



## CONTRACT AMENDMENT

This Amendment #1 ("Amendment #1") for GPS Tracking Services Contract #20240088, including the GSA-Terms Contract Addendum ("the Contract") by and between the City and the Contractor, as defined below, shall be effective as of the date this Amendment #1 is fully executed.

<b>Contractor's Full Legal Name:</b>	Verizon Connect Fleet USA , LLC
<b>Solicitation No./Event ID:</b>	20240088
<b>Solicitation Title/Event Name:</b>	GPS Tracking Services
<b>Contract Award Date:</b>	July 9 <sup>th</sup> , 2024
<b>Initial Contract Term:</b>	March 27, 2024 through March 26, 2025
<b>Current Contract Expiration Date:</b>	March 26, 2025
<b>Requested Contract Expiration Date:</b>	September 20, 2027
<b>Initial Contract Amount:</b>	\$4,593.00
<b>New Contract Amount Total:</b>	\$4546.70/month
<b>Amendment No.:</b>	1
<b>Amendment Type:</b>	Renewal

WHEREAS, the Contract is in effect through the Current Contract Expiration Date, as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

**1. NEW SUBSCRIPTION AND COST TOTAL.**

The new total subscriptions and cost shall be \$4546.70 per month, as set forth below:

SUBSCRIPTION SERVICES:			
QUANTITY	DESCRIPTION	MONTHLY PER UNIT FEE	MONTHLY TOTALS
284	Vehicle Tracking Subscription	15.95 USD	4529.80 USD
2	Non Powered Asset Tracking Subscription	8.45 USD	16.90 USD

**2. CONTRACT RENEWAL:**

The parties agree to extend the Contract for an additional one-year period:

Beginning Date of Amendment # 1 T e r m : March 27, 2025

End Date of Amendment # 1 Term: September 20, 2027


The Contract shall expire on midnight of the End Date of Amendment #1 Term, unless the parties agree in a duly executed writing to extend it further.

- 3. CONTRACT ADDENDUM AMENDMENT.** The fifth "WHEREAS" clause of the Contract is hereby removed from the Contract. Based on the increased cost to the Contract with the additions in this Amendment #1, the City
- 5. SUCCESSORS AND ASSIGNS.** This Amendment #1 shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
- 6. ENTIRE AGREEMENT.** Except as expressly modified by this Amendment #1, the Contract, including any written amendments thereto, shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding, and enforceable obligations to the parties. This Amendment #1 and the Contract, including any written amendments thereto, collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

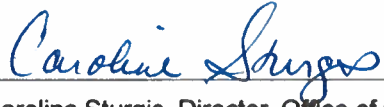
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IN WITNESS WHEREOF, the parties have caused this Amendment #1 to be duly executed by their authorized representatives.

**CONTRACTOR**

<b>Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)</b>	Verizon Connect Fleet USA LLC
<b>Authorized Signature:</b>	
<b>Printed Name and Title of Person Signing:</b>	Jason Aune Associate Director
<b>Date:</b>	Mar-25-2025
<b>Company Address:</b>	5055 North Point Pkwy Alpharetta, GA 30022

**CITY OF PORT ST. LUCIE**

<b>Authorized Signature:</b>	
<b>Printed Name and Title of Person Signing:</b>	Caroline Sturgis, Director, Office of Management & Budget, and Procurement
<b>Date:</b>	4/15/2025
<b>City Address:</b>	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984

# LEGAL SERVICES REQUEST FORM

Request # 25049-05

## Applicant's Info

<b>Name</b>	<b>Email</b>	<b>Phone Number</b>
India Barr	ibarr@cityofpsl.com	(772) 344-4055
<b>Urgency Level</b>		<b>CM Staff Name</b>
Routine Submission		
<b>Department</b>	<b>Division</b>	<b>Response Needed</b>
OMB	Procurement	3/31/2025
<b>Secondary Department</b>	<b>Secondary Division</b>	<b>Agenda Item</b>
Neighborhood Services	General	NO
<b>Project Name</b>	<b>Project #</b>	<b>Account Number</b>
GPS Tracking Services 20240088	20240088	
<b>Public Request</b>	<b>Type</b>	<b>Date of Request</b>
NO		2/18/2025 1:40:39 PM
		<b>User Created</b>
		India Barr

## Statement of Legal Services Needed

GPS Tracking Services

<b>Initial Meeting requested/needed</b>	<b>Number of page(s) attached</b>
NO	

## Assigned Attorneys and Staff

### Outside

<b>Counsel Name</b>	<b>Position</b>	<b>Primary</b>	<b>Outside Firm</b>
NO Alyssa Lunin	Deputy City Attorney	YES	
NO Ashley McClure	Paralegal	NO	

## Notes

<b>Public</b>	<b>Date</b>	<b>Note By</b>
YES	3/20/2025 7:32:39 PM	Alyssa Lunin
Hi India, amendment is approved for form and legal sufficiency with uploaded version. Can you please add a note in Munis for this contract that when it alerts to expiration, everyone is aware so we can take more time to review this? Please let me know if you have any questions or concerns. Thank you!		
YES	3/17/2025 5:01:16 PM	Alyssa Lunin
Pushing out due date a little to await direction on GSA useage.		
YES	2/18/2025 1:42:44 PM	Betty Bollinger
Good Afternoon, please upload documents for attorney to review. Thanks		

<b>Status</b>	<b>Category</b>	<b>Assigned Date</b>	<b>Date Closed</b>
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CLOSED

NO CATEGORY

2/18/2025

3/20/2025

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**GSA-TERMS CONTRACT ADDENDUM BETWEEN THE  
CITY OF PORT ST. LUCIE, FLORIDA  
AND  
VERIZON CONNECT FLEET USA LLC  
FOR  
GPS SERVICES**

THIS ADDENDUM is made and entered into as of the date last entered below by and between the **CITY OF PORT ST. LUCIE**, a Florida municipal corporation, whose mailing address is 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984 (“City”) and **VERIZON CONNECT FLEET USA LLC**, a corporation whose mailing address is 5055 North Point Pkwy Alpharetta GA. 30022 (“Contractor”). City and Contractor may be referred to herein individually as a “party” or collectively as the “parties.” This Addendum together with the GSA contract shall be collectively referred to as the “Agreement.”

**WITNESSETH**

**WHEREAS**, Contractor is licensed in the State of Florida; and

**WHEREAS**, the City wishes to contract with a contractor to provide GPS Services based on the terms and subject to the conditions of the Verizon Connect Fleet USA LLC’s GSA Contract # 47QTCA22D00DD and contained herein; and

**WHEREAS**, Contractor is qualified, willing, and able to provide the Scope of Services and products / services specified on the terms and conditions set forth herein, in accordance with the Verizon Connect Services Order Form, attached hereto and incorporated by reference; and

**WHEREAS**, the City desires to enter into this Addendum with Contractor to perform the Scope of Services and product / services specified and, with a commission amount to be paid as agreed upon herein

**WHEREAS**, the City is not relying on the GSA Schedule contained in the Verizon Connect Services Order Form for purposes of its own procurement, but only for the purposes of pricing and terms and conditions.

**NOW THEREFORE**, in consideration of the mutual covenants set forth in this Addendum, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following:

**Section 1.     Whereas.** The “whereas” clauses are hereby incorporated herein as forming the intent, purpose, and scope of this Addendum.

**Section 2.     Government Appropriation.** The parties acknowledge and agree that, if any purchases are made beyond City’s current fiscal year (on or after October 1<sup>st</sup>), such purchases

made under this Addendum are contingent upon an annual budget appropriation by the City Council.

**Section 3. Tax Exemption.** The City may be tax exempt and will share its tax-exempt certificate upon request.

**Section 4. Sovereign Immunity.** Nothing in this Addendum, or any attachments or references therein, shall be deemed or otherwise interpreted as waiving City's sovereign immunity protections existing under the laws of the State of Florida, or extending or increasing the limits of liability as set forth in section 768.28 Florida Statutes.

**Section 5. Notice.** Notice hereunder shall be provided in writing by certified mail return receipt requested, or customarily used overnight transmission with proof of delivery, to the parties at the addresses listed above.

A copy of any notice sent to Verizon Connect shall also be sent to the attention of the General Counsel of Verizon Connect at the following address: Verizon Connect Fleet USA LLC, One Verizon Way, Basking Ridge, NJ 07920.

**Section 6. Term.** The Agreement term will in accordance with the Verizon Connect Service Order Form, attached hereto.

**Section 7. Public Records.** Contractor understands that City is a public entity whose records are available and open to the public for review and inspection. Contractor agrees to comply with public records laws, specifically:

A. Keep and maintain public records required by the City to perform the service.

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (See <http://dos.myflorida.com/library-archives/records-management/general-records-schedules>).
2. During the term of the Addendum, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Addendum.
3. Solely to the extent required by the applicable public records law, records for the purpose of this Section 7 may include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Addendum include but are not limited to, supplier/sub engineer invoices and contracts, project

documents, meeting notes, emails, and all other documentation generated during this Addendum.

4. The Contractor agrees to make available to the City, during normal business hours, all books of account, reports and records relating to this Addendum.
  5. A Contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under section 119.10, Florida Statutes.
- B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.
- C. Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to City.
- D. To the extent required under applicable Florida public records law, upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY CLERK  
121 SW PORT ST. LUCIE BLVD.  
PORT ST. LUCIE, FL 34984  
(772) 871-5157  
[PRR@CITYOFPSL.COM](mailto:PRR@CITYOFPSL.COM)**

**Section 8. Scrutinized Vendors List.** By entering into this Agreement with the City, Contractor certifies that it and those related entities of Contractor, as defined by Florida law, are



not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and are not engaged in a boycott of Israel. The City may terminate this Agreement if Contractor or any of those related entities of Contractor, as defined by Florida law, are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria. Notwithstanding the preceding, the City reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of one million dollars or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, should the City determine that the conditions set forth in section 287.135(4), Florida Statutes, are met.

**Section 9. Law, Venue and Wavier of Jury Trial.** This Agreement is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce this Agreement, arising from this Agreement, or related to this Agreement, shall be in St. Lucie County, Florida.

The parties to this Agreement hereby freely, voluntarily, and expressly, waive their respective rights to trial by jury on any issues so triable after having the opportunity to consult with an attorney.

**Section 10. Insurance.** The Contractor shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverage and limits, including endorsements, as described herein. The requirements contained herein, as well as City's acceptance of insurance maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Agreement.

The parties agree and recognize that it is not the intent of the City that any insurance policy/coverage that it may obtain pursuant to any provision of this Agreement will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its sovereign immunity pursuant to section 768.28, Florida Statutes, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project and/or any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy or otherwise protect the interests of the City as specified in this Agreement.

injury and property damage covering all owned, non-owned, and hired automobiles. In the event Contractor does not own any automobiles, the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation shall be provided. Coverage shall apply on a primary and non-contributory basis.

Telecommunications, Media & Technology Errors & Omissions insurance including Cyber Liability Insurance: Contractor shall agree to maintain Telecommunications, Media & Technology Errors & Omissions insurance including Cyber Liability with limits of \$1,000,000 Per claim and aggregate for direct loss, legal liability, and consequential loss resulting from professional services provided under this Agreement including. Privacy & Security Liability, Security Breach Response / Customer Breach Notice Expense, Cyber Extortion and Electronic Media Liability.

Waiver of Subrogation: By entering into this Agreement, the Contractor agrees to a Waiver of Subrogation for each required policy. When required by the insurer or should a policy condition not permit an insured to enter into a pre-loss contract to waive subrogation without an endorsement, then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

Deductibles: All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Agreement.

It shall be the responsibility of the Contractor to ensure that all independent contractors and/or subcontractors obtain and maintain substantially the same insurance as required of Contractor with limits commensurate with the work or service to be provided. It will be the responsibility of the Contractor to obtain Certificates of Insurance from all independent contractors and subcontractors including the City as an Additional Insured

All insurance carriers must have an AM Best rating of at least A:VII or better.

A failure on the part of the Contractor to execute the Agreement and/or punctually deliver the required insurance, and other documentation may be cause for annulment of the award.

