



Legislation Text

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**File #: 2015-0289, Version: 1**

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**WEBTECH WIRELESS, INC.**

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVE A THIRTY SIX (36) MONTH CONTRACT WITH WEBTECH WIRELESS, INC. FOR FLEET MANAGEMENT TRACKING SERVICES IN THE AMOUNT OF \$50,444.00, PLUS APPLICABLE SALES TAXES AND SHIPPING COSTS

**WHEREAS**, the implementation of fleet management tracking services will allow the Transportation Division to increase productivity, while meeting the needs of the City and the citizens more effectively and efficiently; and

**WHEREAS**, after staff contacted several tracking service providers, it was determined that Webtech Wireless, Inc. is the only company with the ability to provide certain features required to meet the City's needs, including real-time monitoring of vehicles.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:**

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby determines an exceptional situation exists in which competitive bidding is deemed not feasible or practical and therefore waives the requirements of formal competitive bidding and approves a thirty six (36) month contract with Webtech Wireless, Inc. for software service and maintenance in the amount of \$50,440.00 plus applicable sales taxes and shipping costs. A copy of the agreement is attached to this Ordinance and made a part hereof.

**City of Fayetteville Staff Review Form**

**2015-0289**

**Legistar File ID**

**7/7/2015**

City Council Meeting Date - Agenda Item Only  
N/A for Non-Agenda Item

Terry Gulley

6/19/2015

Transportation Services /  
Transportation Services Department

**Submitted By**

**Submitted Date**

**Division / Department**

**Action Recommendation:**

Staff recommends approval of an Ordinance waiving the requirements of formal competitive bidding and approving an agreement with Webtech Wireless for a 36-month fleet management tracking service subscription in the amount of \$50,444.00 plus estimated shipping and sales tax for a total of \$55,664.10.

**Budget Impact:**

2100.5500.5314.00	Street																														
Account Number	Fund																														
15002 / 1	Winter Weather Operations Center																														
Project Number	Project Title																														
<table border="0" style="width: 100%;"> <tr> <td style="width: 15%;"><b>Budgeted Item?</b></td> <td style="width: 15%;"><u>Yes</u></td> <td style="width: 30%;"><b>Current Budget</b></td> <td style="width: 10%; text-align: right;">\$</td> <td style="width: 30%; text-align: right;">400,000.00</td> </tr> <tr> <td></td> <td></td> <td><b>Funds Obligated</b></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td></td> <td></td> <td><b>Current Balance</b></td> <td style="text-align: right;"><b>\$</b></td> <td style="text-align: right;"><b>400,000.00</b></td> </tr> </table>	<b>Budgeted Item?</b>	<u>Yes</u>	<b>Current Budget</b>	\$	400,000.00			<b>Funds Obligated</b>	\$	-			<b>Current Balance</b>	<b>\$</b>	<b>400,000.00</b>	<table border="0" style="width: 100%;"> <tr> <td style="width: 15%;"><b>Does item have a cost?</b></td> <td style="width: 15%;"><u>Yes</u></td> <td style="width: 30%;"><b>Item Cost</b></td> <td style="width: 10%; text-align: right;">\$</td> <td style="width: 30%; text-align: right;">55,664.10</td> </tr> <tr> <td><b>Budget Adjustment Attached?</b></td> <td><u>No</u></td> <td><b>Budget Adjustment</b></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td><b>Remaining Budget</b></td> <td style="text-align: right;"><b>\$</b></td> <td style="text-align: right;"><b>344,335.90</b></td> </tr> </table>	<b>Does item have a cost?</b>	<u>Yes</u>	<b>Item Cost</b>	\$	55,664.10	<b>Budget Adjustment Attached?</b>	<u>No</u>	<b>Budget Adjustment</b>					<b>Remaining Budget</b>	<b>\$</b>	<b>344,335.90</b>
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V20140710

Previous Ordinance or Resolution # \_\_\_\_\_

Original Contract Number: \_\_\_\_\_

Approval Date: \_\_\_\_\_

Comments:

**MEETING OF JULY 7, 2015**

**TO:** Mayor Lioneld Jordan  
**THRU:** Don Marr, Chief of Staff  
**FROM:** Terry Gulley, Transportation Services Director  
**DATE:** June 19, 2015  
**SUBJECT: Webtech Wireless Service Agreement**

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**RECOMMENDATION:**

Staff recommends approval of an Ordinance waiving the requirements of formal competitive bidding and approving an agreement with Webtech Wireless for a 36-month fleet management tracking service subscription in the amount of \$50,444.00 plus estimated shipping and sales tax for a total of \$55,664.10.

