date the Credit is applied. Credits will not be applied against past due balances.

5.4 Exceptions. Customer shall not be entitled to any Credit hereunder if Network Downtime is caused by: (i) actions of the Customer or others authorized by Customer to use the Service under the Agreement; (ii) failure of applications or other software not provided by Company; (iii) Maintenance activity; (iv) a Denial of Service attack, hacker activity, or other malicious event or code targeted against Company or a Company customer; or (vi) failure of any network or Internet infrastructure not owned or managed by Company.

EQUIPMENT WARRANTY

6. Company’s sole obligation under the warranty described herein shall be to repair or replace non-conforming products, or to refund any rental or lease fees paid from the date of non-conformance to the Customer as applicable. The Company’s warranty obligations shall run solely to the Customer, and the Company shall have no obligation to customers of the Customer or other users of the products.

7. Company warrants that products leased, sold or resold will be free from defects in materials and workmanship for a period of one (1) year from the date of delivery. Company will have no warranty obligation with respect to products subjected to abuse, misuse, negligence, modification, tampering or accident. If any hardware component of any product fails to conform to the warranty in this Section, Company shall, at its option, refund the amount paid less any discounts, or repair or replace non-conforming products with conforming products or products having substantially identical form, fit and function.

8. Repair parts and replacement products may be reconditioned or new. Repaired or replacement products shall be subject to the warranty, if any remains, originally applicable to the product repaired or replaced. Customer must obtain from the Company a Return Material Authorization Number (“RMA”) prior to returning any products to the Company. Should the non-conforming product be received after expiry of its warranty period, the Company reserves the right, at its sole discretion, to offer repair or replacement at its prevailing rates.

9. Software and software-based services will be warrantied for the Term of the Agreement. If any software or firmware incorporated in any product fails to conform to the warranty set forth in this Section, Company shall provide a bug fix or software patch correcting such non-conformance within a reasonable period after Company receives from Customer (i) notice of such non-conformance, and (ii) sufficient information regarding such non-conformance to permit Company to create such bug fix or software patch.

10. The Company warrants the installation work performed by Company technicians or technicians sub-contracted by the Company will be (a) free of workmanship errors or defects; and (b) warrantied for one year after the installation date.

Return Material Authorization (RMA)

11. As a condition to the Company's obligations under the immediately preceding paragraphs, Customer shall return products to be examined to the Company's facilities, in shipping cartons which clearly display a valid RMA provided by the Company. A valid RMA number must be obtained prior to shipment to the Company and packaged adequately to prevent shipping damage to the product. Customer acknowledges that replacement products may be repaired, refurbished or tested and found to be complying. Customer agrees to retrieve, at its expense, any such products from their equipment, and Customer shall bear (a) the risk of loss for such return shipment; and (b) all shipping costs to return the product to the Company. The Company will assume responsibility for all costs associated with performing product warranty services upon receipt at Company's facilities, including return shipment to the Customer by land carrier. Customer will subsequently assume responsibility and cost to reinstall the returned products in Customer's equipment, as required.

12. Any products determined by the Company to be improperly returned may be refused upon delivery by the common carrier or shall be redelivered to the Customer FOB the Company's facilities. The Company will issue an invoice for, and the Customer shall pay, any return shipment costs charged to the Company.

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SCHEDULE C
PROFESSIONAL SERVICES ADDENDUM

This **PROFESSIONAL SERVICES ADDENDUM** (the “**Addendum**”) is an addendum to, and is hereby incorporated into, the **Software-as-a-Service Agreement** between Company and Customer, including the SaaS Terms and other schedules incorporated therein (collectively, the “**Agreement**”).

1. ADDITIONAL DEFINITIONS. Certain capitalized terms used in this Addendum, not otherwise defined above, shall have the meanings set forth or cross-referenced below. Capitalized terms used in this Addendum that are not otherwise defined in this Addendum have the meaning set forth in the Application Services Distribution Agreement.

1.1 “Addendum Effective Date” has the meaning set forth in Section 7.1.

1.2 “Professional Services” has the meaning set forth in Section 2.1.

1.3 “Work Statement” has the meaning set forth in Section 2.2.

2. PROFESSIONAL SERVICES

2.1 Professional Services. The Parties anticipate that Customer may desire to engage Company to perform certain services in connection with the access rights granted to Customer by Company under separate Addenda to this Agreement, including, by way of example, installation, configuration and/or customization of the Application Services or Customer’s or Customers computers or related systems. Subject to the terms and conditions set forth in this Addendum, Company shall use commercially reasonable efforts to perform the services as set forth in Work Statements (as defined below) separately executed by the Parties (the “**Professional Services**”). Company shall perform the Professional Services in a professional manner in accordance with industry standards.

2.2 Issuance of Work Statements. Customer may request that Company perform services by delivering a written request describing the proposed Professional Services. Company shall prepare a draft work statement as an exhibit to this Addendum (each, a “**Work Statement**”). Such Work Statement shall describe the fees, costs and expenses payable by Customer to Company in connection with the performance of such services. Customer, within five (5) business days after receipt of the proposed Work Statement, shall notify Company of its acceptance of such Work Statement. Until mutual acceptance in writing of the proposed Work Statement, Company shall have no obligation to perform the proposed Professional Services, provided that this Addendum shall remain in full force and effect in accordance with Section 7.1. Each Work Statement, regardless of whether it relates to the same subject matter as any previously executed Work Statement(s), shall become effective upon execution by authorized representatives of both Parties.