**Section 11. Audits.** Audit rights of the Customer shall be in accordance with the terms of the GSA contract.

**Section 12. E-Verify.** In accordance with section 448.095, Florida Statutes, the Contractor agrees to comply with the following:

Workers' Compensation Insurance & Employer's Liability: The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with section 440, Florida Statutes. Employers' Liability must include limits of \$100,000.00 each accident, \$100,000.00 disease-each/employee, \$500,000.00 disease-policy limit/. A Waiver of Subrogation endorsement shall be provided. Coverage shall apply on a primary basis. Should scope of work performed by Contractor qualify its employee(s) for benefits under Federal Workers' Compensation Statute (for example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

Commercial General Liability Insurance: The Contractor shall agree to maintain Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, , with limits as follows

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any fire
Medical expense	\$10,000 any 1 person

Additional Insured: A Blanket Additional Insured endorsement must be attached to the certificate of insurance under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary and non-contributory. A waiver of subrogation is to be provided in favor of the City. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and , Employers' Liability, Insurance, Certificates of Insurance and policies shall include the City of Port St. Lucie, a municipality of the State of Florida, its officers and its employees as Additional Insureds for Commercial General Liability, Auto Liability policies. Copies of the Blanket Additional Insured endorsements shall be attached to the Certificate of Insurance. Upon receipt of notice from its insurer(s) the Contractor shall provide the City with prior thirty (30) days written notice of cancellation of any required coverage. Formal written notice shall be sent to City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Procurement. In the event that the statutory liability of the City is amended during the term of the Agreement to exceed the above limits, Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage equal to the amended statutory limit of liability of the City. Copies of the Blanket Additional Insured endorsement shall be attached to the Certificate of Insurance.

Commercial Automobile Liability Insurance: Contractor shall agree to maintain Commercial Automobile Liability in an amount \$1,000,000.00 combined single limit each accident for bodily

1. Contractor must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor. Contractor must provide City with sufficient proof of compliance with this provision before beginning work under this Agreement.
2. If Contractor enters into a contract with a subcontractor, Contractor must require each and every subcontractor to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of each and every such affidavit(s) for the duration of this Agreement and any renewals thereafter.
3. The City shall terminate this Agreement if it has a good faith belief that a person or an entity with which it is contracting has knowingly violated section 448.09(1), Florida Statutes.
4. Contractor shall immediately terminate any contract with any subcontractor if Contractor has, or develops, a good faith belief that the subcontractor has violated section 448.09(1), Florida Statutes. If City has or develops a good faith belief that any subcontractor of Contractor knowingly violated section 448.09(1), Florida Statutes, or any provision of section 448.095, Florida Statutes, the City shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
5. The City shall terminate this Agreement for violation of any provision in this section. If the Agreement is terminated under this section, it is not a breach of contract and may not be considered as such. If the City terminates this Agreement under this section, the Contractor may not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. A contractor is liable for any additional costs incurred by the City as a result of the termination of a contract.
6. The City, Contractor, or any subcontractor may file a cause of action with a circuit or county court to challenge a termination under section 448.095(5)(c), Florida Statutes, no later than twenty (20) calendar days after the date on which the Agreement was terminated. The parties agree that such a cause of action shall be filed in St. Lucie County, Florida in accordance with the Venue provision herein.

**Section 13. Construction.** The title of the section and paragraph headings in this Agreement are for reference only and shall not govern, suggest, or affect the interpretation of any of the terms or provisions within each section or this Agreement as a whole. The use of the term “including” in this Agreement shall be construed as “including, without limitation.” Where specific examples are given to clarify a general statement, the specific language shall not be construed as limiting, modifying, restricting, or otherwise affecting the general statement. All singular words and terms shall also include the plural, and vice versa. Any gendered words or terms used shall include all genders. Where a rule, law, statute, or ordinance is referenced, it indicates the rule, law, statute, or ordinance in place at the time the Agreement is executed, as well as may be amended from time to time, where application of the amended version is permitted by law.

The parties have participated jointly in the negotiation and drafting of this Agreement and agree that both have been represented by counsel and/or had sufficient time to consult counsel, before entering into this Agreement. In the event an ambiguity, conflict, omission, or question of intent

or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and there shall be no presumption or burden of proof or persuasion based on which party drafted a provision of the Agreement.

**Section 14. Discriminatory, Convicted, and Antitrust Violator Vendor Lists.** Contractor certifies that neither it nor any of its affiliates, as defined in the statutes below, have been placed on the discriminatory vendor list under section 287.134, Florida Statutes; the convicted vendor list under section 287.133, Florida Statutes; or the antitrust violator vendor list under section 287.137, Florida Statutes. Absent certain conditions under these statutes, neither contractors nor their affiliates, as defined in the statutes, who have been placed on such lists may submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

**Section 15. Cooperation with Inspector General.** Pursuant to section 20.055, Florida Statutes, it is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. Contractor understands and will comply with this statute.

**Section 16. Non-Exclusivity.** Contractor acknowledges and agrees that this Agreement is non-exclusive.

**Section 17. Policy of Non-Discrimination.** The Contractor shall not discriminate against any person in its operations, activities, or delivery of services under this Agreement. The Contractor shall affirmatively comply with all applicable provisions of federal, state, and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

**Section 18. Indemnification.** Indemnification obligations shall be in accordance with the terms of Section 10 of the GSA contract.

**Section 19. Termination for Convenience.** The City, in its sole discretion, may terminate this Agreement at any time without cause, by providing at least sixty (60) days' prior written notice to Contractor. Any such termination shall be accomplished by delivery in writing of a notice to Contractor. Following termination without cause, the Contractor shall be entitled to compensation

upon submission of invoices and proper proof of claim, for services provided under the Agreement to the City up to the time of termination, pursuant to Florida law.

**Section 20. Conflict.** In the event of a conflict or inconsistency between this Agreement and the attachments to this Agreement, including the Verizon Connect Services Order Form, the GSA contract controls. Notwithstanding this section, the parties acknowledge the parties are subject to Florida's public records laws, the parties will comply these laws to the fullest, and Florida's Section 11 of the GSA contract shall not be read in conflict or inconsistent with these laws.

**Section 21. Merger.** This Addendum and the GSA contract sets forth the entire agreement between Contractor and City with respect to the subject matter of the agreement. This Addendum may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

**IN WITNESS WHEREOF**, the parties are duly authorized to bind their respective entities hereto and have accepted, made, and executed this Addendum upon the terms and conditions above stated on the day and year entered below.

CITY OF PORT ST. LUCIE,  
A Florida municipal corporation



Caroline Sturgis  
Director, Office of Management & Budget

Date: July 10, 2024

CONTRACTOR  
VERIZON CONNECT

Jason Aune

DocuSigned by:  


*Authorized Representative's Name*  
Authorized Representative

Date: Jul-09-2024

3055 NORTH POINT PKWY  
 Alpharetta, GA 30022-3074  
 Fax: (781) 577-4793

**SERVICES ORDER FORM****Customer Service: 1-844-617-1100****Customer Service:**[www.verizonconnect.com](http://www.verizonconnect.com)**GENERAL INFORMATION**

Order Date: March 26, 2024	Customer Reference Number: Neighborhood Services	VCF Salesperson Name: Rob Maksimow	Region: CA
Company Name: City of Port St. Lucie	Officer or Owner: Camille Wallace, Esq, Deputy Director		Telephone: 7723444115
Address (Mailing or Invoicing Address): 121 SW Port St Lucie Blvd		Officer/Owner Email Address: cwallace@cityofpsl.com	Cell Phone: 7722014290
City: PORT SAINT LUCIE	State: FL	Zip Code: 34984	Telephone: 772-344-4115
Please advise your VCF scheduler if there are multiple shipping or installation addresses		Accounts Payable Contact, if other than Officer/Owner:	Telephone:
		Email:	

**SUBSCRIPTION SERVICES:**

QUANTITY	DESCRIPTION	MONTHLY PER UNIT FEE	MONTHLY TOTALS
24	Vehicle Tracking Subscription	15.95 USD	382.80 USD

TOTAL Monthly AMOUNT	382.80 USD
<b>Agreement Length:</b> 12 Months from the Subscription Start Date. The billing and Service Term shall commence upon the earlier of (i) installation of any Equipment into a Vehicle, or (ii) ninety (90) days from the shipment of the Equipment.	<b>Excludes Applicable Taxes and Fees</b>

**ONE-TIME FEES (per Occurrence):**

QUANTITY	DESCRIPTION	AMOUNT	EXTENDED PRICE
	<b>Total One-Time Fees</b>		<b>0.00 USD</b>
	<b>COVERT INSTALLATION:</b> Unknown		<b>EXCLUDES APPLICABLE TAXES AND FEES</b>

**ORDER TERMS:**

Customer agrees that the purchase and/or licensing of the products and/or services set forth in this order is subject to the terms and conditions in the contract between Verizon Connect Fleet USA LLC (VCF) and GSA Schedule 47QTCA22D00DD that are in effect as of the date the order was received by VCF. The GSA Schedule terms and conditions are available at [https://www.gsaadvantage.gov/ref\\_text/47QTCA22D00DD/0Y078X.3TQK3L\\_47QTCA22D00DD\\_47QTCA22D00DD-3-3-2023-697104.PDF](https://www.gsaadvantage.gov/ref_text/47QTCA22D00DD/0Y078X.3TQK3L_47QTCA22D00DD_47QTCA22D00DD-3-3-2023-697104.PDF). If, in accordance with the terms of the GSA Contract, Customer and VCF have executed an additional separate written agreement ("Customer Addendum") with respect to the products and/or services set forth in this order, the terms and conditions set forth in the Customer Addendum shall also apply with respect to the products and/or services set forth in this order, if there are any discrepancies in the Addendum language and the GSA Schedule, the GSA Schedule Terms and Conditions shall supersede. All orders are subject to product availability. If an item is not in stock at the time you place your order, we will notify you immediately.

Unless otherwise specified, this Order Form is valid for 30 days after the Order Date. Please remit a signed copy of this Order Form to your VCF Salesperson within the validity period.

**INSTALLATION NOTES (not valid for changes to billing, payment or other contract terms):**

See VAIF attached

# LEGAL SERVICES REQUEST FORM

Request # 24142-12

## Applicant's Info

<b>Name</b>	<b>Email</b>	<b>Phone Number</b>
India Barr	ibarr@cityofpsl.com	(772) 344-4055
<b>Urgency Level</b>		<b>CM Staff Name</b>
Routine Submission		
<b>Department</b>	<b>Division</b>	<b>Response Needed</b>
OMB	Procurement	6/11/2024
<b>Secondary Department</b>	<b>Secondary Division</b>	<b>Agenda Item</b>
Neighborhood Services	General	NO
<b>Project Name</b>	<b>Project #</b>	<b>Account Number</b>
Verizon Connect GPS Services 20240088	20240088	
	<b>Public Request</b>	<b>Type</b>
	NO	Procurement Review
		<b>Date of Request</b>
		5/21/2024 4:16:01 PM
		<b>User Created</b>
		India Barr

## Statement of Legal Services Needed

Departments would like to partner with Verizon Connect for their GPS Services.

Initial Meeting requested/needed

Number of page(s) attached

NO

## Assigned Attorneys and Staff

### Outside

Counsel Name	Position	Primary	Outside Firm
NO Alyssa Lunin	Deputy City Attorney	YES	
NO Ashley McClure	Paralegal	NO	

## Notes

Public	Date	Note By
YES	7/1/2024 4:00:31 PM	Alyssa Lunin
Hi India, I just sent you an email with instructions, and uploaded the two documents I sent here, as well. Please let me know if you have any questions or concerns. Thank you!		
YES	6/17/2024 3:28:46 PM	Alyssa Lunin
Hi India, I just uploaded the City's response to Verizon's redlines. There is just one issue we cannot change, and there are two questions Ella had for insurance. Please let me know if you have any questions or concerns. I am going to close this out for now, but if we need to discuss further when Verizon responds, just let me know and I will reopen this. Thank you!		
YES	5/23/2024 4:34:25 PM	Alyssa Lunin
Okay, can you please see if the agreement is the right one? They put the number in their response, so I know that is correct, but I just want to make sure we have the correct agreement (and the whole thing) before I send it to the other departments.		



