



GPS Insight, Inc
GPS Insight, Inc
7201 E Henkel Way
#400
Scottsdale AZ 85255

Renewal #97395

05/30/2024

Bill To

George Majors
Baldwin County, AL
15050 County Rd 49
Summerdale AL 36580

Ship To

George Majors
Baldwin County, AL
15050 County Rd 49
Summerdale AL 36580

Sales Rep

Daniel Flayton

Sales Rep Phone

866-477-4321 x8000

Sales Rep Email

daniel.flayton@gpsinsight.com

Recurring Payment Method

No Automatic Payment

Renewal Start Date

06/01/2024

Active Term and Billing Start Date

3 Years from the later of the listed Renewal Start Date or the 1st of the month following signature of this Renewal Estimate. Additional devices ordered on subsequent Estimates within the Subscription Term will be coterminous with the Subscription Term set forth herein. For orders that include tracking devices, Billing Start Date is 30 days after shipping. Otherwise Billing Start Date is 30 days after order processing.

3-Year Contract Renewal

Recurring Charges

Renewal Device Monitoring will be billed at the full rate for devices that are active at the start of the billing period. Monitoring charges for devices activated within a billing period will be prorated and added to the next period.

| Item | Quantity | Billing Frequency | Rate | Amount | Sales Tax | Line Total |
|--|----------|-------------------|---------|----------|-----------|------------|
| Device Monitoring: Vehicle Monthly Per Vehicle Monitoring | 5 | Monthly | \$24.95 | \$124.75 | \$0.00 | \$124.75 |
| Subtotal | | | | \$124.75 | \$0.00 | \$124.75 |

Billed Upon Signing

| | Amount | Sales Tax | Line Total |
|-----------|--------|-----------|------------|
| Total Due | \$0.00 | \$0.00 | \$0.00 |



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Master Services Agreement

Updated as of: April 1, 2024

This Master Services Agreement (this "Agreement") sets forth the terms and conditions to which the Customer agrees with respect to the acquisition and use of Fleet Solution and/or Field Solution (the "Solution"), associated Hardware, and any applicable Installation services, all as set forth on the applicable Estimate(s) to which this Agreement relates (the "Estimate(s)") and as set forth on the applicable Addendum(s) to which this Agreement relates (the "Addendum(s)"). Unless otherwise defined herein, all capitalized terms shall have the same meaning as prescribed in the applicable Estimate and Addendum.

BY ACCEPTING THIS AGREEMENT BY EXECUTING AN ESTIMATE, QUOTE, STATEMENT OF WORK, OR OTHERWISE ELECTRONICALLY INDICATING ACCEPTANCE, CUSTOMER AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ANY APPLICABLE ADDENDUMS, INCLUDING THE GPS INSIGHT PRIVACY POLICY. GPS INSIGHT MAY REVISE AND UPDATE THIS AGREEMENT, INCLUDING ANY ADDENDUM, FROM TIME TO TIME IN ITS SOLE DISCRETION EFFECTIVE UPON NOTICE TO CUSTOMER'S ACCOUNT. ALL CHANGES ARE EFFECTIVE IMMEDIATELY WHEN POSTED AND APPLY TO ALL ACCESS TO AND USE OF THE SOLUTION, DEVICES AND INSTALLATION SERVICES THEREAFTER.

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intend to be legally bound and do hereby agree as follows:

Term and Termination

Term. Unless otherwise set forth on the applicable Estimate, the Subscription Term for using the Solution is calculated on a per Device or subscription license ("License") basis commencing upon execution and delivery of the Estimate to which this Agreement relates (the "Effective Date") and ending upon expiration of the date set forth on the Estimate. Unless otherwise set forth on the Estimate, once a Device or License is Activated, the Solution will continue through the balance of the Subscription Term, unless earlier terminated in accordance with the terms hereof. For the purposes of this Agreement, a Device is "Activated" when it is configured to communicate and send data to the Fleet Solution; and is "Shipped" when GPS Insight ships the Device to the Customer (as evidenced by GPS Insight's shipping records); a License is "Activated" when Customer received access to the Solution.