2.3 Modifications. Customer may at any time request a modification to the Professional Services to be performed pursuant to any particular Work Statement by written request to Company specifying the desired modifications. Company shall, within a reasonable time following receipt of such request, submit an estimate of the cost for such modifications and a revised estimate of the time for performance of the Professional Services pursuant to the Work Statement. If accepted in writing by Customer, such modifications in the Work Statement shall be performed under the terms of this Addendum. Modifications in any Work Statement shall become effective only when a written change request is executed by authorized representatives of both Parties.

3. PERSONNEL

3.1 Suitability. Company shall assign employees and subcontractors with qualifications suitable for the work described in the relevant Work Statement. Company may replace or change employees and subcontractors in its sole discretion with other suitably qualified employees or subcontractors.

3.2 Customer Responsibilities. Customer shall make available in a timely manner at no charge to Company all technical data, computer facilities, programs, files, documentation, test data, sample output, or other information and resources of Customer required by Company for the performance of the Professional Services. Customer shall be responsible for, and assumes the risk of, any problems resulting from, the content, accuracy, completeness and consistency of all such data, materials and information supplied by Customer. Customer shall provide, at no charge to Company, office space, services and equipment (such as copiers, fax machines and modems) as Company reasonably requires to perform the Professional Services.

3.3 Non-solicitation. Customer acknowledges and agrees that the employees and consultants of Company who perform the Professional Services are a valuable asset to Company and are difficult to replace. Accordingly, Customer agrees that, during the Term of the Agreement, and for a period of one (1) year after the termination or expiration of this Addendum, it shall not offer employment or engagement (whether as an employee, independent contractor or consultant) to any Company employee or consultant who performs any of the Professional Services. Customer agrees that for each individual that Customer hires or engages in violation of this Section 3.3, Customer shall pay to Company liquidated damages equal to fifty percent (50%) of the annual cumulative value of salary and benefits paid or payable to that individual by either Customer or Company, whichever amount is greater.

4. FEES AND PAYMENTS. In consideration of the Professional Services, Customer shall pay Company at Company’s then standard hourly rates provided to Customer as well as any other fees required by the applicable Work Statement. Company shall submit for approval by Customer a written Travel & Living expenses estimate for the initial Professional Services implementation and setup and for each Work Statement implemented pursuant to this Agreement. Customer will reimburse Company for (i) reasonable travel and living expenses incurred by Company’s employees and contractors for travel from Company’s offices in connection with the performance of the Professional Services; (ii) reasonable international telephone charges (if applicable); that are necessary to the performance of Professional Services under this Agreement; and (iii) any other expenses for which reimbursement is contemplated in the applicable Work Statement. Except as provided above, each Party will be responsible for its own expenses incurred in rendering performance under this Addendum and each applicable Work Statement. Unless otherwise contemplated in a particular Work

Statement, Company will issue invoices to Customer on a monthly basis for amounts due under this Addendum, and payment of such amounts shall be due within ten (10) days of the date of invoice.

5. PROPRIETARY RIGHTS. Unless otherwise expressly agreed in any particular Work Statement, ownership of all work product, developments, inventions, technology or materials provided under this Addendum shall be solely owned by Company, subject to the usage rights granted to Customer under the relevant Work Statement.

6. LIMITATION OF WARRANTIES AND LIABILITY. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES UNDER THIS ADDENDUM, AND CUSTOMER ACKNOWLEDGES THAT THIS ADDENDUM IS SUBJECT TO ALL DISCLAIMERS AND LIMITATIONS OR LIABILITY SET FORTH IN THE SAAS TERMS.

7. TERM; TERMINATION

7.1 Term. This Addendum shall commence on the date of execution by both Parties (the “**Addendum Effective Date**”) and shall remain in effect until the earlier to occur of (i) completion of all outstanding Work Statements hereunder; or (ii) termination in accordance with Section 7.2. Notwithstanding the foregoing, this Addendum shall remain in effect for a period of not less than one (1) year from the Addendum Effective Date unless earlier terminated in accordance with Section 7.2. Unless otherwise stated in the applicable Work Statement, the term of each Work Statement shall last until performance thereunder is completed.

7.2 Termination for Breach. Either Party may, at its option, terminate this Addendum in the event of a material breach by the other Party. Such termination may be effected only through a written notice to the breaching Party, specifically identifying the breach or breaches on which such notice of termination is based. The breaching Party will have a right to cure such breach or breaches within thirty (30) days of receipt of such notice, and this Addendum shall terminate in the event that such cure is not made within such thirty (30)-day period. Without limiting the foregoing, Company may immediately terminate this Addendum upon written notice in the event that Customer becomes insolvent or enters bankruptcy during the term of this Addendum.

7.3 Termination of Individual Work Statements. Either Party may, at its sole option and for its own convenience, terminate any or all Work Statements in effect upon fifteen (15) days' prior written notice. Upon such termination, the Parties shall inform each other of the extent to which performance has been completed through such date, and collect and deliver all work in process. In the event of termination, the Parties agree to wind up their work in a commercially reasonable manner and to preserve and deliver items of value created prior to termination. Company shall be paid for all work performed and expenses incurred through the date of termination.

7.4 Effect of Termination. In the event of termination or expiration of this Addendum, Customer shall promptly pay to Company all amounts due and outstanding.

7.5 Survival. The provisions of Sections 3.3, 4, 5, 6, 7.4 and 7.5 will survive the termination or expiration of this Addendum.