YES	5/23/2024 4:32:41 PM	India Barr
The number		
YES	5/23/2024 4:16:48 PM	Alyssa Lunin
Thank you, India! Did they confirm that contract I uploaded was correct, or just the number?		
YES	5/23/2024 3:57:44 PM	India Barr
yes that is the correct number		
YES	5/23/2024 2:53:02 PM	India Barr
ok		
YES	5/23/2024 1:49:53 PM	Alyssa Lunin
Hi India, yes, we cannot piggyback, but Verizon wants to use the terms of the GSA contract. I googled the number and I uploaded what just came up. Can you please ask Verizon if this is the GSA contract they are trying to use? I need to see the terms and conditions before sending this to Ella and Stephen so that I know what to tell them Verizon is requesting. Thank you!		
YES	5/22/2024 3:39:51 PM	India Barr
Alyssa I was advsied that we cannot piggyback off of a GSA contract , please reach out to Keith he was in conversations with the department.		
YES	5/22/2024 2:30:51 PM	Alyssa Lunin
This is the reference name: Verizon Connect Fleet USA LLC's GSA Contract # 47QTCA22D00DD		
YES	5/22/2024 2:30:07 PM	Alyssa Lunin
Hi India, do we have the GSA Contract that they want to use for terms?		
YES	5/21/2024 4:21:24 PM	India Barr
Alyssa this is a new intake for 24120-03 , the department has already signed an agreement with Verizon they did not go through OMB they went directly through Verizon , I have attached that agreement . The vendor also sent some edits to the contract we sent him , I have attached that as well. I have no knowledge of anything that has to do with this contract because the by passed OMB completely.If you have any additional questions Camille is the person that signed the contract and I think Keith Stewart was on a few calls with the department as well. until		

Status	Category	Assigned Date	Date Closed
CLOSED	NO CATEGORY	5/22/2024	6/17/2024



Verizon Connect Fleet USA LLC  
5055 North Point Pkwy  
Alpharetta, GA 30022

**Pricing Related to the Product or Service**

Verizon Connect Fleet USA GSA Contract 47QTCA22D00DD

The GSA Contract Officer determined the prices are fair and reasonable for contract 47QTCA22D00DD, which offers GSA eligible government agencies the following discounts:

- Discount ranging from 1.67%-100% off the standard commercial price list
- 3% for orders over \$500,000 for items notated on the price catalogue as recurring fees

These per unit pricing discounts reflect prices not typically offered to customers for fewer than 5000+ units.

Per federal regulations, the Contracting Officer must ensure a "fair and reasonable price" and can use multiple evaluation techniques such as comparing proposed prices received in response to the solicitation, historical prices, through market research or independent Government estimates. (48 C.F.R. 15.404-1(b))



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
06/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	<b>CONTACT NAME:</b> <b>PHONE (A/C. No. Ext):</b> (866) 283-7122 <b>FAX (A/C. No.):</b> (800) 363-0105 <b>E-MAIL ADDRESS:</b>														
<b>INSURED</b> Verizon Connect Fleet USA LLC One Verizon Way Basking Ridge NJ 07920-1097 USA	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: LM Insurance Corporation</td><td>33600</td></tr><tr><td>INSURER B: Liberty Insurance Corporation</td><td>42404</td></tr><tr><td>INSURER C: Liberty Mutual Fire Ins Co</td><td>23035</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: LM Insurance Corporation	33600	INSURER B: Liberty Insurance Corporation	42404	INSURER C: Liberty Mutual Fire Ins Co	23035	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

Holder Identifier :

COVERAGES      CERTIFICATE NUMBER: 570106750103      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <table><tr><td><input type="checkbox"/> CLAIMS-MADE</td><td><input checked="" type="checkbox"/> OCCUR</td></tr></table> GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	<input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/> OCCUR			TB2691550588144	06/30/2024	06/30/2025	<table><tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$10,000</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$2,000,000</td></tr><tr><td>PRODUCTS - COMPI/OP AGG</td><td>\$2,000,000</td></tr></table>	EACH OCCURRENCE	\$1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000	MED EXP (Any one person)	\$10,000	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$2,000,000	PRODUCTS - COMPI/OP AGG	\$2,000,000
<input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/> OCCUR																				
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GENERAL AGGREGATE	\$2,000,000																				
PRODUCTS - COMPI/OP AGG	\$2,000,000																				
C	AUTOMOBILE LIABILITY			AS2-691-550588-124 AOS	06/30/2024	06/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000														
C	<input checked="" type="checkbox"/> ANY AUTO			AS2-691-550588-134 NH - Primary	06/30/2024	06/30/2025	BODILY INJURY (Per person)														
C	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS		TL2-691-550588-184 NH - Excess	06/30/2024	06/30/2025	BODILY INJURY (Per accident)														
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)														
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE														
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE														
	DED	RETENTION																			
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y/N		WA569D550588094 AOS	06/30/2024	06/30/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER														
A	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> N	N/A	WC5691550588084 WI, MN	06/30/2024	06/30/2025	E L EACH ACCIDENT \$1,000,000 E L DISEASE-EA EMPLOYEE \$1,000,000 E L DISEASE-POLICY LIMIT \$1,000,000														

Certificate No : 570106750103

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Coverage.

## CERTIFICATE HOLDER

## CANCELLATION

Verizon Connect Fleet USA LLC One Verizon Way Basking Ridge NJ 07920-1097 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Northeast, Inc.</i>
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**GENERAL SERVICES ADMINISTRATION  
FEDERAL ACQUISITION SERVICE  
AUTHORIZED GSA SCHEDULE CATALOG/PRICE LIST**

Online access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through **GSA Advantage!®**, a menu-driven database system. The internet address for **GSA Advantage!®** is <http://www.gsaadvantage.gov>

**SCHEDULE TITLE:** Verizon Connect Fleet USA LLC GSA Schedule Contract  
FSC Group: 6610

**CONTRACT NUMBER:** 47QTCA22D00DD

**CONTRACT PERIOD:** September 21, 2022 – September 20, 2027

For more information on ordering from GSA Schedules click on the GSA Schedules link at <https://www.gsa.gov/buying-selling/purchasing-programs/gsa-schedule>

**CONTRACTOR:**



**Verizon Connect Fleet USA LLC**  
5055 North Point Pkwy  
Alpharetta, GA 30022  
(P): 800-906-9645  
[www.verizonconnect.com](http://www.verizonconnect.com)

Pricelist current through Modification 12, dated June 30, 2023.

Products and ordering information in this Authorized GSA Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! via the Internet at:  
[https://www.gsaadvantage.gov/advantage/ws/main/start\\_page?store=ADVANTAGE](https://www.gsaadvantage.gov/advantage/ws/main/start_page?store=ADVANTAGE)

**CONTRACTOR'S ADMINISTRATION SOURCE:**

Ellen Lord Toma – GSA Contracts Manager  
22001 Loudoun County Pkwy  
703-431-8352  
[Ellen.lord@verizon.com](mailto:Ellen.lord@verizon.com)

**BUSINESS SIZE:** Other than small

**Socioeconomic Indicators:** None

**CUSTOMER INFORMATION:****1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)**

<b>SIN</b>	<b>DESCRIPTION</b>
54151ECOM	Electronic Commerce and Subscription Services
33411	Purchasing of new electronic equipment
ANCILLARY	Ancillary Supplies and Services
OLM	Order Level Materials

**1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:**

(Government net price based on a unit of one)

<u>SIN</u>	<u>MODEL</u>	<u>PRICE</u>
54151ECOM	1100000750	\$3.98
33411	1400000007	\$0
ANCILLARY	1400000113	\$1.01

**1c. HOURLY RATES: (Services Only)**

To be completed by contractor on text file submission

N/A

**2. MAXIMUM ORDER\*: \$500,000.00 per order**

\*Ordering activities may request a price reduction at any time before placing an order, establishing a BPA, or in conjunction with the annual BPA review. However, the ordering activity shall seek a price reduction when the order or BPA exceeds the simplified acquisition threshold. Schedule contractors are not required to pass on to all schedule users a price reduction extended only to an individual ordering activity for a specific order or BPA.

**3. MINIMUM ORDER: \$100**

**4. GEOGRAPHIC COVERAGE:** FOB Origin to the 50 United States, District of Columbia and Puerto Rico for hardware and subscription services. Installation services to be provided CONUS only.

**5. POINT(S) OF PRODUCTION:**

Verizon Connect Fleet USA LLC

8620 Congdon Hill Dr.

Alburtis, PA 18011

(P): 216-389-4392

**6. DISCOUNT FROM LIST PRICES:**

GSA Net Prices are shown on the attached GSA Pricelist. Negotiated discount has been applied and the IFF has been added.

**7. QUANTITY DISCOUNT(S):** Not applicable**8. PROMPT PAYMENT TERMS:** 0%, Net 30 Days**9. FOREIGN ITEMS:** Please see Country of Origin information in attached pricing table.

- 10a. TIME OF DELIVERY:** Negotiated at task order delivery
- 10b. EXPEDITED DELIVERY:** Negotiated at task order delivery
- 10c. OVERNIGHT AND 2-DAY DELIVERY:** Overnight and 2-day delivery are available. Please contact Verizon Connect Fleet USA LLC for expedited delivery rates.
- 10d. URGENT REQUIREMENTS:** Please contact Verizon Connect Fleet USA LLC for expedited delivery information.
- 11. FOB POINT:** F.O.B. - Destination. Title and risk of loss will transfer to Customer upon receipt of the Devices by Customer or Customer's agent at the address designated on Customer's Accepted Order Form. Shipping is included in the cost of devices.
- 12a. ORDERING ADDRESS:**  
Verizon Connect Fleet USA LLC  
5055 North Point Pkwy  
Alpharetta, GA 30022  
(P): 800-906-9645
- 12b. ORDERING PROCEDURES:** For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPAs) are found in FAR 8.405-3.
- 13. PAYMENT ADDRESS:**  
Verizon Connect Fleet, Inc.  
P.O. Box 15043  
Albany, NY 12212-5043  
(P): 866-844-2235
- 14. WARRANTY PROVISION:**  
See Master Technology and Subscription Services Agreement attached
- 15. EXPORT PACKING CHARGES:** Not applicable
- 16. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE):** Not applicable
- 17. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE):**  
See Master Technology and Subscription Services Agreement attached
- 18a. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE):** Not applicable
- 18b. TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE):**  
See Master Technology and Subscription Services Agreement attached
- 19. LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE):** Not applicable
- 20. LIST OF PARTICIPATING DEALERS (IF APPLICABLE):** Not applicable
- 21. PREVENTIVE MAINTENANCE (IF APPLICABLE):** Not applicable

**22a. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants):** Not applicable

**22b. Section 508 Compliance for EIT:** Not applicable

**23. Unique Entity Identifier (UEI) number:** VEY9KDVMJGS7

**26. NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE:** Contractor has an Active Registration in the SAM database. CAGE CODE # 5HU31



## Verizon Connect Fleet USA LLC

Master Technology and Subscription Services Agreement  
Terms and Conditions

This Master Technology and Subscription Services Agreement (together with each applicable Services Order Form that references and incorporates the terms hereof, including any addenda or exhibit attached hereto or thereto, and any other document or agreements referenced herein or therein, collectively, the "Agreement") is entered into as of the date set forth in the order form (the "Effective Date") by and between Verizon Connect Fleet USA LLC LEGAL ENTITY NAME ("Verizon Connect") and an Ordering Activity (an entity entitled to order under GSA Schedule contracts as defined in GSA Order OGP 4800.21, as may be revised from time to time) ("Customer"). Each of Verizon Connect and Customer is herein referred to as a "party" and they are together referred to herein as the "parties."

## 1 DEFINITIONS

1.1 The following terms when capitalized in this Agreement shall have the following meaning:

1.2 **Affiliates:** any corporation or other legal entity that now or hereafter Controls, is Controlled by, or is under common Control with a party, where "Control" means actual management control or the direct or indirect ownership of sufficient voting securities to exercise ultimate decision making authority.

1.3 **Authorization Agreement:** the document under which Customer authorizes direct debit or credit card payments to be made to Verizon Connect.

1.4 **Embedded Hardware:** any Vehicle tracking unit equipment embedded in or installed by the original Vehicle manufacturer in a Customer Vehicle at the time of the Vehicle's acquisition. Embedded Hardware is not "Equipment" (defined below) but is equipment obtained by Customer directly from a third party and may be operated with the Services. Embedded Hardware is owned by Customer and Customer is responsible for its maintenance.

1.5 **Equipment:** any physical equipment, including Vehicle tracking units and VZC owned Equipment, provided by Verizon Connect as part of the Services, as described in a Services Order Form.

1.6 **Services:** the Verizon Connect subscription services and software applications specified on the Services Order Form, including any associated Software, Equipment and documentation.

1.7 **Services Order Form:** the document provided by Verizon Connect to Customer for placing orders for Services substantially in the form of the initial Services Order Form, attached hereto as Exhibit A, or as otherwise approved and provided to Customer by Verizon Connect from time to time.

1.8 **Service Term:** the term of each Subscription ordered by Customer under a Services Order Form, as set forth in the applicable Services Order Form, together with any renewal thereof.

1.9 **Software:** the online software applications provided by Verizon Connect as part of the Services, together with any other software provided in connection with the Services.

1.10 **Subscription:** an individual subscription to the Services, whether based on Vehicles, users, administrators or other measure set forth on the applicable Services Order Form. A "Subscription" may also be referred to as a "unit".

1.11 **Subscription Fees:** the subscription fees payable by Customer to Verizon Connect for the Subscriptions, as set out in a Services Order Form and/or Authorization Agreement.

1.12 **Vehicle:** a motor vehicle and/or stationary or movable equipment owned by or under the control of Customer.