**BACKGROUND:**

The implementation of a fleet management GPS tracking service will allow the Transportation Division to increase productivity, while meeting the needs of the City and the citizens more effectively.

This service provides vehicle tracking along with extensive and customizable reporting, which will allow for the analysis of in-depth historical information. Both historical and real-time data can be used to aid management during inclement weather by tracking routes and progress during snow and ice removal and also throughout the year to track vehicles and equipment that provide other routine services such as street sweeping.

**DISCUSSION:**

Transportation Division staff have contacted several GPS service providers, in addition to Webtech Wireless, including Teletrac, Location Technologies, Inc., and Verizon Wireless. Webtech Wireless is the only company with the ability to provide certain important features, such as the monitoring of vehicles in real-time and the ability to change reported routes to a different color as they are completed. For this reason, Transportation Division management has determined that formal competitive bidding would not be feasible for this type of service.

**BUDGET/STAFF IMPACT:**

Funds for the purchase of this service have been budgeted in Street Fund and the Transportation Division intends to remit payments via procurement card.

**Attachments:**

Webtech Wireless Service Agreement  
Standard Terms & Conditions

**Date:** June 10, 2015  
**Account Rep:** Meghan Price  
**Webtech Rep:** Meghan Price

**Shipping Preferences:** Priority  
 Shipping Acct. #  
**Opp. ID:** OAVANA000FPH **Acct. ID:** Unknown

**Bill To**
**Ship To**

Company: CITY OF FAYETTEVILLE, AR  
 Address: 1525 S. Happy Hollow Road  
 Fayetteville, AR 72701  
 Phone: (479) 841-0753  
 Email: tgulley@fayetteville-ar.gov  
 Attn: Terry Gulley  
 GST / Tax ID  
 Installed By: Webtech Wireless

Fax:

Company: CITY OF FAYETTEVILLE, AR  
 Address: 1525 S. Happy Hollow Road  
 Fayetteville, AR 72701  
 Phone:  
 Email:  
 Attn:

**Subscription Plan (36 Month Term)**

Product Name	Description	Item Number	Qty	Term Months	Price	Ext. Price
Track and Trace Fleet	Fleet management track and trace solution for fleets, includes equipment, activations and subscription plan services with 5 minute reporting frequency.	01-55-0004	25	36	\$22.95	\$573.75

Total Monthly (Before Tax): \$573.75

**Notes:** Data plan to be billed separately by carrier.

**Monthly Services**

Product Name	Description	Item Number	Qty	Term Months	Price	Ext. Price
Activation and Access to Advanced Telemetry Report	Activation and Access to Advanced Telemetry Report	06-56-0001-00.0	13	NA	\$5.00	\$65.00
10 Second Reporting Frequency for Track and Trace Fleet	Sets the reporting frequency to 10 seconds.	06-01-0013-00.0	25	36	\$2.00	\$50.00
Report - Monthly Recurring Fee	Monthly Fee for Reports and Automatic Emails; TBD based on Report Type and Total Number of Units; Monthly fee 1-99=\$5.00/Unit/Month 100-499=\$4.00/Unit/Month 500+=\$3.00/Unit/Month	06-04-0078-00.0	25	36	\$5.00	\$125.00

Total Monthly (Before Tax): \$240.00

**Products**

Product Name	Description	Part Number	Qty	Term Months	Price	Ext. Price
Telemetry - Hydraulic Pressure sensor 100 to 1500PSI	Requires T Adapter and DB25 Cable	03-09-0105-00.0	3	NA	\$175.00	\$525.00
Bracket - Proximity Main Plow Sensor Bracket	Requires Pepperl+Fuchs Proximity Sensor After Market Plow Sensor -2 Parts 01901285 Mounting Plate & 01901286 Adjustable Sensor Arm Welding is required	03-04-0065-00.0	13	NA	\$50.00	\$650.00
Bundle - 12v Auto Relay with Harness	Bundle Includes Both the Relay (03-14-0004-00.0) and the Relay Wiring Harness (70-06-0066-00.0)	03-33-0049-00.0	13	NA	\$13.00	\$169.00
Telemetry - Proximity Sensor Cordset 10 Meters	Requires proximity sensor. Regular proximity sensor cordset is 5 Meters.	03-09-0150-00.0	14	NA	\$70.00	\$980.00
Telemetry - Proximity Sensor without Cordset	Requires Cordset, Proximity Bracket and DB25 Cable. E2ft Proximity Sensor Pepperel/Fuchs Sensor Only	03-09-0103-00.0	14	NA	\$100.00	\$1,400.00

Total (Before Tax): \$3,724.00

**Notes:** All Prices in USD Dollars. Actual shipping cost to be determined at time of shipment and not included in this quotation.