Renewals. Upon expiration of the initial Subscription Term set forth on the applicable Estimate for the Solution ("Initial Subscription Term"), except as otherwise set forth on the applicable Estimate, the Subscription Term automatically renews for additional successive terms equal to the duration of the Initial Subscription Term (each a "Renewal Term"), and together with the Initial Subscription Term, the "Subscription Term") unless either party provides the other with written notice of termination at least 60 days before the end of the then-current Subscription Term, provided that no Renewal Term shall exceed 12 months. For the sake of clarity, if the Initial Subscription Term exceeds 12 months, each Renewal Term shall default to 12 month term renewals.

Termination for Cause. Either party may terminate this Agreement effective upon notice if the other party: (i) becomes insolvent; (ii) enters bankruptcy, reorganization, or other similar proceedings under applicable laws, whether voluntary or involuntary; (iii) admits in writing its inability to pay debts; or (iv) makes or attempts to make an assignment for the benefit of creditors.

Subscription Term Buyout. Customer may terminate the Subscription Term early without cause upon thirty (30) days prior written notice; provided that Customer pays all fees, including Solution Fees, that would have been owed through the remainder of the Subscription Term, which fees shall become due and payable in full on the effective date of termination.

Effect of Termination. Upon any termination of the Subscription Term, (i) Customer's right to access and use the terminated Solution shall terminate; and (ii) GPS Insight has no obligation to retain any data collected through Customer's use of the Solution.

Solution Access

Use Rights. Subject to the terms of this Agreement and the associated Addendum(s), GPS Insight grants Customer during the Subscription Term the non-transferable, non-exclusive, non-sublicensable right to access and use the Solution for information collected solely for Customer's own internal business operations.

Support; Training. During the Subscription Term, Customer will be entitled to access training, online user guides, knowledge bases and self-help tools, and any additional standard technical support resources (collectively, "Support and Training") offered by GPS Insight from time to time.



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User Accounts. Customer will be provided one Customer account, which will allow Customer's authorized users to see data collected from all Customer's Activated Devices. Customer will be provided unique user accounts to access the Customer account. Customer may designate and add user accounts pursuant to the applicable product tier purchased by Customer. Customer will be responsible for the confidentiality and use of its passwords and user accounts. GPS Insight will act as though any electronic communications it receives under Customer's passwords, user accounts, and/or account numbers have been sent by Customer. Customer agrees to immediately notify GPS Insight if Customer becomes aware of any loss or theft or unauthorized use of any of Customer's passwords, user accounts, and/or account numbers. Customer agrees not to access the Solution by any means other than through the interfaces that are provided by GPS Insight.

Transmission of Data. Customer understands that the technical processing and transmission of Customer Data (including data collected from the Devices) is necessary to Customer's use of the Solution, and hereby consents to GPS Insight's interception, processing and storage of such data. Customer acknowledges that GPS Insight may use and disclose Customer's data for purposes related to testing provision, and improvement, of the Fleet Solution and Devices, and may use and disclose de-identified Customer data ("Resultant Data") solely in aggregate or other de-identified form in connection with its business. For the avoidance of doubt, Resultant Data shall not contain any Personal Information (as defined below), or any information which could be used to identify Customer, and shall not be linked by GPS Insight with any other data such that it could be used to identify any individual or Customer. Customer understands that Customer or GPS Insight may be transmitting data over the Internet, and over various networks, only part of which may be owned and/or operated by GPS Insight. Customer agrees that GPS Insight is not responsible for any portions of data that are lost, altered, intercepted or stored without authorization during the transmission of data across networks not owned and/or operated by GPS Insight. To the extent Customer's data includes Personal Information (as defined herein), Customer represents and warrants that it has obtained the required consents and authorizations for GPS Insight to collect, use and disclose such Personal Information as contemplated by the parties in this Agreement. "Personal Information" means (i) personal data, personal information, personally identifiable information, or similar term as defined by applicable law; or (ii) if not defined by applicable law, any information from which, directly or indirectly, an individual may be identified.