## 2 ORDERS, PRICING, PAYMENT TERMS AND TAXES

2.1 Orders for Services under this Agreement shall be placed by the execution by Customer of a Services Order Form. The initial Services Order Form is attached hereto. Each and every order for Services and/or Equipment by the Customer under a Services Order Form shall be subject to the terms and conditions of this Agreement. This Agreement shall be deemed incorporated herein by reference to each Services Order Form.

2.2 [RESERVED]

2.3 The Subscription Fees and Service Term in respect of Customer's Subscription(s) for Services shall be as set out in the applicable Services Order Form.

2.4 Except as expressly set forth in a Services Order Form or elsewhere in the GSA Contract (including any addendum or other document attached hereto or thereto), the billing and Service Term shall commence upon the earlier of (i) installation of any Equipment into a Vehicle, or (ii) ninety (90) days from the shipment of the Equipment.

2.5 [RESERVED]

2.6 [RESERVED]

2.7 [RESERVED]

2.8 [RESERVED]

## 3 ACCESS AND USE OF SERVICES

3.1 Subject to the terms and conditions of this Agreement, Verizon Connect hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable, and limited license to (i) access and use the Services, including any VZC owned Equipment, as specified in the Services Order Form during the Service Term, solely for Customer's own internal business operations, consistent with any Verizon Connect policies and additional use limitations specified or referenced herein or in the applicable Services Order Form, and only in the country designated on the Services Order Form and/or other countries agreed to in writing by Verizon Connect, subject to network availability ("Permitted Territory"); and (ii) download, print, copy and use any documentation as reasonably necessary for its internal, in-house use related to the rights granted under subsection (i) of this Section 3.1.

3.2 [RESERVED]

3.3 The Customer shall not, except to the extent expressly permitted under this Agreement, attempt to copy, modify, adapt, duplicate, create derivative works from, republish, download, display, transmit, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form or distribute all or any portion of the Services, Software or Equipment, and/or associated documentation, in any form or media or by any means, or permit or assist any third party to do so.

3.4 Customer acknowledges and agrees that:

(a) although certain Services contain maps, routing instructions and driving directions, Verizon Connect assumes no responsibility for the accuracy of this information. Customer is responsible for checking directions for accuracy, confirming that the designated routes still exist, responding appropriately to construction and other road hazards and adhering to all traffic laws.

(b) the Equipment and the Services may contain certain third-party applications licensed to Verizon Connect. The right to access and use the Services granted hereunder shall be subject to any underlying license to Verizon Connect from a third party of any component of the Equipment or Services;

(c) Customer may be responsible for obtaining from third parties certain additional hardware or services which may be needed to operate the Services or any portion thereof. If the provider of any such third party hardware or service ceases to make the third party hardware or service available for interoperation with the corresponding Services or on reasonable terms, Verizon Connect may cease providing such Services or any

portion thereof without entitling the Customer to any refund, credit or other compensation. Verizon Connect will have no liability to the Customer whatsoever in this event; and

(d) Vehicles may need to be in full working condition and that Equipment will need to have an active connection to a satisfactory mobile network in order to accept certain commands and for certain Services to operate properly.

3.5 With respect to Embedded Hardware, Customer acknowledges and agrees that:

(a) the original Vehicle manufacturer may require Customer to accept additional terms of service and its privacy policy. Any such terms and conditions and privacy policy are between Customer and the original Vehicle manufacturer.

(b) in order to access, activate and use Embedded Hardware and the Services, Customer is required to first duly register with Verizon Connect and/or the original Vehicle manufacturer in accordance with the instructions provided by Verizon Connect and/or the original Vehicle manufacturer. Customer represents that all information it provides to Verizon Connect and/or the original Vehicle manufacturer will be complete and correct in all material respects. Customer acknowledges that (1) failure to comply with the instructions Verizon Connect and/or the original Vehicle manufacturer provides may prevent or impair Customer from receiving the Services and/or activating Embedded Hardware, and Verizon Connect shall not be liable for any loss or damage as a result thereof; and (2) Verizon Connect shall in no way be responsible for any instructions provided to Customer from the original Vehicle manufacturer.

(c) Verizon Connect may share Customer Data with the original Vehicle manufacturer in order to activate Embedded Hardware.

(d) Commencement of the Service Term and billing term for all Services ordered shall be at the earlier of (i) activation of the Embedded Hardware by the original Vehicle manufacturer, or (ii) 30 days from the execution of an applicable Services Order Form.

(e) Verizon Connect takes no responsibility for and gives no warranties, guarantees or representations with respect to Embedded Hardware and shall therefore not be responsible or liable for any loss or damage whatsoever in connection with Embedded Hardware. This limitation includes the failure of Services to function properly, unless such damage has been caused by the negligent act or omission of Verizon Connect. Customer shall be responsible for the maintenance of Embedded Hardware.

(f) the terms of Section 4 (Installation and Services), Section 5 (Proprietary and Intellectual Property Rights), Section 7 (Warranties) and Section 21.4 of the Agreement shall not apply to any Embedded Hardware.

## 4 INSTALLATION AND SERVICES

4.1 The provision of Services as contemplated herein requires the installation of certain Equipment, either purchased by Customer or provided and owned by Verizon Connect ("VZC owned Equipment") into Customer Vehicles. Services shall commence for each Subscription upon installation of the Equipment applicable to such Subscription and activation of the applicable Services.

4.2 All Equipment delivery times and dates will be approximate, but Verizon Connect and Customer shall use reasonable efforts to respect them. Verizon Connect shall not be liable for any loss or damage resulting from late delivery or installation.

4.3 The parties shall each make commercially reasonable efforts to schedule and complete the installation of Equipment (other than tracking units for Vehicles that do not have their own power sources, such as flatbeds, generators, pumps, dumpsters, containers, lifts and tanks ("Non-powered Asset Vehicle Tracking Units")) and any other Equipment that is only available for Self-install) within (14) days from the date the applicable Services Order Form is executed and duly accepted by Verizon Connect, unless otherwise agreed in writing by the parties. Non-powered Asset Vehicle Tracking Units are only available for Self-install (as defined below) and Customer acknowledges and understands that Verizon Connect will not be obligated in any way for the installation of such Equipment.

4.4 Other than Equipment which is only available as a Self-install, Verizon Connect, its employees or subcontractors shall normally carry-out the initial installation of Equipment. In the event that installation or de-installation is carried out by Customer, Customer's employees, agents, representatives or nominated subcontractors ("Self-install"), then Customer shall be responsible for compliance with all applicable laws related thereto. Verizon Connect shall not be liable for any loss or damage whatsoever in connection with the Self-install of Equipment, including without limitation, if Equipment or Services are not able to properly function, unless such damage has been caused by the negligent act or omission of Verizon Connect. For Self-installed Equipment, Customer shall be responsible for ensuring secure placement in or on the applicable Vehicle. Notwithstanding anything contained herein to the contrary, should Customer Self-install, the billing and Service Term shall commence ninety (90) days following the date of shipment of Equipment to Customer as evidenced by shipping carrier documented shipment date.

4.5 Should Customer not make reasonable efforts to make Vehicles available to Verizon Connect or Verizon Connect's agent for the initial installation of Equipment within (14) days from the date of the Services Order Form or as otherwise agreed to in writing by Verizon Connect (the "Final Installation Date"), then Verizon Connect's obligation to complete the initial installation of such Equipment at no additional charge shall expire. Any installation services provided by Verizon Connect after the Final Installation Date, including any de-installation and/or re-installation of Equipment, shall be subject to an installation fee at Verizon Connect's then-current installation rates.

4.6 Making changes to a scheduled installation, service or repair appointment must be completed at least 24 hours prior to the scheduled appointment. Changes made sooner than 24 hours are considered a termination of the appointment for the Customer's convenience and may incur termination charges to cover the cost incurred from Verizon Connect's 3rd party vendor, to the extent permitted under applicable law. Verizon Connect's inability to install such Equipment in Vehicles due to unavailability of Customer, relevant Vehicles and/or delivered Equipment shall not relieve Customer of its duty to pay any relevant fees pertaining to such Vehicle(s).

4.7 Verizon Connect will provide standard on-line training, upgrades in Software and mapping (upon availability) and technical support as part of the Services at no additional cost to Customer and in accordance with its policies in force from time to time.

4.8 Customer may from time to time order additional implementation, training, consulting and/or installation services, at Verizon Connect's professional service rates then in effect in accordance with the GSA Schedule Pricelist ("Consulting Services") plus reasonable travel and living expenses incurred in connection with such Consulting Services in accordance with the Federal Travel Regulation (FTR)/Joint Travel Regulations (JTR),

## Verizon Connect Fleet USA LLC

as applicable. Orders for Consulting Services shall be evidenced by a written statement of work or similar document executed by the parties setting forth the scope of work and agreed upon fees.

49 Customer acknowledges and agrees that it shall be responsible for ongoing inspections of Equipment for wear and tear and potential degradation. Customer will, at its sole expense and at all times during the Service Term, maintain and preserve VZC owned Equipment in good operating order, repair, condition and appearance, with ordinary wear and tear excepted.

#### 5 PROPRIETARY AND INTELLECTUAL PROPERTY RIGHTS

51 Customer shall normally purchase Equipment required for the provision of Services and title in such Equipment, including any camera associated with Verizon Connect's Integrated Video service, shall transfer to Customer in accordance with Section 21.4. Title in any Equipment owned by Verizon Connect, as accurately reflected in its records, shall at all times remain with Verizon Connect. Customer grants to Verizon Connect the right, to the extent permitted by applicable state and Federal law, to enter Customer's premises or property for the limited purpose of repossessing any VZC owned Equipment in case of payment default or other breach of this Agreement by Customer.

52 Except as expressly set forth in this Agreement, all rights, title (other than Equipment purchased by Customer), and interest in and to the Equipment, Services and, upon its creation at private expense, all other proprietary rights therein, shall at all times remain with Verizon Connect and/or its suppliers. Except as expressly stated herein, this Agreement does not grant Customer any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights, title, interest or licenses in respect of the Services, including the Equipment that are or were created at private expense. Customer will not delete or alter the copyright, trademark, and other proprietary rights notices of Verizon Connect or its licensors appearing on the Equipment or Services.

#### 6 AVAILABILITY OF SERVICES

61 Other than as expressly set forth herein, Verizon Connect does not warrant any connection, communication, transmission, security or results from the use of any information provided (or omitted to be provided) in connection with the Services. Availability of, or accuracy of information provided by the Services may become disrupted or degraded from time to time as a result of events such as, but not limited to: disruption to satellite system operation, unavailability of wireless data carrier services or signals, disruptions to the Internet or Verizon Connect's server(s), computer failures and viruses, and hardware failures. Verizon Connect shall use commercially reasonable efforts to minimize the effects of any such disruption or degradation to the Customer, but shall not be liable to the Customer for any loss or damage, whether resulting directly or indirectly from the unavailability of any of the Services, degradation of the accuracy of the information or the failure of the Products. Customer acknowledges that certain Equipment works with existing networks (including but not limited to GPRS and Edge Networks) only, and that if a carrier retires those networks, Equipment will no longer operate. In such cases, Verizon Connect shall have no obligation or liability. Verizon Connect accepts no responsibility whatsoever for any Customer Data (defined below) lost as a result of any failure of the Equipment or disruption to or degradation of any of the Services. Verizon Connect's total liability to the Customer for any disruption or degradation of the Services shall not exceed the fees received by Verizon Connect from the Customer of the Services related to the actual number of days during which any such disruption or degradation transpires.

62 Neither Verizon Connect nor its wireless network partners make any warranties with respect to the performance of any wireless network, and except as expressly set forth herein, the Services. To the extent Verizon Connect provides access to information provided by other sources, Verizon Connect accepts no liability for and makes no warranties, express or implied, with respect to the content thereof. Customer has not relied on and will not make claim that it is entitled to the benefit of any representations, promises, description of services or other statement not specifically set forth in this Agreement.

63 Verizon Connect may decline to ship Equipment and may temporarily suspend one or more Services (or any part thereof) if: (a) [Reserved]; or (b) Verizon Connect determines that suspension is necessary to: (i) prevent or mitigate fraud, (ii) protect persons, property or the integrity or normal operation of Verizon Connect, (iii) comply with law or regulation, or (iv) undertake emergency maintenance work. Verizon Connect will give Customer reasonable notice of the temporary suspension where practicable, save in relation to suspension pursuant to sub-clause (a) above, where no additional notice is required beyond as set forth in Section 2. If Verizon Connect exercises its right to suspend a Service, it will resume the Service as soon as practicable after the reason for suspension no longer exists (subject to the exercise of any termination right on the part of Verizon Connect).