### Professional Services

Product Name	Description	Item Number	Qty	Term Months	Price	Ext. Price
Report - Route Completion Report	Spreader Controller or Input Data is required. \$4,800 - \$TBD additional dependent on GIS Engineering effort required. Applicable monthly fee is 1-99= \$5.00/unit/month, 100-499=\$4.00/unit/month, 500+=\$3.00/unit/month.	05-05-0042-00.0	1	NA	\$4,800.00	\$4,800.00
Monitoring Module - Live Status Monitoring Module	No Specific Vehicle or Hardware Requirements Referencing The City of Buffalo; \$6,000- \$TBD Additional Dependent on Complexity of Client's Request and GIS Map Data; Applicable Monthly Fee 1-99= \$5.00/Unit/Month 100-499=\$4.00/Unit/Month 500+=\$3.00/Unit/Month	05-05-0050-00.0	1	NA	\$6,000.00	\$6,000.00
Services - Project Manager (daily rate)	Hourly rate \$200. Daily rate \$1,600.	05-05-0018-00.0	1	NA	\$4,400.00	\$4,400.00

Total (Before Tax): \$15,200.00

**Notes:** All Prices in USD Dollars. Training, certification and project management services save time, improve ROI and help you maximize the use of your fleet management system. Please refer to section 23 of the Terms and Conditions for more details on 'Refusal of Services'.

**Required SIM/Wireless Information:**

**SIM Card Provider:**

**Wireless Services Invoiced By:**

Carrier:

Customer Carrier Representative:

Customer Account BAN:

**Customer Agreement**

By signing this Quotation, the Customer acknowledges that it has received, read and understands the Standard Terms and Conditions, this Quotation and any relevant exhibits related to the products and services provided by Webtech Wireless Inc. (the "Agreement") and agrees to be bound by the terms and conditions of such Agreement. A copy of Webtech Wireless Inc.'s Standard Terms and Conditions applicable to this Quotation is attached to this Quotation, and is also available to review online at: <http://marketing.webtechwireless.com/WEWStandardTermsConditions.pdf>. The Standard Terms and Conditions include details on how the Customer will be charged for the products and services, how the Customer's services can be suspended or terminated, and legal details on limitation of liability, warranties and indemnification. The Customer acknowledges that this Quotation cannot be terminated except as provided for in the Standard Terms and Conditions. The Customer acknowledges it will be responsible for payment of all charges provided for in the Agreement.

Opp. ID: OAVANA000FPH
I,
On behalf of,
am duly authorized to legally and financially commit my organization to this agreement.
Title
Date
Signature

**Payment Method**

- Check  Include a copy of check  
Wire Transfer  Include a copy of the transfer document or confirmation number  
Credit Card  Complete the Credit Card Authorization below and fax to +1 604 434 5270. For full payment amount, freight quote is required.

**Credit Card Authorization**VISA  MasterCard 

Credit Card Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Invoice Amount: \$ \_\_\_\_\_

Total Charge: \$ \_\_\_\_\_

Name on Card: \_\_\_\_\_

Signature: \_\_\_\_\_

*I hereby certify that I am the cardholder and authorize Webtech Wireless Inc. to charge my card in the amount referenced above. I understand and agree that an additional charge for shipping may be charged to my card at time of invoicing.*  
**Payment will not be processed without signature**

Organization Name: \_\_\_\_\_

Organization Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Billing Address:  If same as aboveConfirmation Needed:  Fax

\* Incomplete forms will result in non-processing of payment and may delay your order

### Customer Account Setup

#### Company Information

Company Legal Name:	Parent Company:		
DBA (if applicable):	Owner / Partner Name:		
Address:	City:	Prov / State:	Postal / Zip Code:

#### Credit Information

Accounts Payable Contact:	Telephone:	Fax:	Email:
Federal Tax ID #:	Type of Business:	Year Established:	
Does your company issue purchase orders?	Yes <input type="checkbox"/> No <input type="checkbox"/>	D & B Number:	

#### Bank Reference

Bank Reference:	Contact:	Telephone:	Email:
Checking Account #:	Loan#:		
Address:	City:	Prov / State:	Postal / Zip Code:

#### Trade References

Trade Reference #1:	Contact:	Telephone:	Email:
Address:	City:	Prov / State:	Postal / Zip Code:
Trade Reference #2:	Contact:	Telephone:	Email:
Address:	City:	Prov / State:	Postal / Zip Code:

**APPLICANT'S SIGNATURE ATTESTS FINANCIAL RESPONSIBILITY, ABILITY AND WILLINGNESS TO PAY WEBTECH WIRELESS INVOICES PROMPTLY IN ACCORDANCE WITH OUR STANDARD TERMS & CONDITIONS:**

The above information is for the purpose of obtaining credit and is warranted to be true. I hereby authorize the firm whom this application is made to investigate the references listed pertaining to our credit and financial responsibility.	Print Name:	Title:
	Signature:	Date:

Customer's Wireless Carrier: _____	Authorized Name on the Account: _____
Wireless Carrier Contact Name: _____	Contact Phone: _____
Contact Email: _____	

#### Internal Use Only

Estimated Hardware Sales \$	Estimated Services (per month) \$
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**For internal use only****General information:**

Spare Qty (If applicable):	
Billing Schedule (e.g. monthly, annually):	
Active Period (If applicable):	
Standby Period (If applicable):	

**If the recurring services sold on this order only apply to specific serial numbers, please list those serial numbers:**

**If the recurring services only apply to specific devices in this order, please list exactly which services apply to what device types:**

**Please list any other general notes or instructions for order fulfillment below:**

## Webtech Wireless Inc. Standard Terms & Conditions

These Standard Terms and Conditions apply to the purchase and sale of products and the performance of services under all sales quotations and orders (“**Orders**”) agreed between Webtech Wireless Inc. (“**Webtech**”) and the customer named in such Order (“**Customer**”). Together, these Standard Terms and Conditions, the relevant Order and all Exhibits form the agreement (this “**Agreement**”) between Webtech and Customer with respect to such products and services. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Webtech and Customer agree as follows:

**1. Definitions:** In this Agreement, the following terms have the following meanings:

- (a) “**Agreement**” means these Standard Terms and Conditions, the relevant Order and all Exhibits;
- (b) “**Applicable Date**” means the date that is twenty-four (24) months from the Effective Date of this Agreement;
- (c) “**Claims**” means all claims, suits, demands, judgments, losses, injuries, obligations, liabilities, costs, damages, and expenses of whatever form or nature, including, without limitation, attorneys’ fees, experts’ and consultants’ fees, and other costs of legal defense;
- (d) “**Confidential Information**” means all information, software, passwords, account information, reports, records, documents, technical data or know-how including, but not limited to, that which comprises or relates to the party’s confidential and proprietary technology, trade secrets, hardware, specifications, designs, plans, research, developments, processes, intellectual property, business plans and strategies, customer names and other information related to customers, pricing and financial information or other business and/or technical information and materials, in oral, demonstrative, written, electronic, graphic or machine-readable form, and also includes the terms of this Agreement; provided, however, that “Confidential Information” does not include any information that: (a) is or becomes publicly available without breach of this Agreement; (b) is disclosed to a party by a third party, provided such information was not obtained by said third party, directly or indirectly, from the other party on a confidential basis; (c) is already known to a party without confidentiality obligations; or (d) is independently developed or discovered by a party without reference to Confidential Information of the other party;
- (e) “**Customer**” means any customer named in an Order;
- (f) “**Customer’s Indemnified Parties**” means Customer and its affiliates, agents, employees, officers, directors, successors, and assigns;
- (g) “**Customer’s Personnel**” means Customer’s employees, contractors, officers, directors, agents or representatives;
- (h) “**Early Change Fee**” or “**ECF**” has the meaning given to such term in Section 19;
- (i) “**Early Termination Fee**” or “**ETF**” means a fee equivalent to the applicable aggregate monthly fees for the Products, Services, and Subscription Plan, as applicable, for the remainder of the Initial Term or any then current Renewal Term (had the Agreement not been so terminated or cancelled), as applicable;
- (j) “**Effective Date**” means the date on which the Order is signed by Customer;
- (k) “**Equipment**” means any Webtech supplied device, equipment or hardware used to access the Services or used in conjunction with the Services;
- (l) “**High-Risk Activities**” means any life support, emergency, mission critical or other ultra-hazardous activities;
- (m) “**Improvements**” means any modifications, enhancements, changes or new proprietary information that is developed in relation to the Products or Services;
- (n) “**Initial Term**” means a period of (3) years, beginning on the Effective Date, and continuing for a period of three (3) years;
- (o) “**Monthly Services**” means any services subscribed for on an ongoing basis, including Options, that are not covered by a Subscription Plan;
- (p) “**Options**” means any optional ongoing services used in conjunction with the Products and Services;
- (q) “**Order**” means any sales quotation or order agreed to between Webtech and the Customer;
- (r) “**Products**” means any Webtech products including equipment, hardware and software set forth in the Order; provided, however, that “Products” does not include any third party products or products that are otherwise not considered by Webtech to be Webtech’s standard products, which Webtech may supply from time to time to Customer, or source for Customer from a third party, upon Customer’s request;
- (s) “**Professional Services**” means any one time services such as installation, training, project management or other such services not invoiced monthly;
- (t) “**Proprietary Rights**” means any patent rights, copyrights, trademarks, trade names, know-how, trade secrets and other intellectual property rights which are protected by domestic and international laws and regulations;
- (u) “**Renewal Term**” has the meaning given to such term in Section 18;
- (v) “**RMA**” means “Returned Material Authorization” number;
- (w) “**Services**” means the Professional Services, Subscription Plan Services, Monthly Services and other services set forth in the Order;
- (x) “**Software**” means any software, including third party software, any firmware incorporated in the Equipment and software components of the interface;
- (y) “**Specifications**” means any specifications for the Equipment as officially published by Webtech;
- (z) “**Subscription Plan**” means any monthly subscription plan providing for the provision of Products and Services;
- (aa) “**Subscription Plan Services**” means any services included in a Subscription Plan;
- (bb) “**Term**” means the Initial Term, together with all Renewal Terms;
- (cc) “**Updates**” means any updates, upgrades, enhancements or modifications;
- (dd) “**Warranty Period**” means the period beginning on the date of shipment of the Equipment to Customer and ending with