Restrictions. The rights granted in this Agreement are subject to the following additional restrictions: (i) use of the Solution shall be limited to the Customer's authorized users and other limitations set forth in the applicable product tier purchased by Customer; (ii) Customer shall not license, sell, rent, lease, transfer, assign, distribute, host, outsource, disclose or otherwise commercially exploit or make the Solution or Hardware available to any third party, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud or other technology or service; (iii) Customer shall not modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Solution or Hardware, or any associated documentation, or access or use the Solution or Hardware in order to build a similar or competitive product or service; and (iv) Customer shall not bypass or breach any security device or protection used by the Solution or the Hardware, nor shall Customer intentionally damage, destroy, disrupt or otherwise impede or harm in any manner the Solution, Hardware or any systems used by GPS Insight.

Ownership. Customer acknowledge and agree that, as between Customer and GPS Insight, GPS Insight owns all right, title and interest in and to all intellectual property rights (including all derivatives or improvements thereof) in the Solution, Hardware, associated documentation and any suggestions, enhancement requests, feedback, recommendations or other information provided by Customer or any of Customer's authorized users relating to the Solution or Hardware, or other GPS Insight intellectual property. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants to Customer or any third party any intellectual property rights or other right, title, or interest in or to GPS Insight intellectual property. GPS Insight reserves all rights not expressly granted to Customer in this Agreement.

Customer Data. GPS Insight acknowledges that, as between GPS Insight and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to its data, information, and content provided by Customer and its authorized users through the use of the Solution ("Customer Data"). Customer hereby grants to GPS Insight a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for GPS Insight to provide the Solution to Customer.

Service Use Data. As between Customer and GPS Insight, Customer owns all right, title and interest in and to its Service Use Data. Customer hereby grants a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within data and information related to Customer's use of, and generated by, the Solution, including personal information, location, monitoring and recording activity, solution performance and error information, activity logs and date and time of use ("Service Use Data"). Customer understands and agrees that GPS Insight may collect and use Service Use Data for its own purposes, including without limitation to (i) operate, maintain, manage, and improve existing and create new products and services, (ii) test products and services, (iii) aggregate Service Use Data and combine it with that of other users, and (iv) use anonymized aggregated data for marketing, research or other business or commercial purposes. Service Use Data may be disclosed to third parties. It is Customer's responsibility to notify its authorized users of GPS Insight's collection and use of Service Use



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Data and GPS Insight's Privacy Policy and practices and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use and Customer represents and warrants to GPS Insight that it has complied and will continue to comply with this Section.

Hardware Delivery & Rented Devices

Shipment. GPS Insight will ship the Hardware using the shipping method set forth on the Estimate. Customer shall be solely responsible for all costs associated with transporting the Hardware to and from Customer's premises, including payment of all charges, taxes and other amounts related thereto and being responsible for any loss or damage to the Hardware that may occur during transport. Customer shall promptly fulfill any customs obligations arising hereunder at its sole cost and expense, including any payments required to release the Hardware from customs.

Delivery. The Hardware shall be deemed accepted by Customer, unless Customer notifies GPS Insight in writing of any order discrepancies or damaged Hardware no later than two (2) days after receipt. GPS Insight shall investigate any order discrepancies or damaged Hardware and take all appropriate remedial action.

Upgrades. Customer acknowledges that Hardware acquired as part of the upgrade program set forth on the Estimate may be a used and/or refurbished product. Refurbished Hardware is previously used, reconditioned and tested Hardware, which must pass GPS Insight's quality control standards.

Ownership. Except as otherwise set forth on the Estimate, each Device is a Rented Device, and shall at all times be and remain, the sole and exclusive property of GPS Insight and Customer shall have no right, title or interest therein or thereto, except as expressly set forth in the Estimate. In recognition of the foregoing, Customer's business records shall reflect that the Rented Devices are the sole and exclusive property of GPS Insight. Further, Customer shall keep the Rented Devices free and clear of all levies, liens and encumbrances. Customer shall be liable for any loss or damage to Rented Devices, however occurring, while in transit and under Customer's custody or control, including at all times during the Subscription Term. Customer shall promptly notify GPS Insight in writing of any damaged or missing Rented Devices, but in all cases within two (2) days of becoming aware of damaged or missing Rented Devices. GPS Insight shall notify the Customer of the cost to Customer for repair or replacement of such damaged or missing Rented Devices, and Customer shall compensate GPS Insight for any loss or damage to the Rented Devices, up to and including the full replacement value of the Rented Devices.