#### 7 WARRANTIES

71 Equipment. (a) Subject to the limitations contained herein, Verizon Connect warrants that, for the applicable Service Term (the "Warranty Period"), the Equipment will be free from defects in materials and workmanship and will substantially conform to the specifications for such Equipment. If the Equipment is defective within the Warranty Period, Verizon Connect will repair or replace them within a reasonable period using components or replacements that are new, or equivalent to new in accordance with industry standards and practice. Customer will provide Verizon Connect or its designated representatives reasonable access to Vehicles to effect such repairs or replacements. (b) Battery-Powered Asset-Tracking Equipment. Customer acknowledges and agrees that (i) Customer shall be solely responsible for replacing and installing any depleted batteries required to operate the battery-powered asset-tracking Equipment ordered by Customer under the Agreement and that Verizon Connect's warranty obligations set forth in Section 7.1(a) above shall not apply to any such depleted batteries for any reason; (ii) Customer is solely responsible for keeping track of the remaining expected life of such batteries, and ordering replacement batteries from Verizon Connect in a timely manner to ensure uninterrupted receipt of the applicable Verizon Connect Services; and (iii) Verizon Connect shall not be liable for any loss or damage whatsoever in connection with the Self-install of such batteries, including without limitation if Equipment or Services should be unable to function properly, unless such damage has been caused by the negligent act or omission of Verizon Connect. Verizon Connect shall not be liable to Customer for any loss or damage whether resulting directly or indirectly from the unavailability of any of the Services, degradation of the accuracy of the information, or the failure of Equipment as a result of any depleted batteries. Subject to the limitations contained in this section, for the avoidance of doubt Verizon Connect warrants that for the duration of the applicable Service Term, battery-powered asset-tracking Equipment, including the related batteries, will be free from defects in materials and workmanship and will substantially conform to the specifications of such Equipment.

72 The above remedy shall be the Customer's sole and exclusive remedy and shall be in lieu of any other remedy available to the Customer at law or in equity in respect of any defective Equipment. Under no circumstances shall Verizon Connect be liable to Customer or any third party for loss of use of any Vehicle when the Equipment is being repaired or replaced or for any indirect or consequential loss. The warranty under clause 7.1(a) shall be void of and of no effect, and Verizon Connect's obligation to repair or replace defective Equipment shall not apply to, and Customer may incur additional charges for defects resulting from: (i) damage caused by incorrect installation, use, modification or repair by any unauthorized third party or by the Customer or its representative, (ii) misuse or abuse to any element of the Equipment system or component thereof, (iii) damage caused by any party or other external force, or (iv) damage caused by the connection of the Equipment to any third-party products or software provided by the Customer.

73 Verizon Connect:

(a) does not warrant that the Customer's use of the Services will be uninterrupted or error-free, nor that the Services and/or the information obtained by the Customer through the Services will be accurate or meet the Customer's requirements;

(b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities; and

(c) makes no warranties with respect to the content of any third party information which it makes available to the Customer in the course of providing the Services; and

74 Disclaimer. WITH THE EXCEPTION OF THE REPRESENTATION IN THE FOREGOING PARAGRAPHS, VERIZON CONNECT MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WITH RESPECT TO THE SUBJECT MATTER HEREOF AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING, FOR EXAMPLE AND WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. THIS AGREEMENT DOES NOT LIMIT OR DISCLAIM ANY OF THE WARRANTIES SPECIFIED IN THE GSA SCHEDULE 70 CONTRACT UNDER FAR 52.212-4(O). IN THE EVENT OF A BREACH OF WARRANTY, THE U.S. GOVERNMENT RESERVES ALL RIGHTS AND REMEDIES UNDER THE CONTRACT, THE FEDERAL ACQUISITION REGULATIONS, AND THE CONTRACT DISPUTES ACT, 41 U.S.C. 7101-7109.

#### 8 CUSTOMER OBLIGATIONS

81 Customer shall provide Verizon Connect with (i) all necessary co-operation in relation to this Agreement, (ii) all necessary and timely access to its premises and Vehicles to enable Verizon Connect to comply with its obligations in relation to the installation of the Equipment, and (iii) all necessary access to such information as may be required by Verizon Connect in order to render the Services.

82 Customer shall ensure that (i) only authorized users access the Services, (ii) usernames and passwords are protected from unauthorized use, (iii) it immediately notifies Verizon Connect in respect of any suspected or actual breach of security, and (iv) its network and systems comply with the relevant specifications provided by Verizon Connect from time to time.

83 Customer confirms that it shall provide notice to and receive consents from all its employees, contractors, agents and other authorized users of the Equipment and Services of: (a) the nature of the Services, including the collection of Vehicle Information (defined below), as well as any Video Content (as defined below) and the anticipated use of any such information and content, which may include his or her personal data by the Customer and by Verizon Connect in connection thereto (b) Verizon Connect's collection, use and disclosure of such information and content as set out in this Agreement

84 In addition to the foregoing, the Customer acknowledges and agrees that it is solely responsible for accessing and using the Equipment and Services in compliance with the terms of this Agreement and any applicable law or regulation, including without limitation, local law provisions regarding remote employee monitoring, automated processing of personal information, and the recording, storage and use of Video Content.

#### 9 DATA SECURITY AND POLICY

91 Customer is responsible for all use of the Services made using any usernames and passwords registered by or allocated to it, whether or not the use is made by Customer or someone else using its username and password. Customer is responsible for protecting and securing its username and password from unauthorized use.

92 Certain Equipment and Services are designed to collect certain data and information from Customer's Vehicles, including, without limitation, data regarding the location of the Vehicles, geolocation and tracking data, rate of travel, ignition on/off, idle time, number of stops and other similar information, and Vehicle Identification Numbers, (collectively, "Vehicle Information"). The collection, amalgamation, manipulation or recording of Vehicle Information may give rise to intellectual property rights including database rights, copyrights, rights in know-how and confidential information, design rights and other similar rights anywhere in the world ("Vehicle IP"). Customer acknowledges and agrees that as between Customer and Verizon Connect, Verizon Connect owns all Vehicle Information and Vehicle IP, including all rights in and to such Vehicle Information and Vehicle IP, and Customer hereby assigns for good and valuable consideration (the receipt of which is hereby acknowledged by Customer) any rights it may have in any current and future Vehicle Information and Vehicle IP. Customer has the right to use any Vehicle information and Vehicle IP provided to Customer as part of the Verizon Connect Service for its own internal business purposes. "Vehicle Information" shall not include any content recorded by cameras associated with Verizon Connect's Integrated Video service ("Video Content"), which shall be owned by Customer, including all rights in and to such Video Content.

Without limiting the generality of the foregoing, Customer acknowledges and agrees that Verizon Connect may review, analyze, manipulate, copy and modify the Vehicle Information and Video Content. Verizon Connect may also distribute reports, analysis and data based upon the Vehicle Information and Video Content, provided, however, that Verizon Connect agrees that it shall not disclose to any third parties any Vehicle Information or Video Content that identifies specifically Customer, or any of the drivers of Customer's Vehicles without Customer's prior written consent. The parties agree that the foregoing restriction shall not apply to disclosures of Vehicle Information or Video Content that are (i) required by law or in response to a request from law enforcement authorities, (ii) made in connection with a subpoena or other similar demand, (iii) made in connection with a contemplated merger, acquisition or similar transaction, (iv) made to Verizon Connect's Affiliates or related companies, and/or (v) made to Verizon Connect's service providers for delivering services on behalf of Verizon Connect.

93 By submitting Customer information, including Vehicle Information and Video Content (collectively, "Customer Data") to Verizon Connect in connection with the Services, Customer grants Verizon Connect a non-exclusive, irrevocable, and limited license to use Customer Data for purposes of providing the Services in accordance with the terms of this Agreement.

94 Verizon Connect may provide hypertext links to sites on the Internet, which are operated by unrelated third parties. Using an external hypertext link means that Customer may be leaving Verizon Connect's site and Verizon Connect therefore takes no responsibility for and gives no warranties, guarantees or representations in respect of linked sites.

95 Customer acknowledges and agrees that Verizon Connect may transfer, process, store and access Customer Data in the European Union, the United States or any other country in which Verizon Connect or its Affiliates, service providers, business partners or customers maintain facilities.

#### 10 INDEMNITY

101 Verizon Connect shall, subject to Section 10.2, have the right to intervene to defend the Customer, its officers, directors and employees against any claim, action or suit asserted against the Customer alleging that the Services (excluding any customer premises equipment or equipment-related services not owned and provided by Verizon Connect) directly infringe any patent, copyright, trade mark, or other similar third party intellectual property right issued under the laws of the jurisdiction(s) where such Services were initially performed or furnished by Verizon Connect to Customer ("Claim"), and shall indemnify the Customer for any amounts finally awarded against the Customer in judgment or settlement of such Claim; provided that (1) Customer gives Verizon Connect prompt, written notice of any such Claim, (2) Verizon Connect, if it desires, is given the control of the defense and/or settlement thereof, and (3) Customer furnishes, on Verizon Connect's request, all relevant information and reasonable cooperation for the defense and/or settlement thereof. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

102 In no event shall Verizon Connect, its Affiliates, employees, agents and sub-contractors have any indemnification or defense obligations to the Customer, its officers, directors and employees under clause 10.1 if and to the extent that such Claim arises from: (1) Verizon Connect's compliance with Customer's specifications or instructions, (2) modification or customization of the Equipment or Services by anyone other than Verizon Connect or its subcontractors, or by Verizon Connect or its subcontractors at the request of Customer, (3) the combination of the Equipment or Services with products, software, and/or services not provided by Verizon Connect or its subcontractors; (4) Customer's use of the Services or Equipment in a manner contrary to the instructions given to Customer by Verizon Connect or in breach of this Agreement; (5) Customer's use of the Services or Equipment after notice of the alleged or actual infringement from Verizon

## Verizon Connect Fleet USA LLC

Connect or any appropriate authority; (6) information, data, or other content provided by or on behalf of Customer; (7) any equipment, system, product, process, method or service of Customer which otherwise infringes any patent or copyright or misappropriates any other intellectual property rights of a third party prior to the supply of the Service and Equipment to Customer hereunder; (8) use of other than the then-current unaltered release of any Verizon Connect provided software used in the Service, provided Verizon Connect has made such release available to Customer; or (9) compliance with any applicable industry technical standards.

10.3 If the Equipment or Services become, or if Verizon Connect reasonably believes that the Equipment or Services might become, the subject of a Claim, or if as a result of a Claim, the use of the Equipment or Services is prohibited or enjoined, Verizon Connect shall, at its option and sole expense, use its commercially reasonable efforts to do one or more of the following: (i) obtain for Customer the right to use the Equipment or Services without any additional cost to Customer; (ii) replace or modify the Equipment or Services so that it is no longer subject to the Claim, but performs the same functions in a materially equivalent manner; or (iii) if the foregoing options are not reasonably available to Verizon Connect, then Verizon Connect may require that Customer to return the allegedly infringing Equipment to Verizon Connect and/or discontinue use of the allegedly infringing Services and upon such return or discontinuation of use, Verizon Connect shall refund to Customer the portion of the Services fees already paid for but had not yet been used, if any. No credit or refund shall be made for Services already provided to Customer.

10.4 [Reserved]

10.5 [Reserved]

# 11 CONFIDENTIALITY

11.1 Both Verizon Connect and Customer will treat all information received from the other party that is marked "Confidential" or which is reasonably obvious to be confidential ("Confidential Information") as it would treat its own confidential information, but in no event shall either party employ less than a reasonable degree of care in protecting the Confidential Information. Confidential Information includes, but shall not be limited to: custom order-level pricing, business plans, customer lists, operational and technical data and product plans. This Section shall survive termination of this Agreement and continue for a period of two (2) years following termination, except that information that qualifies as a trade secret under applicable law must be maintained as confidential as required by applicable law.

11.2 The provisions of Section 11.1 shall not apply to information which: (i) the receiving party can prove was known before receipt; (ii) is in or enters the public domain through no wrongful default by or on behalf of the receiving party; (iii) was received from a third party without obligations of confidence owed directly or indirectly to the disclosing party; or (iv) was independently developed by the receiving party without use or reference of the Confidential Information of the disclosing party. Verizon Connect recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor to the extent that such information is not subject to exemption and that Verizon Connect is provided an opportunity to protect confidential information from release.

11.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations and exercise its rights under this Agreement.

11.4 Customer acknowledges and agrees that the proprietary information and know-how, techniques, algorithms, and processes provided by or contained in the Equipment and Services, including any related Software, or any modification or extraction thereof, constitute trade secrets and Confidential Information of Verizon Connect or its supplier and shall only be used by Customer in accordance with the terms and conditions of this Agreement. Therefore, Customer shall protect such trade secrets and Confidential Information, and Customer shall not modify, create derivative works of, copy, publicly display, publicly perform, resell, transfer, distribute, sublicense, or reproduce the Equipment or Services, or any portion thereof. Customer shall not use the Equipment or Services to develop any other software, product, or service including, but not limited to, any other software, product, or service that is competitive with the Equipment or Services, and shall not assist or permit any third party to do so. Customer agrees that it shall not decompile, disassemble, or reverse engineer the Equipment or Services or otherwise attempt to gain access to any underlying code used to implement or deploy the Services. Customer may not remove or obscure any proprietary rights notice provided on any Equipment, Services or other Verizon Connect deliverables.