the earlier of the termination of the Initial Term or cancellation of this Agreement; and

(ee) “Webtech” means Webtech Wireless Inc.

**2. Products and Services:** Webtech agrees to provide to Customer, and Customer agrees to obtain from Webtech, the Products and Services set forth in the Order, in accordance with the terms and conditions of this Agreement. Such Products and Services may include Equipment, Subscription Plans, Monthly Services, Options, Professional Services, or other products and services as set forth in the Order. Webtech and Customer shall enter into a separate Order or agreement with respect to any third party products or products that are not otherwise considered by Webtech to be Products.

**3. Product Delivery:** Title and risk of loss in the Products shall pass to Customer at the time Webtech delivers the Products to a third party carrier for shipment to Customer. Webtech shall not be liable for any delay in transportation of the Products, or non-delivery of the Products for any reason beyond its reasonable control.

**4. Installation:** The parties shall each make commercially reasonable efforts to schedule and complete Webtech’s “standard installation” of the Products within thirty (30) days following receipt of the Products by Customer. Customer shall arrange for vehicle availability and provide a conducive environment (install bay) so that installations can be performed efficiently. Webtech’s “standard installation” includes installation of the Products in authorized vehicles. Customer authorizes Webtech to enter or have access to such vehicles to install, maintain, inspect, repair, remove, replace, modify, upgrade or improve the operation of the Products. Customer shall pay to Webtech the standard fees charged by Webtech for such “standard installation”. Customer may be charged additional fees, including, without limitation, ‘trip fees’ and ‘no show’ fees. Installations that are not “standard installations” include but are not limited to, the “Engine Alternator” installation, and may be subject to separate or additional terms and conditions. Customer acknowledges that, in connection with the installation and any maintenance of the Products, Webtech or its assignees, agents and contractors may modify or alter, including, without limitation, drill holes, cut panels or rewire the vehicles in which the Products are installed. Webtech shall not be responsible for, and makes no assurances regarding, the restoration of such vehicles to their unmodified or unaltered condition. Customer shall be responsible for confirming the effect (if any) of any such installation work on any vehicle manufacturer’s warranty, and Webtech shall have no responsibility or liability in connection therewith.

**5. Technical Support Services:** Only Customer’s authorized account contacts may request information, changes or technical support pursuant to this Agreement. Monthly Services and Subscription Plans include technical support services to be provided by Webtech. Webtech shall use commercially reasonable efforts to maintain a standard response time to technical support issues. Webtech’s response time will depend on the complexity of the inquiry and support request volume. Webtech’s Technical Support Department assigns the highest priority to customer inquiries related to server unavailability. The estimated time to respond does not apply to inquiries that require extensive research and testing. Technical support services shall be available as follows:

(a) For Webtech Fleet Center: by email at [support@webtechwireless.com](mailto:support@webtechwireless.com) or by calling Webtech’s support line at 1-866-945-4568 between the hours of 6:00 a.m. and 5:00 p.m. Pacific Standard Time Monday to Friday, and between 8:00 a.m. and 4:30 p.m. Pacific Standard Time on Saturday.