Hardware Warranties & Replacement

Warranty. Unless otherwise set forth on the Addendum, GPS Insight warrants that the Device will perform substantially in accordance with its documentation for one (1) year from when the Device is Shipped.

Warranty Claims. Customer shall contact GPS Insight Customer Support at 866.477.4321 to assist in troubleshooting if Customer believes that Hardware is not functioning properly. The GPS Insight Customer Care team will work with Customer in an effort to resolve the issue. If GPS Insight is unable to resolve the issue remotely, the Hardware may need to be replaced. The procedure for issuance of the GPS Insight RA# and for shipment of replacement parts depends on the warranty coverage status of the particular Hardware. GPS Insight shall promptly, in its reasonable discretion, determine whether warranty coverage applies.

Voided Warranty. Warranty coverage is VOID if GPS Insight determines, in its reasonable discretion, that Customer is in breach of this Agreement, or any applicable Addendum, or if the Hardware's failure is due to any of the following reasons: (i) physical damage caused by negligent/improper handling and treatment of the Hardware; (ii) damage caused by water or any other liquid; (iii) tampering with the Hardware or associated peripherals or the vehicle itself e.g. intentionally denying power to the Device; (iv) improper installation; (v) cutting or otherwise impairing the Device's connector harness; (vi) cutting or otherwise impairing the antenna and/or antenna cables; (vii) defects or damage caused by the use of non-GPS Insight branded or approved products, accessories or other peripheral equipment; (viii) the manufacture's or GPS Insight serial number has been removed or defaced; or (ix) any other circumstance that GPS Insight deems to constitute intent on the part of the Customer, vehicle driver or any other party to purposefully impair the functionality of the Hardware.

Replacement. GPS Insight will ship replacement Hardware, and/or peripherals, and will commercially reasonable efforts to ship such Hardware within 48 business hours of issuing the RA#. Replacement Hardware may be a refurbished product. Refurbished Hardware is previously used, reconditioned and tested Hardware, which must pass GPS Insight's quality control standards. For approved RA's GPS Insight will pay for 2-day air shipping of replacement Hardware and/or peripherals. If Customer wishes to expedite shipping from 2-day air to overnight delivery, Customer will need to provide consent to be billed for the expedited shipping charges. Replacement Hardware is covered under warranty for the greater of (i) the balance of the remaining warranty period of the original Hardware, or (ii) ninety (90)



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days from date of activation of the replacement Hardware. The scope of warranty coverage on the replacement Hardware will match the scope of warranty coverage of the original Hardware.

Return Shipping. All materials replaced under an approved GPS Insight RA# become the property of GPS Insight. If requested by GPS Insight, (i) Customer is required to return the defective Hardware to GPS Insight using pre-paid return shipping labels that will be sent to Customer along with the replacement Hardware, and (ii) the defective Hardware must be returned to GPS Insight within 60 calendar days after GPS Insight's issuance of the RA, and if the defective Hardware is not returned within 60 calendar days, Customer will be billed a Non-Return Fee at the then current rate. The shipping box used to return the Hardware must clearly be labeled "GPS Insight RA#XXXXXX" and the serial number of the defective Hardware must match the Hardware stipulated at the time the RA# was issued. If Customer returns the wrong Hardware, GPS Insight will return the Hardware to Customer at Customer's expense and the RA will remain open pending return of the correct Hardware, which Hardware shall be shipped at Customer's expense.

Device Recycling. Customers agree to recycle any Device in accordance with any GPS Insight recycling program communicated to Customer from time to time, or otherwise recycle or safely dispose of any Device that is no longer in use in accordance with any applicable associated documentation. In the event the Customer does not have an established recycling program in place, at Customer's request, GPS Insight shall provide the Customer with a shipping label to return the Device to GPS Insight or to the manufacturer for proper disposal.

Exclusive Remedy. The Warranty Claims and Replacement sections above are Customer's sole and exclusive remedy for any breach of the Hardware Warranty set forth above.