# 12 LIABILITY

12.1 VERIZON CONNECT IS NOT RESPONSIBLE FOR LIABILITIES OF ANY KIND RESULTING FROM DELAYS IN DELIVERY, INSTALLATION OR PROVIDING VERIZON CONNECT OR OTHER SERVICES, REGARDLESS OF THE CAUSE OF THE DELAY. CUSTOMER UNDERSTANDS AND AGREES THAT VERIZON CONNECT CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS, AND THAT THEY SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND RESULTING FROM AN ALLEGED OR ACTUAL LACK OF SECURITY RELATING TO CUSTOMER'S USE OF THE VERIZON CONNECT SERVICES. CUSTOMER UNDERSTANDS AND AGREES THAT: (i) EQUIPMENT MAY BE A WIRELESS DEVICE AND THAT THE VERIZON CONNECT SERVICES WORK BY USING WIRELESS COMMUNICATIONS NETWORKS TO CONNECT THE DEVICES WITH VERIZON CONNECT'S DATA CENTER AND BY USING GPS (GLOBAL POSITIONING SYSTEM) TO DETERMINE A VEHICLE'S LOCATION; (ii) THE VERIZON CONNECT SERVICES MAY NOT OPERATE UNLESS A VEHICLE IS IN AN AREA THAT HAS ADEQUATE WIRELESS COMMUNICATIONS COVERAGE AND, EVEN IF A VEHICLE IS IN SUCH AREA, THE VERIZON CONNECT SERVICE IS SUBJECT TO WIRELESS SERVICE NETWORK AND TRANSMISSION LIMITATIONS AND MAY BE ADVERSELY AFFECTED BY TERRAIN, SIGNAL STRENGTH, WEATHER AND ATMOSPHERIC CONDITIONS, OR OTHER THINGS THAT VERIZON CONNECT DOES NOT CONTROL; AND (iii) INFORMATION ABOUT A VEHICLE'S LOCATION WILL NOT BE AVAILABLE UNLESS THE DEVICE IN THE VEHICLE IS ABLE TO RECEIVE GPS SIGNALS. Neither Verizon Connect nor the Customer will be liable for consequential, special, indirect or incidental damages, including lost profits or lost data, even if that party is informed that those damages may occur. Verizon Connect's cumulative liability under contract, tort, strict liability or other legal theory shall not exceed the greater of the amount paid or payable to Verizon Connect under this Agreement, except in the instance of the Customer's failure to pay amounts due under this Agreement.

12.2 To the fullest extent permitted by law, and except as set forth in this Agreement, all warranties, representations, agreements, conditions and all other terms of any kind whatsoever, whether oral or in writing, and whether express or implied, whether by operation of law, statutory or otherwise, are, excluded from this Agreement;

12.3 Nothing in this Agreement excludes the liability of Verizon Connect for death or personal injury caused by Verizon Connect's negligence or for fraud or fraudulent misrepresentation.

12.4 Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, misrepresentation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement. Accordingly, each of the parties acknowledges and agrees that the only remedy available to it in respect of the subject matter of this Agreement shall be for breach of contract under the terms of this Agreement and it shall have no right of action against the other party in respect of any such representation, promise, assurance, warranty or undertaking.

12.5 This Agreement shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. 3729-3733. Furthermore, this clause shall not impair nor prejudice the U.S. Government's right to express remedies provided in the GSA Schedule contract (e.g., clause 552.238-81 - Price Reductions, clause 52.212-4(h) - Patent Indemnification, and GSAR 552.215-72 - Price Adjustment - Failure to Provide Accurate Information).

# 13 TERM

13.1 This Agreement shall commence on the Effective Date and shall continue until the last day of any outstanding Service Term for subscriptions ordered under a Services Order Form, unless earlier terminated as provided for herein.

13.2 Each Services Order Form shall become effective upon its final execution and shall be in effect for the period as specifically set forth on the Services Order Form. Unless otherwise specified in the Services Order Form, the Service Term for add-on features shall be co-terminous with the Service Term for the base Vehicle tracking units to which the add-on features apply.

# 14 CONSEQUENCES OF TERMINATION

14.1 Any alleged or anticipated breach of any representation, warranty and/or obligation of a party under this Agreement shall be handled in accordance with the Contract Disputes Act.

14.2 [RESERVED]

14.3 [RESERVED]

14.4 Upon the termination of this Agreement for any reason, or cancellation of any Services Order Form or portion thereof, Customer shall immediately return to Verizon Connect all applicable Verizon Connect property, including without limitation any VZC owned Equipment and Confidential Information, and all copies thereof. The return of VZC owned Equipment will be via the Verizon Connect Return Materials Authorization process, which process will be communicated to Customer through Verizon Connect's support personnel. Customer will be liable for the full replacement value of any VZC owned Equipment not returned to Verizon Connect in accordance with this Section and the reasonable instructions of Verizon Connect.

14.5 On termination of this Agreement for any reason:

(a) all licenses granted to Customer under this Agreement shall immediately terminate;

(b) access to the Services shall be disabled;

(c) each party shall return and make no further use of any equipment, software, property, and other items (and all copies of them) belonging to the other party; and

(d) the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.

# 15 FORCE MAJEURE

15.1 Excusable delays shall be governed by FAR 552.212-4(f).

# 16 ASSIGNMENT

16.1 Neither party shall, without the prior written consent of the other party, assign, transfer, charge, or deal in any other manner with all or any of its rights or obligations under this Agreement. Verizon Connect may at any time sub-contract portions of its rights or obligations under this Agreement provided that Verizon Connect shall remain liable for the actions of its subcontractors.

# 17 WAIVERS AND REMEDIES

17.1 Except as otherwise stated in this Agreement, the rights and remedies of each party under this Agreement are in addition to and not exclusive of any other rights or remedies under this Agreement or the general law and may be waived only in writing and specifically.

17.2 Delay in exercising or partial exercise or non-exercise of any right under this Agreement is not a waiver of that or any other right and shall not preclude any further or other exercise of that right or any other right under this Agreement. Waiver of a breach of any term of this Agreement shall not operate as a waiver of breach of any other term or any subsequent breach of that term.

# 18 GOVERNING LAW, JURISDICTION; WAIVER OF JURY TRIAL

18.1 Subject to the provisions of Section 18.2 below, the validity, construction and performance of this Agreement shall be governed and interpreted in accordance with Federal United States Law.

18.2 [Reserved]

# 19 PUBLICITY

19.1 Neither party may make any quotes or other attributions of the other party without the other party's prior written consent, provided, however, that during the term of this Agreement, Customer and Verizon Connect may publicly refer to the other party as a service provider and customer, respectively extent permitted by the General Services Acquisition Regulation (GSAR) 552.203-71.

# 20 INTENTIONALLY LEFT BLANK

# 21 COMPLETE AGREEMENT/MISCELLANEOUS

21.1 This Agreement constitutes an addendum to a solicitation or contract, as defined in Federal Acquisition Regulation 552.212-4(s).

21.2 This Agreement may not be amended, supplemented, waived or modified except by an instrument in writing signed by both of the parties.

21.3 In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, the parties shall negotiate in good faith to agree to such amendments, modifications, or supplements of or to this Agreement and take such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified, or supplemented or otherwise affected by such action, remain in full force and effect.

21.4 All Equipment is made available to Customer F.O.B. Destination. Risk of Loss shall be determined in accordance with 552.212-4(j). Customer shall provide whatever insurance against loss or damage it considers necessary once Equipment leaves VCF's possession. Verizon Connect may provide the same, functionally equivalent, or functionally better product as a substitute without violating the terms of this Agreement. For certain Equipment, additional terms and conditions provided by the applicable manufacturer shall apply, if accepted in writing by a warranted Contracting Officer.

21.5 Any notices required under this Agreement shall be in writing and shall be delivered by registered or certified mail, return receipt requested, or sent by recognized overnight courier, to the registered office or principal place of business of the other party, or as a party may subsequently request in writing. Notices shall be deemed effective upon their receipt. A copy of any notice sent to Verizon Connect shall also be sent to the attention of the General Counsel of Verizon Connect at the following address: Verizon Connect Fleet USA LLC, One Verizon Way, Basking Ridge, NJ 07920.

21.6 The provisions of Section 5.9, 11, 12, 14, 15, 17, 18 and 21 shall survive any expiration or termination of this Agreement.

21.7 The parties are independent contractors and not agents or partners of, or joint ventures with, the other party for any purpose, and neither party shall have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other party.

21.8 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

21.9 The parties acknowledge and agree that this Agreement, as well as any Services Order Form, and any amendment or addendum thereto or hereto, and any other agreement or arrangement between Verizon Connect and Customer, may validly be signed electronically by either party, including in the form of an electronic signature generated by DocuSign (or any other similar service as may be freely determined by Verizon Connect).

# GSA TERMS AND CONDITIONS for 47QTC A22D00DD

## Verizon Connect Fleet USA LLC

21.10 Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement.

### Field Service Dispatch Solution

1. Verizon Connect will provide Customer with a Services Order Form for the initial purchase of licenses for its "Field Service Dispatch" solution ("FSD"), which shall identify the initial Service Term of the Services, initial quantity of User licenses and related charges. For this solution, the term "User" shall mean each field worker registered to access and use the FSD Services.

2. Additional subscriptions purchased by Customer during the applicable Service Term shall have the same Service Term end date as Customer's FSD subscriptions active as of the date of such additional purchase.

3. Customer agrees to (i) purchase a subscription for each unique User to whom Customer provides access to the FSD Services and (ii) pay the fees and other associated charges for each subscription in accordance with the GSA Schedule Pricelist. Customer acknowledges and agrees that the FSD Services may only be used by Users for whom Customer has paid the applicable fees and other related charges. Verizon Connect will monitor the total number of Users with access to the FSD Services and charge Customer any incremental amounts owed for such additional Users.

### Signature Motor Club Roadside Assistance Services

BY PURCHASING THIS SERVICE, YOU CONSENT TO VERIZON CONNECT REVEAL SHARING YOUR ELIGIBLE VEHICLE INFORMATION, INCLUDING YOUR LOCATION, WITH ALLSTATE TO ENABLE THE ROADSIDE ASSISTANCE SERVICE.

#### 1. EMERGENCY ROADSIDE ASSISTANCE

Emergency roadside assistance is provided by Signature Motor Club, Inc. and In California, services are provided by Signature Motor Club of California, Inc. (the "Motor Club") for customers of VERIZON CONNECT REVEAL.

The following Emergency Roadside Assistance services are available:

**Eligible Vehicle Towing:** Up to twenty-five (25) miles in any direction from the point of breakdown to nearest service provider or driver – specified location. Additional towing shall be charged to the requesting Verizon Connect Reveal Customer at the following rates, pro-rated in 1/10th mile increments: light duty \$6.00; medium duty \$8.00; heavy duty \$8.36; rates payable directly to the service provider, and are not reimbursable. Accident-related towing is not covered.

**Eligible Vehicle Winching:** If an eligible vehicle is stuck in a ditch, mud or snow and is accessible from a maximum distance of 30 feet from a normally traveled roadway, it will be extricated or winched. Winching is limited to light duty eligible vehicles safely accessible from a paved public road, one (1) operator and thirty (30) minutes maximum. Determination of feasibility and safety of winching shall be at the sole discretion of Supplier. Any expenses incurred beyond the service limit is the responsibility of the customer, payable directly to the service facility, and are not reimbursable.

**Fuel Delivery:** A service eligible vehicle will deliver up to 3 gallons of fuel to an eligible vehicle that runs out of gas, where allowed. If necessary, the eligible vehicle will be towed to the nearest gas station. Service covers delivery of the fuel only and does not include the cost of fuel. Fuel shall be charged at the then current market rates, payable by the requesting Verizon Connect Reveal Customer. When requesting this service, the caller must specify either unleaded or diesel fuel. \*

**Jump Start or Minor Roadside Adjustments to Start Eligible vehicle:** Service is provided to jump start a dead battery or make other minor roadside adjustments to start the eligible vehicle. Expenses for more extensive repairs, parts and labor are the customer's responsibility, payable directly to the service facility, and are not reimbursable. \*

**Flat Tire:** Service is provided to change an eligible vehicle flat tire with its inflated spare. If no spare is available, the eligible vehicle may be towed. Flat tire service requires that the Verizon Connect Reveal Customer's eligible vehicle have a safe, properly inflated and appropriate spare tire readily accessible. Tire repairs, including but not limited to patching or replacing tubes, are not included. Changing interior tires on dual tire axles is not included. One tire change per service visit. More than one flat tire or the absence of a spare will require towing the eligible vehicle to a service location. Fixing or patching the flat tire is not included. \*

**Lockout:** Service is provided to gain access if the ignition key is lost or accidentally locked inside the eligible vehicle. Eligible vehicle must be at an accessible location. Locksmith service does not include mechanical adjustments to get it going again. \*

\* If fuel delivery, flat tire service, jump starting, and/or lockout services cannot be performed or are not successful in returning the vehicle to safe operating condition, tow service will be provided.