(b) For InterFleet Products: by email at [customersupport@webtechwireless.com](mailto:customersupport@webtechwireless.com) or by calling InterFleet’s support line at 1-877-434-4844x4 between the hours of 7:30 a.m. and 5:00 p.m. Eastern Standard Time Monday to Friday.

**6. Service Levels:** Webtech shall provide the Services as agreed in the applicable Order. Customer is responsible for providing all required computer equipment to end users, internet access and cellular connection with sufficient bandwidth to access the Services and a single point expert administrator to support end users with access to the Services. Under no circumstances will Webtech be responsible for (a) loss of access to the Services due to computer system or network connectivity issues at the Customer’s premises or in the Customer’s vehicles or due to general internet outages or response times, or (b) the terms, conditions or obligations arising from agreements between Customer or its end users and any internet or cellular network or airtime provider in connection with the Products or Services.

**7. Software License:** Subject to the terms and conditions of this Agreement, including, without limitation, the payment of all amounts owing by Customer hereunder, Webtech hereby grants to Customer a non-exclusive, non-transferable, revocable license to use the Software, solely for the purpose of using the Products in Customer’s authorized vehicles in accordance with the terms and conditions of this Agreement.

**8. Terms of Use:** Customer shall not use the Products, Services, Equipment or Software to transmit, distribute or store materials or conduct activities: (a) of an illegal or unlawful nature under the laws of Canada, the province of British Columbia or any other applicable jurisdiction; (b) that interfere with or adversely affect the Software or Services or the use of the Software or Services by other Customers; (c) that are threatening or defamatory or otherwise injurious to the business reputation of others; or (e) that may expose Webtech to criminal or civil liability. Customer is solely responsible for any materials that its end users store, transmit, download, view, post, distribute or otherwise access or make available using the Products, Services, Equipment or Software.

Customer and its end users shall not, and shall not assist anyone else to, use the Products, Services, Equipment or Software to: (a) attempt to disrupt, degrade, impair or violate the integrity or security of the Software or Services or the computers, services, accounts or networks of any other party, or conduct any activity that typically precedes attempts to breach security such as scanning, probing or other testing or vulnerability assessment activity; (b) view, modify or tamper with files not owned by Customer, unless the owner of such files has given Customer explicit permission to do so; (c) violate any charters, policies, rules or agreements promulgated by any search engines, subscription Web services, chat areas, bulletin boards, Web pages or other services accessed via the Services or Software; or (d) violate the applicable acceptable use policies of any Internet Service Providers, or “ISPs”, when data, content or other communications are carried across the networks of such ISPs.

Access to the Products and Services shall be restricted to authorized employees of Customer. Customer shall not, without Webtech’s prior written consent, use, duplicate, or disclose any technical data or any information on the construction or operation of the Products for any purposes other than for the installation, operation or maintenance of the Products in accordance with this Agreement. Customer agrees that it shall not (a) translate, decompile, disassemble, compile or reverse engineer the Products or Services for any purpose, including, without limitation, to gain access to the source code within the Products to create a derivative product; (b) sell, assign, transfer, rent, lease, sublicense or distribute rights to the Products or Services, in whole or in part; (c) remove any proprietary notices or labels from the Products or Services; or (d) use the Products or Services to configure any other product.

The above restrictions shall survive the termination or expiry of this Agreement. Customer agrees to provide Webtech with such access to Customer personnel, facilities, vehicles and documentation at such times as Webtech may reasonably request to audit Customer’s compliance with the requirements and restrictions set forth in this Agreement.