Fees and Payments

Charges. Customer will pay all applicable fees as set forth on the applicable Estimate without setoff or deduction and acknowledges that all fees are non-refundable. Customer hereby authorizes GPS Insight to collect payment via the payment method and upon the terms set forth on the Estimate for all items listed on the Estimate (including, without limit, the Activation fees, Solution fees, Rented Device fees, installation fees, and shipping fees) and any other amounts that come due under this Agreement, or its applicable Addendum(s), on the first day of the applicable recurring payment period, or as otherwise set forth in the applicable Estimate. Late payments shall be subject to a service charge of one and a half percent (1.5%) per month, or the maximum charge permitted by law, whichever is less. For credit card payment methods, such cards will be set to AutoPay for each recurring payment upon the applicable recurring payment period set forth on the Estimate.

Recurring Payments

- **Solution Fees.** The monthly per Device Solution fee and/or License fee ("Solution Fee") begins upon the Billing Start Date set forth on the Estimate.
- **Device Rental Fees.** The monthly rental fee for each rented Device (each a "Rented Device"), begins upon shipment of the Rented Device.

One-Time Payments

- **Device Activation Fee.** Except as otherwise set forth on the applicable Estimate, the Activation fee for the Device will be paid either (i) in advance, upon shipment of the Device, or (ii) if Customer provides a valid purchase order, upon the payment terms set forth on the invoice.
- **Hardware Purchase Fees.** Except as otherwise set forth on the applicable Estimate, the purchase price of Hardware listed on the Estimate will be paid either (i) in advance, upon shipment of such Hardware, or (ii) if Customer provides a valid purchase order, upon the payment terms set forth on the invoice.

Taxes. Customer shall pay all personal property, sales, use, value-added, withholding and similar taxes (other than taxes on GPS Insight's net income) arising from the transactions described in this Agreement. To the extent Customer is exempt from sales or other taxes, Customer agrees to provide GPS Insight, upon request, with the appropriate exemption certificate.

Price Increases. Except as otherwise set forth on the applicable Estimate, upon 60 days prior written notice, but no more than once annually, GPS Insight reserve the right to increase the Solution fees, and any other fees hereunder; this increase shall not be greater than 3% of the previous Subscription Term for the associated Solution Fee for a given product or service.

Suspension Right. GPS Insight reserves the right to disable access to the Solution when any payment is overdue or when GPS Insight believes that Customer is using the Hardware, Solution and/or any other services provided hereunder not in accordance with its documentation, GPS Insight's instructions, this Agreement and/or applicable laws and government regulations. If Customer's access to



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the Solution is suspended for failure to pay, upon payment in full of all amounts due (including any interest owed), Customer may request the reactivation of its Customer and user accounts.

Other Warranties

Disclaimer of Additional Warranties. EXCEPT FOR THE SPECIFIC WARRANTIES SET FORTH IN THIS AGREEMENT OR ANY APPLICABLE ADDENDUM(S), THE HARDWARE, SOLUTION, INSTALLATION, SUPPORT AND TRAINING, AND ALL OTHER SERVICES OR PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE WARRANTIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY GPS INSIGHT AND GPS INSIGHT EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. THIS INCLUDES, BUT IS NOT LIMITED TO, WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING BY USAGE OR TRADE, COURSE OF DEALINGS OR COURSE OF PERFORMANCE. ADDITIONALLY, TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE WARRANTY PERIOD. NO WARRANTY IS GIVEN THAT THE HARDWARE, SOLUTION, INSTALLATION, SUPPORT, TRAINING, OR OTHER SERVICES OR PRODUCTS, WILL BE ACCURATE, ERROR-FREE OR UNINTERRUPTED, OR THAT THE HARDWARE OR INSTALLATION WILL BE COMPATIBLE WITH ALL VEHICLES. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SOLUTION, INSTALLATION AND SUPPORT AND TRAINING ARE NOT SUBJECT TO ANY WARRANTIES UNDER THIS AGREEMENT.

Pilot Disclaimers. IN THE EVENT GPS INSIGHT OFFERS ANY SOLUTION OR HARDWARE ON A TRIAL, BETA, PILOT, OR LIMITED RELEASE BASIS AS SET FORTH ON THE APPLICABLE ESTIMATE, NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, SUCH SOLUTIONS AND HARDWARE ARE PROVIDED "AS IS" WITH NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND.