#### 2. ELIGIBILITY

VERIZON CONNECT REVEAL customers who have a disabled eligible vehicle (i.e., light, medium and heavy duty vehicles) and are participating in the Roadside Assistance program are eligible for this offer. (Trailers are ineligible for this service).

a) Passenger cars, trucks and vans shall be categorized as:

i) light duty eligible vehicles if they do not exceed 10,000 lbs. GVWR (FHWA Class 1-2) and have no more than four (4) wheels and tires;

ii) medium duty eligible vehicles if they exceed 10,000 lbs. GVWR but not 26,000 lbs. GVWR (FHWA Class 3-6) or are not heavy duty and have more than four (4) wheels and tires; and

iii) heavy duty if they are between 26,000 and 33,000 lbs. GVWR (FHWA Class 7) or over 33,001 lbs. GVWR (FHWA Class 8) single unit and truck tractors only. Trailers are ineligible for this service.

b) At the time of service, the customer must be present

#### 3. LIMITATIONS

Services other than, or exceeding the limitations of, those stated above (collectively, "Additional Services") may be performed at the discretion of Supplier and Verizon Connect Reveal Customer at Supplier's then market rates with such costs charged to the requesting Verizon Reveal Connect Customer. Verizon shall have no liability to Supplier for any of the Additional Services.

Roadside Assistance Coverage Does Not Include:

- Service if the Customer is not with the disabled eligible vehicle. (Notify the dispatch operator if it is unsafe to do so.)
- Towing or service while at an auto repair shop or service station to another location.
- Towing or service on roads not regularly maintained (including private property)
- Service when an eligible vehicle is snowbound. We do not hoist, winch or shovel eligible vehicles from unplowed areas, snow banks, snowbound driveways or curbside parking.
- Service will not be rendered in areas not regularly traveled, such as vacant lots, beaches, open fields or other places that would be hazardous for service eligible vehicles to reach.
- Installation or removal of snow tires and chains.
- Dismounting, repairing or rotating tires.
- Eligible vehicle storage charges, cost of parts and installation, products, materials, impounding and additional labor relating to towing.
- Service for taxicabs, ride share, tractors, boats, trailers, recreational eligible vehicles and trucks, dune buggies, eligible vehicles used for competition, stolen eligible vehicles, unlicensed eligible vehicles, illegally parked cars or impounded eligible vehicles.
- Service to eligible vehicles with expired safety inspection sticker, license plate sticker, and/or emission sticker where required by law.
- Service to eligible vehicle that is not in a safe condition to be towed
- Transportation of Customers to the eligible vehicle for service or from the eligible vehicle to another destination after service has been rendered.
- Charging a weak or dead battery.
- Delivery or repair of tires.
- Towing of eligible vehicle off a boat dock or marina.
- Service of any kind on eligible vehicles used for commercial purposes or using dealer tags.
- Towing at the direction of a law enforcement officer related to traffic obstruction, impoundment, abandonment, illegal parking or other violations of law.
- The cost of making a replacement key and lock repairs are not covered.

Benefits and dues are subject to change. Services are available in the United States and Canada.

**Privacy Policy: Allstate Enterprises, LLC**

### IMPORTANT PRIVACY NOTICE

Thank you for choosing products and services from Allstate Enterprises, LLC. We value you, respect your privacy and work hard to protect your personal information.

This statement is provided on behalf of Allstate Enterprises, LLC and its subsidiaries listed at the end of this notice. We would like to explain how we collect, use, share, and protect the information we obtain about you in the course of doing business.

#### **Our Privacy Assurance**

- We do not sell your personal information to anyone.
- We do not share your information with non-affiliate companies that would use it to contact you about their own products and services.
- We require persons or organizations that represent or assist us in providing your service to keep your information confidential.
- We require employees to protect your personal information and keep it confidential.

As you can see, protecting your personal information is important to us. In addition to the practices described above, we use a variety of physical, technical and administrative security measures that help to safeguard your information.

Our privacy practices continue to apply to your information even if you cease to be a customer.

#### **What Personal Information Do We Have and Where Do We Get It**

We gather personal information from you and from outside sources for business purposes. Some examples of the information we collect from you may include your name, phone number, home address, e-mail address, eligible vehicle information, and location. Also, we maintain records that include, but are not limited to, your membership, membership dues, and payment history.

In addition, Allstate Enterprises, LLC and its business partners gather information through activity on mobile applications, Internet activity which may include, for example, your operating system, links you used to visit our websites including allstateroadsideservices.com web pages you viewed while visiting our site or applications, Internet Protocol (IP) addresses, and cookies. We use cookies, analytics and other technologies to help:

- Evaluate our marketing campaigns
- Analyze how customers use our website and applications
- Develop new services
- Know how many visitors have seen or clicked on our ads

# GSA TERMS AND CONDITIONS for 47QTCA22D00DD

## Verizon Connect Fleet USA LLC

Also our business partners assist us with monitoring information including, but not limited to, IP addresses, domain names and browser data, that can help us to better understand how visitors use allstateroadsideservices.com.

### How We Use and Share Your Personal Information

In the course of normal business activities, we use and share your personal information. We may provide your information to persons or organizations within and outside of Allstate. This would be done as required or permitted. For example, we may do this to:

- Fulfill a transaction you requested
- Provide a service you requested
- Communicate with you and respond to your inquiries
- Provide information about our products and services that meet your needs
- Extend renewal offers, billing, membership changes and other administration
- Handle your claim
- Prevent fraud
- Comply with requests from a court order, or regulatory and law enforcement authorities
- Comply with applicable federal, provincial and territorial legislation
- The persons or organizations with whom we may share your personal information may include, among others:
  - Companies that perform services, such as emergency roadside assistance, credit card processing, and performing communication services on our behalf
  - Business partners that assist us with tracking how visitors use allstateroadsideservices.com or the roadside mobile applications
  - Those who request information pursuant to a subpoena or court order
  - Emergency roadside service providers

### The Internet and Your Information Security

We use cookies, analytics and other technologies to help us provide users with better service and a more customized web experience. Additionally, our business partners use tracking services, analytics and other technologies to monitor visits to allstateroadsideservices.com. The website may also use Web beacons (also called "clear GIFs" or "pixel tags") in conjunction with cookies. If you prefer, you can choose to not accept cookies by changing the settings on your web browser. Also, if you would like to learn about how we gather and protect your information over the Internet, please see Allstate Roadside Service's online privacy statement located at the bottom of allstateroadsideservices.com homepage.

### How You Can Consent, Review and Correct Your Personal Information

Allstate is committed to seeking your consent to the collection, use, and disclosure of your personal information. The form of consent may vary depending on the circumstances and the type of information being sought. By providing information to us through the mobile application, you are consenting to the collection, use, and disclosure of personal information for the purposes of processing, administering, and providing you service under your membership, and paying your claims.

You may, at any time, withdraw consent to the use of your personal information, subject to certain limitations. If you do not wish us to use or disclose your information for purposes related to your membership or service we will not be able to offer you roadside assistance. Once a membership is issued or renewed or once service is requested, you may not withdraw your consent to use or disclose information related to your application, its renewal, the administration of your membership, or the processing of any claims.

You can request to review your personal information contained in our records at any time. To do this, please send a letter to the address below requesting to see your information for the previous two years. If you believe that our information is incomplete or inaccurate, you can request that we correct it. Please note we may not be able to provide information relating to investigations, claims, litigation, and other matters. We will be happy to make corrections whenever possible.

Please send requests to:

Allstate Roadside Services Customer Privacy Inquiries 2775 Sanders Road, Suite E2  
Northbrook, IL 60062-6127  
Protecting Your Personal Information

Allstate maintains appropriate policies to ensure customer information is available only to those employees, business partners, and authorized service providers who have a need to know, in order to serve you.

We take all reasonable steps to develop and maintain security measures to protect against loss, theft, unauthorized access, use, alteration, destruction, or disclosure of your personal information contained in electronic and/or paper record files. We continually enhance our security measures to meet market standards.

Any information you supply when applying for or servicing your membership is kept in a roadside assistance file or a claim file in your name, which is maintained at our United States head office in Northbrook, Illinois, our Agents' offices, and/or claims offices, as applicable. We may transfer your information to service providers who may process or store some or all of your personal information on servers or computers located in jurisdictions outside of Canada, including the United States. These jurisdictions may have privacy laws or standards that are different from those in effect in Canada. In the event that customer information is stored or processed in jurisdictions outside of Canada, regulatory agencies or law enforcement authorities may be able to access your information under their laws or regulations. If you require information respecting our policies and procedures relating to service providers outside Canada or have any questions regarding such service providers, please contact us as noted on this privacy notice.

The personal information we hold is kept in our files during the period necessary to provide you with the roadside products and services when required. When a file is closed, the information is securely handled and kept in accordance with our retention schedule and our legal obligations. Files are destroyed when there is no longer any possibility of them being used for administrative or legal purposes or because we are obligated to do so by law. When we destroy personal information, we use safeguards to prevent unauthorized parties from gaining access to the information during or after the destruction process.

### Sharing Personal Information with Affiliates

We do not share your personal information with Allstate affiliates or third parties for marketing purposes.

We reserve the right to change our Privacy practices, procedures, and terms.

Allstate Enterprises, LLC

List of subsidiaries for which this notice is provided:

1. Signature Motor Club, Inc.
2. Signature's Nationwide Auto Club, Inc.
3. Signature Agency, Inc.
4. Signature Nationwide Auto Club of California, Inc.
5. Signature Motor Club of California, Inc.

Please note that Allstate's "do not call" list is limited only to telephone solicitation calls. We may still contact you about your membership, billing issues, claims and other service matters.

### We Appreciate Your Business

Thank you for choosing Allstate Enterprises, LLC. We understand your concerns about privacy and confidentiality, and we hope this notice has been helpful to you. We value our relationship with you and look forward to your continued satisfaction.



# SERVICES ORDER FORM



<b>GENERAL INFORMATION</b>				
Order Date: <<OPPORTUNITY_SALES_ORDER_DATE>>		Customer Reference Number: <<OPPORTUNITY_CUSTOMER_PO_NUMBER>>		VCF Salesperson Name: <<OpportunityOwner_FullName>>
Company Name: <<ACCOUNT_NAME>>		Officer or Owner: <<CONTACT_FULLNAME>>		Region: <<Opportunity_Cost_Cntr_Regio_n>>
Address (Mailing or Invoicing Address): <<ACCOUNT_BILLINGSTREET>>		Officer/Owner Email Address: <<CONTACT_EMAIL>>		Telephone: <<CONTACT_PHONE>>
City: <<ACCOUNT_BILLINGCITY>>	State: <<ACCOUNT_BILLINGSTATE>>	Zip Code: <<ACCOUNT_BILLINGPOSTALCODE>>	Installation Contact if other than Officer/Owner:	Cell Phone: <<CONTACT_MOBILEPHONE>>
Please advise your VCF scheduler if there are multiple shipping or installation addresses			Accounts Payable Contact, if other than Officer/Owner:	Telephone:

<b>SUBSCRIPTION SERVICES:</b>				
QUANTITY	DESCRIPTION	SERVICE START DATE	MONTHLY PER UNIT FEE	MONTHLY TOTALS
<<OPPORTUNITY_LINEITEM_START>> <<OPPORTUNITY_LINEITEM_QUANTITY>>	<<Product_Name>> <<Opportunity_LineItem_Partner>>	<<Opportunity_LineItem_Service_Start_Date>>	<<OPPORTUNITY_LINEITEM_UNITPRICE>>	<<OPPORTUNITY_LINEITEM_TOTALPRICE>>
<b>TOTAL MONTHLY AMOUNT</b>			<<Opportunity_Total_No_One_Time>>	
Agreement Length: <<Opportunity_Service_Term>> Months from the Subscription Start Date. The billing and Service Term shall commence upon the earlier of (i) installation of any Equipment into a Vehicle, or (ii) ninety (90) days from the shipment of the Equipment.			Excludes Applicable Taxes and Fees	
			<<OPPORTUNITY_FREE_MONTHS>> <<Opportunity_Free_Months_Text>>	
<b>ONE-TIME FEES (per Occurrence):</b>				
QUANTITY	DESCRIPTION		AMOUNT	EXTENDED PRICE
<<ONETIME_START>> <<ONETIME_QUANTITY>>	<<ONETIME_PRODUCT_NAME>>		<<ONETIME_UNITPRICE>>	<<ONETIME_TOTALPRICE>>
<b>Total One-Time Fees</b>			<<Opportunity_One_Time_Fees>>	
<b>COVERT INSTALLATION: &lt;&lt;Opportunity_Covert_Fit_Install&gt;&gt;</b>			<b>EXCLUDES APPLICABLE TAXES AND FEES</b>	