**9. Prices, Taxes, Payment:** Any written price quotation, either pursuant to this Agreement or any other form, shall become void unless accepted by Customer within thirty (30) days of the date thereof, unless sooner revoked or rejected by Webtech. Customer shall pay Webtech for the Products and the Services in the amounts set forth in the applicable Order, and in accordance with the payment terms set forth in this Agreement. All prices quoted, all orders accepted, and all billings rendered are exclusive of all shipping, federal, state/provincial and local withholding, excise, sales, use and similar taxes, fees, or charges imposed by any governmental authority on the applicable transaction, which shall be paid by Customer. On the date an Order is agreed between Webtech and Customer, Customer shall pay to Webtech 50% of all fees set forth on the Order for the Products, Professional Services and any other Services and fees not billed monthly. Customer shall pay to Webtech the balance of such fees for the Products, Professional Services and any other Services and fees not billed monthly, within thirty (30) days after Webtech's delivery of an invoice for such fees to Customer. During the Term, Customer shall pay Webtech for the Products and Services that are billed monthly including Monthly Services and Subscription Plan, on a monthly basis in advance, within 30 days after Webtech's delivery of an invoice for such monthly fees to Customer. Webtech shall commence invoicing Customer for the monthly fees for the Products and Services fourteen (14) days after the Products are shipped to Customer, regardless of whether the Products have been installed in Customer's vehicles. Customer must notify Webtech of any discrepancies regarding charges or billings within sixty (60) days of the date of the applicable invoice. If Customer fails to notify Webtech of any discrepancies within this time period, Customer shall be deemed to have accepted all such charges and billings. Webtech may charge Customer a fee of \$50.00 for any cheque returned due to insufficient funds. Webtech may perform credit verification on Customer, as Webtech deems necessary in its discretion, and Customer authorizes Webtech to obtain information about its credit history from credit reporting agencies and credit grantors. Provision of the Products and Services shall be subject to Webtech's approval of Customer's credit history, from time to time. The amount of credit may be changed or withdrawn completely by Webtech at any time. On any Order for which credit is not extended by Webtech, shipment or delivery of Products shall require from Customer, at Webtech's election, payment in full, upon the signing of an Order and prior to shipment.

**10. Security Interest:** Webtech reserves, until full payment has been received, a purchase money security interest in the Products. Customer agrees to execute any document appropriate or necessary to perfect the security interest of Webtech, or in the alternative, Webtech may file this Agreement as a financing statement and/or chattel mortgage.

**11. Confidential Information:** Each party agrees to keep strictly confidential and not disclose or use for any purpose other than for performing its obligations under this Agreement, any Confidential Information of the other party. Neither party shall obtain any interest in the other party's Confidential Information by reason of this Agreement or by reason of the disclosure of such Confidential Information pursuant to this Agreement. Each party may disclose the other party's Confidential Information only to its directors, officers, agents, employees, and professional advisors who have a need to know such Confidential Information for the performance of this Agreement, provided that such directors, officers, agents, employees and professional advisors are bound by obligations of non-disclosure and non-use substantially the same in scope as those contained in this Section 11. Nothing in this Section will restrict a party's use or disclosure of its own Confidential Information.

Notwithstanding any provisions of this Section 11, either party may disclose the Confidential Information of the other party to applicable regulatory authorities or if required by judicial or administrative process or timely disclosure requirements imposed by law or by stock exchange policies, provided that such party first provides to the other party prompt notice of such required disclosure and maintains confidentiality to the greatest extent permissible.

Customer acknowledges and consents to the collection, use and disclosure of personal information (as that term is defined under applicable privacy legislation, including, without limitation, the *Personal Information Protection Act* (British Columbia)) regarding Customer by Webtech to verify personal information that has been provided about the Customer and to perform its obligations under this Agreement. Upon request by Customer, Webtech shall provide the position name or title and the contact information for an officer or employee of Webtech who is able to answer questions about the collection.

Webtech agrees and understands that this Agreement and documents submitted to the City pursuant hereto or prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville requesting such documents, Webtech will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

## **12. Intellectual Property:**

(a) No express or implied term of this Agreement conveys to Customer any Proprietary Rights in the Products or Services, or any Improvements, and Customer acknowledges Webtech's exclusive rights thereto. All rights to the Products, Services and any Improvements are owned by Webtech, its affiliates or licensors, and Webtech, its affiliates and licensors (as applicable) retain all rights in and to the Products, Services and all Improvements including, without limitation, the source code, object code, and any related information. Any rights not expressly granted in this Agreement are expressly reserved by Webtech.

(b) To the extent any Improvements do not immediately vest in Webtech, Customer hereby assigns all right, title and interest in and to such Improvements to Webtech and waives, for the benefit of Webtech and its successors, assigns, licensees and contractors, its moral rights (and any similar rights to the extent that such rights exist and may be waived in each and any jurisdiction in the world) in and to the Improvements. Customer covenants and agrees to do all such other things and to execute, or have executed, without further consideration, such documents as may be required for assigning, transferring, conveying and securing to Webtech the exclusive right, title, property, benefit and interest in and to the Proprietary Rights in the Products, Services and all Improvements.