Limitation of Liability; Indemnification

Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES OF ANY TYPE OR KIND (INCLUDING LOST PROFITS, LOSS OF USE, COST OF COVER, LOST SAVINGS, LOSS OF GOODWILL, CURRENCY CONVERSION LOSSES, OR ANY OTHER NON-DIRECT, PECUNIARY, COMMERCIAL OR ECONOMIC LOSS OR DAMAGE OF ANY KIND) ARISING FROM BREACH OF CONTRACT, TORT, OR NEGLIGENCE, OR ANY OTHER LEGAL CAUSE OF ACTION ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION (I) DEVICES, THE SOLUTION, INSTALLATION SERVICES, SUPPORT AND TRAINING OR ANY OTHER SERVICES, (II) ANY INTERRUPTION OF USE OF THE DEVICES, THE SOLUTION, INSTALLATION SERVICES, SUPPORT AND TRAINING OR ANY OTHER SERVICES, OR (III) FOR LOSS, INACCURACY OR CORRUPTION OF DATA OR BUSINESS INFORMATION. THIS LIMITATION SHALL APPLY EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES WERE FORESEEABLE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. TO THE MAXIMUM EXTENT PERMITTED UNDER LAW, IN NO EVENT SHALL GPS INSIGHT'S AGGREGATE LIABILITY HEREUNDER, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AMOUNT THAT GPS INSIGHT RECEIVED UNDER THE APPLICABLE ESTIMATE GIVING RISE TO THE CLAIM IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENTS FIRST GIVING RISE TO A CLAIM.

Indemnification. Customer hereby indemnifies, fully releases and holds GPS Insight and its affiliates and each of their respective directors, officers, employees, agents, representatives, shareholders, licensors, service providers, distributors, contractors, sub-distributors, successors and assigns harmless from any and all claims, actions, suits, judgments, settlements, interest, awards, penalties, fines, proceedings, deficiencies, costs, losses, expenses, damages and liabilities, including reasonable attorney's fees and costs and costs of enforcing indemnification hereunder and the cost of pursuing any insurance providers, arising out of, related or incident to, connected with or resulting from: (i) Customer's breach of this Agreement, any applicable Addendum, or any third party terms incorporated herein; (ii) unauthorized or misuse of the Devices and/or Solution; (iii) negligence or more culpable act or omission (including recklessness or willful misconduct) by Customer, its users, or any third-party on behalf of Customer or its users, in connection with this Agreement; (iv) Customer Data, including any processing of Customer Data by or on behalf of GPS Insight in accordance with this Agreement, or any other materials or information provided by Customer or its users; (v) libel, slander, infringement of copyright, or invasion of privacy related to the Customer Data or any other material contained in, processed in, or sent using the Solution; or (vi) any surveillance that Customer may direct GPS Insight to undertake in connection with the services provided hereunder. Customer's indemnification hereunder does not limit any right or remedy that GPS Insight has or may have in the future at law, in equity, or under statute.



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General

Notice. Notices regarding this Agreement to GPS Insight shall be in writing and sent by first class mail or overnight courier (if from within the USA), or international courier, addressed to GPS Insight at the address provided on the Estimate. GPS Insight may give notice applicable to GPS Insight's general customer base by means of a general notice on the Solution, and notices specific to Customer by electronic mail to Customer's e-mail address on record with GPS Insight, or by written communication sent by first class mail or overnight courier (if to an address within the USA), or international courier, to Customer's address on record in GPS Insight's account information. All notices shall be deemed to have been given three days after mailing or posting (if sent by first class mail), upon delivery in the case of courier, or 12 hours after sending by confirmed facsimile, e-mail or posting to the Solution.

Export. Customer agrees that U.S. export control laws and other applicable export and import laws govern Customer's use of the Solution and the Hardware. Customer represents that Customer is not a citizen of an embargoed country or prohibited end user under applicable U.S. export and anti-terrorism laws, regulations and lists. Customer will not, and will not allow any third party to, use, export, release or re-export the Solution or Hardware, or any related documentation or technical data, in any manner that would violate applicable law, including but not limited to export control laws and regulations. Customer shall be solely responsible for any Claims incurred by GPS Insight as a result of Customer's breach of this provision.

Force Majeure. Except for Customer's obligation to pay, neither party will be responsible for failure of performance due to causes beyond its control. Such causes include (without limitation) accidents, acts of God, labor disputes, actions of any government agency, shortage of materials, espionage, civil unrest, acts of terrorism, or the stability or availability of the Internet or a portion thereof.