<b>ORDER TERMS:</b>	
<p>Customer agrees that the purchase and/or licensing of the products and/or services set forth in this order is subject to the terms and conditions in the contract between Verizon Connect Fleet USA LLC (VCF) and GSA Schedule 47QTCA22D00DD that are in effect as of the date the order was received by VCF. The GSA Schedule terms and conditions are available at <a href="https://www.gsaelibrary.gsa.gov/EligMain/contractorInfo.do?contractNumber=47QTCA22D00DD&amp;contractorName=VERIZON+CONNECT+FLEET+USA+LLC&amp;executeQuery=YES">https://www.gsaelibrary.gsa.gov/EligMain/contractorInfo.do?contractNumber=47QTCA22D00DD&amp;contractorName=VERIZON+CONNECT+FLEET+USA+LLC&amp;executeQuery=YES</a>. If, in accordance with the terms of the GSA Contract, Customer and VCF have executed an additional separate written agreement ("Customer Addendum") with respect to the products and/or services set forth in this order, the terms and conditions set forth in the Customer Addendum shall also apply with respect to the products and/or services set forth in this order, if there are any discrepancies in the Addendum language and the GSA Schedule, the GSA Schedule Terms and Conditions shall supersede. All orders are subject to product availability. If an item is not in stock at the time you place your order, we will notify you immediately.</p>	
<p>BY SIGNING BELOW, I CERTIFY THAT I HAVE LEGAL AUTHORITY TO BIND THE LISTED GOVERNMENT AGENCY, THAT MY AGENCY IS AUTHORIZED TO PURCHASE UNDER THE GSA SCHEDULE AND THAT THE USE OF ALL PRODUCTS/SERVICES PURCHASED IS ONLY FOR AUTHORIZED GOVERNMENT USE.</p>	
<p><b>INSTALLATION NOTES (not valid for changes to billing, payment or other contract terms):</b></p>	
<p>&lt;&lt;OPPORTUNITY_OTHER_CONDITIONS&gt;&gt;</p>	
Customer Name: _____ <<ACCOUNT_NAME>>	
By (signature)	Date: _____ Title

**GSA TERMS AND CONDITIONS for 47QTCA22D00DD****Verizon Connect Fleet USA LLC****GSA Pricelist**

<b>PART NO</b>	<b>PRODUCT NAME</b>	<b>PRODUCT DESCRIPTION</b>	<b>GSA PRICE</b>
1100000570	Vehicle Data Device	Replacement fee for Vehicle- EZ Tracking hardware (Includes any associated cables/features that were with original hardware)	\$ 146.10
1100000640	TA6372R31100790Y - 6372 FGUS3 TAA Comp	Replacement fee for Vehicle Tracking hardware (Includes any associated cables/features that were with original hardware)	\$ 146.10
1100000670	CBL-0056_T_TAA Xirgo XT6300 OBDII Fused	Replacement fee for Standalone cable- XIRGO XT-6300 OBDII HARNESS TAA Modified CBL_0056) (No IO Support PTO)	\$ 30.23
1100000682	CBL-0040-TAA Xirgo Enhanced Power Cbl	Replacement fee for Standalone cable- Xirgo - Enhanced Power Cable -TAA (24 pin connectorized harness CBL-0040 TAA)	\$ 30.23
1100000708	TAA KIT: UNV HD VOL CBL MY 2014+ XT Adp	Replacement fee for Standalone cable- UNIVERSAL HEAVY DUTY VOLVO CABLE MY 2014+ TAA Compliant	\$ 30.23
1100000709	TAA KIT:UNIV RP1226 CBL+XT Adapt.	Replacement fee for Standalone cable- UNIVERSAL RP1226 Cable TAA Compliant	\$ 30.23
1100000712	Equip Asset Tracker - Batt Replacement	Shrink-wrapped pack of 6 L91 batteries	\$ 29.72
1100000713	Equip Asset Track-Batt-Batt Replacement	Shrink-wrapped pack of 3 L91 batteries	\$ 29.72
1100000715	TAA KIT UNV GRN TYP2 THRD 9Pin + XT Adp	Replacement fee for Standalone cable- Universal Green (TYPE 2) THREADED 9 Pin Cable TAA Compliant	\$ 30.23
1100000717	TAA KIT UNIV GRN TYP2 9Pin CBL + XT Adp	Replacement fee for Standalone cable- Universal Green (TYPE 2) 9 Pin Cable TAA Compliant	\$ 30.23
1100000718	TAA KIT UNV BLK TYP1 THRD 9Pin + XT ADP	Replacement fee for Standalone cable- Universal Black (TYPE 1) THREADED 9 Pin Cable TAA Compliant	\$ 30.23
1100000719	TAA KIT UNV BLK TYP1 9Pin CBL + XT Adpt	Replacement fee for Standalone cable- Universal Black (Type 1) 9 Pin Cable TAA Compliant	\$ 30.23
1100000720	Equipment Asset Tracker	Replacement fee for Powered Asset hardware (Includes any associated cables/features that were with original hardware)	\$ 95.72
1100000721	Equipment Asset Tracker - Battery	Replacement fee for Non Powered Asset hardware (Includes any associated cables/features that were with original hardware)	\$ 95.72
1100000730	TAA KIT UNIV HD 6 PIN CBL + XT Adapter	Replacement fee for Standalone cable- Universal Heavy Duty 6 PIN Cable TAA Compliant	\$ 30.23
1100000731	TAA KIT Mack 19+ Unv Vol CBL Kit +XT Adp	Replacement fee for Standalone cable- Mack 2019+ Connector Kit for Universal Volvo Cable TAA Compliant	\$ 30.23
1100000740	TAA XT63 HRN Ford Spec CMax Fus Focus	Replacement fee for Standalone cable- SDLC cable for Ford TAA compliant (modified pin-out for 2020 YMM)	\$ 30.23
1100000743	Kit: TAA OBDII Y CBL VT410 + Scan Tool	Replacement fee for Standalone cable- OBD II Y cable for VT-410 with Scan Tool detect TAA	\$ 30.23
1100000750	TAA - I BUTTON, KEY FOB - OS	Replacement I BUTTON, KEY FOB - OS44-00-000537	\$ 3.98
1100000763	44-00-000539 2/24V Univ Buzzer Harness	Replacement fee for Standalone cable- 44-00-000539 2/24V Univ Buzzer Harness	\$ 30.23
1100000800	TAA KIT Drv ID kit-Rder+Xirgo Enhcd Hrn	Reveal Driver ID Kit Hardware Replacement	\$ 43.18

**GSA TERMS AND CONDITIONS for 47QTCA22D00DD**  
**Verizon Connect Fleet USA LLC**

1100001061	Accessory Harness - Powered Y ; Xirgo	Replacement fee for Standalone cable-Accessory Harness - Powered Y ; Xirgo -TAA	\$ 30.23
1100001122	VTU   TAA Xirgo 6383   VZW ELD FGUS3	Replacement fee for Vehicle Tracking hardware (Includes any associated cables/features that were with original hardware)	\$ 146.10
1100001142	Micro SD Card 256GB for KP2 or AP1	Micro SD Card 256GB for KP2 or AP1	\$ 71.00
1300000017	Service/Repair - Deinstall/Reinstall Single Device	Professional installation services – per vehicle per visit - uninstall and reinstall same device.	\$ 72.54
1400000007	Reveal Engine Connect Data Subscription	VTU software feature – Engine Connect Data Subscription analyzes critical data directly from a vehicle's engine including fuel usage, distance traveled and diagnostics to help track and respond to vehicles in distress. Users are able to view vehicle performance through a combination of data and GPS location.	\$ -
1400000016	Reveal PTO/Digital Input Subscription	Monitor power take-off (PTO) for vehicles. There is a monthly surcharge for sensor monitoring per VTU or Asset Tracker.	\$ -
1400000019	Reveal Driver ID Subscription	Driver ID Subscription allows users to identify drivers in near real time with GPS tracking. Initial order includes Driver ID hardware and 1 key fobs.	\$ -
1400000024	Reveal Standard Integration Subscription	Standard Integration product access to all connected base APIs. All VTUs on account require subscription.	\$ -
1400000042	Reveal Navigation *	Reveal Navigation is a mobile software app that keeps drivers safe by ensuring they travel on permitted roads only, avoiding restrictions like low bridges or tunnels all while providing up-to-date routes to avoid major accidents, constructions and road closings. All VTUs on account require subscription.	\$ 6.05
1400000052	Reveal Log Book Subscription *	Log Book helps you stay compliant with the FMCSA and manage your drivers' hours by combining necessary vehicle data with driver status from the Verizon Connect Android or iOS-based mobile application.	\$ 4.03
1400000059	Reveal Established Third Party Subscription *	All VTUs on account require an established third party subscription.	\$ 1.01
1400000106	Reveal Roadside Assistance Subscription *	Towing service for vehicles (akin to AAA). All VTUs on account require subscription.	\$ 1.51
1400000170	OEM Vehicle Subscription For Reveal *	Vehicle Tracking subscription for OEM Vehicles	\$ 15.95
1400000200	Reveal Install: VTU+Features or AT Trip	This should be used when VTUs, Assets & Features are installed on the same visit (No cameras)	\$ 72.54
1400000210	Reveal Install: Features Only Trip	This should be used for the installation of a standalone feature (does not include forward facing camera, but does include driver facing camera if being added to a forward facing camera after the forward facing camera has been previously installed, also for driver ID and other features)	\$ 50.38
1400000211	Reveal Install: Camera (Standalone Trip)	This should be used when a Camera (FF or FF+ DF) are sold after initial VTUs or are scheduled to be installed at a later date than initial VTU install.	\$ 72.54



**GSA TERMS AND CONDITIONS for 47QTCA22D00DD****Verizon Connect Fleet USA LLC**

1400000212	Reveal Install: Camera (VTU Trip Add-on)	This should be used when installing cameras with VTUs, Assets or Features on the same trip	\$ 50.38
1400000004	Reveal Powered Asset Tracking Solution *	Provides reliable tracking for fixed and movable fleet assets such as trailers, containers/pods, generators, heavy duty equipment and other assets that would have a power supply to power the tracking unit. This is a hard wired device and it includes device, cables, and monthly software subscription.	\$ 9.95
1400000018	Reveal Non Powered Asset Tracking Solution *	Provides reliable tracking for fixed and movable fleet assets such as trailers, containers/pods, generators, heavy duty equipment and other assets that do not have a dedicated power supply (i.e. dumpsters). This is a battery powered device with 4G technology. Hardware device and monthly software subscription included.	\$ 8.45
1400000030	Reveal Vehicle Tracking Subscription *	Location tracking service provides reporting on location, speeds, idling, etc. The Vehicle Tracking Subscription includes Reveal device, cable, and monthly software subscription.	\$ 15.95
1400000041	Reveal Vehicle Tracking Subscription - EZ *	Location tracking service provides reporting on location, speeds, idling, etc. The Vehicle Tracking Subscription includes Reveal device, cable, and monthly software subscription. Plug n Play Hardware.	\$ 15.95
1400000220	Reveal Dual Dashcam*	AI Dashcam Dual Channel Video Subscription	\$ 24.45
1400000221	Reveal Road Facing Video*	AI Dashcam Road Facing Video Subscription	\$ 19.95
1400000225	Reveal Driver Facing Video*	AI Dashcam Driver Facing Video Subscription	\$ 4.50
1400000222	Reveal Micro SD Card	AI Dashcam Micro SD Card 128GB Subscription	\$ .99
1400000223	Reveal ADAS Service	Optional additional subscription for the AI Dashcam which enables the Advanced Driver Assistance System for the Dual and Road facing cameras e.g. Tailgating, Pedestrian Collision warnings.	\$ 1.00
1400000224	Reveal DMS Service	Optional additional subscription for the AI Dashcam which enables the Driver Monitoring System for the driver facing camera e.g. Distracted Driving, Phone Calling.	\$ 1.00
1400000351	Micro SD Card 256GB AI Dashcam Subscript	256GB micro SD card. Expandable storage for AI Dashcam	\$ 1.55

**\* For all orders over \$500,000.00 and additional 3% discount will be applied to the approved rate listed in the catalog.**