Governing Law; Jurisdiction. This Agreement shall be governed by the laws of the State of Arizona and controlling U.S. federal law, disregarding any choice of law provisions providing otherwise. The Uniform Computer Information Transactions Act, the United Nations Convention on the International Sale of Goods, and choice of law rules of any jurisdiction will not apply to this Agreement. Any legal action or proceeding relating to this Agreement shall be instituted in a state or federal court in Maricopa County, Arizona, and each party hereby submits to the personal jurisdiction of such courts and waives any defense relating to venue or forum non convenience.

Entire Agreement; Amendment. This Agreement, together with any applicable Estimate(s), Addendum(s), and Statement(s) of Work represents the parties' entire understanding relating to the subject matter hereof, and supersedes any prior or contemporaneous, conflicting or additional, communications. Each Estimate and Statement of Work is subject to the terms and conditions of this Agreement whether or not referenced on the Estimate or Statement of Work. Nothing contained in any Estimate, Statement of Work, purchase order, or other document submitted by Customer other than order dates, identity, location, quantity and price shall in any way serve to modify, remove, replace, supplement or add to the terms of this Agreement, the Addendum(s), Statement(s) of Work or the Estimate(s) and such terms are expressly rejected and will not be binding upon GPS Insight, unless the modified term of this Agreement is specifically referenced and mutually agreed upon in writing. Such modification shall be applicable exclusively to that Estimate or Statement of Work unless this Agreement is amended accordingly. THIS AGREEMENT MAY BE MODIFIED OR AMENDED BY GPS INSIGHT IN ITS SOLE AND ABSOLUTE DISCRETION AT ANY TIME. Changes will be effective immediately, provided GPS Insight will utilize good faith efforts to provide a minimum of thirty (30) days prior notice prior to any material change. Continued use of the Solution thereafter shall be deemed consent to and acceptance of this Agreement as revised.

Severability. If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

Relationship of Parties. No joint venture, partnership, employment, or agency relationship exists between Customer and GPS Insight as a result of this Agreement.

Assignment. Customer may not assign this Agreement without the prior written approval of GPS Insight. Any purported assignment in violation of this Section shall be void. GPS Insight reserves the right to provide some or all of the goods and services offered hereunder (including but not limited to Support and Training) from locations, and/or through use of third party providers, located worldwide.

Waiver. The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing.

Definitions. The following terms shall have the meaning as follows:

"Device(s)" means connected devices required to provide diagnostic and GPS tracking data or other various connected devices to the various Solutions as set forth on the applicable Estimate, including without limitation, Geotab Devices, Driver1 Devices, and Drive360 mobile video analytics devices.



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"Field Solution" means GPS Insight's developed, hosted and managed field service management solution.

"Fleet Solution" means the various GPS Insight's managed vehicle and asset tracking solutions, including without limitation, the Driver Service, ELD Complete, and Geotab Solution.

"Hardware" means the Devices, its antenna or harness and any other associated hardware.

Master Services Agreement Updates

| Date | Section | Section Updated |
|------------|-------------------------------------|---|
| 08/08/2023 | Disclaimer of Additional Warranties | EXCEPT FOR THE SPECIFIC WARRANTIES SET FORTH IN THIS AGREEMENT OR ANY APPLICABLE ADDENDUM(S), THE HARDWARE, SOLUTION, INSTALLATION, SUPPORT AND TRAINING, AND ALL OTHER SERVICES OR PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE WARRANTIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY GPS INSIGHT AND GPS INSIGHT EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF TITLE, NON-INFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING BY USAGE OR TRADE, COURSE OF DEALINGS OR COURSE OF PERFORMANCE. ADDITIONALLY, TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE WARRANTY PERIOD. NO WARRANTY IS GIVEN AS TO ACCURACY, ERROR-FREE OR UNINTERRUPTED SERVICE. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SOLUTION, INSTALLATION AND SUPPORT AND TRAINING ARE NOT SUBJECT TO ANY WARRANTIES UNDER THIS AGREEMENT. |
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Name Billie Jo Underwood
Title Chairman, Baldwin County Commission
Date June 18, 2024

Signature Billie Jo Underwood