**13. Representations and Warranties:** Each party represents and warrants to the other party that: (a) it has full power and authority to enter into this Agreement and perform its obligations hereunder; and (b) this Agreement is the legal, valid and binding, enforceable against such party in accordance with its terms.

**14. Limited Warranty:** Webtech warrants that for the Warranty Period, the Equipment shall (a) be free from defects in materials and workmanship; and (b) substantially conform to any applicable Specifications for such Equipment.

**15. Warranty Procedures.** Customer shall promptly notify Webtech in writing if any Equipment (a) contains defects in materials and workmanship, or (b) does not substantially conform to the Specifications (if any) for such Equipment, during the Warranty Period, and request an RMA from Webtech. Promptly following its receipt of a RMA from Webtech, Customer shall send such Equipment, freight and insurance prepaid by Customer, to Webtech or (at Webtech's option) a repair facility designated by Webtech. Customer shall ship such Equipment in the original shipping containers or in containers which provide equivalent protections, and

shall display the RMA on the outside of such containers. Webtech reserves the right to refuse to accept any returned Equipment that does not bear an RMA on the outside of the container. If Customer returns any Equipment to Webtech during the Warranty Period, Webtech shall, at its sole option and expense, repair or replace such Equipment. Customer shall be responsible for any de-installation and re-installation fees, if applicable. This Section states Customer's sole remedy, and Webtech's sole liability, arising out of the limited warranty provided by Webtech under Section 14.

**16. Limitations.** The limited warranty under Section 14 does not apply in the case of: (a) non-conformities, defects or errors in any Equipment due to accident, abuse, misuse or negligent use of the Equipment, use of the Equipment in a manner other than as intended by Webtech, use of the Equipment in environmental conditions not conforming to Webtech's instructions, or failure to follow operating maintenance procedures prescribed by Webtech with respect to the Equipment; (b) defects, errors or non-conformities in any Equipment due to normal wear and tear; (c) damage to any Equipment caused by force of nature or act of any third party; (d) any third party equipment or equipment that are otherwise not considered by Webtech to be Webtech's standard equipment, which Webtech may supply from time to time to Customer, or source for Customer from a third party, upon Customer's request; or (e) any installation or other services that are not considered by Webtech to be Webtech's standard services (including, without limitation, the "Engine Alternator" installation), which Webtech may supply from time to time to Customer, upon Customer's request.

**17. No Other Warranty.** EXCEPT AS EXPRESSLY SET FORTH IN SECTION 14, TO THE GREATEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING WEBTECH'S INVOLVEMENT IN THE INSTALLATION AND INITIAL TESTING OF THE FUNCTIONALITY OF ANY PRODUCT, WEBTECH MAKES AND CUSTOMER RECEIVED NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE PRODUCTS OR ANY SERVICES PROVIDED HEREUNDER, AND WEBTECH SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.

**18. Term:** This Agreement shall be effective for the Initial Term, unless renewed or terminated in accordance with the terms of this Agreement. The Initial Term shall thereafter automatically renew for successive periods of one (1) year each (each, a "**Renewal Term**"), unless Customer provides at least 30 days' written notice prior to the end of the Initial Term or the then current Renewal Term to Webtech that it does not wish to renew the Agreement.

**19. Product and Service Changes:** Subject to the terms of this Agreement, Customer may request a change to an existing Product or Service as follows.

(a) If a request for a change involves a change to a Subscription Plan or Equipment which is part of a Subscription Plan and it is made within the first twenty-four (24) months of the Term, than an Early Change Fee ("ECF") shall be payable. The ECF shall be a lump-sum payment equal to the value of the applicable aggregate monthly fees for the Subscription Plan and any applicable Options due under the Agreement from the date of the change to the Applicable Date. From and after the Applicable Date, Customer shall be entitled to upgrade or downgrade a Subscription Plan or Equipment which is part of a Subscription Plan without payment of an ECF.

(b) If a request for a change involves a change to Equipment which has been purchased by the Customer then the Customer shall be entitled to upgrade or downgrade at any time after the Equipment has been fully paid.

(c) Notwithstanding the foregoing, changes in a Subscription Plan or Equipment, whether part of a Subscription Plan or purchased,

may only be made if: (i) Customer's account is in good standing; (ii) the Customer enters into a new Agreement with a term of three (3) years from the date of the change; and (iii) Customer continues with their existing Subscription Plan or enters into a new Subscription Plan. Customer shall also be responsible for any one-time fees associated with the change, including but not limited to fees for Professional Services and administration, as applicable.

(d) Any Equipment that is being replaced becomes the property of Webtech and must be returned to Webtech. The Customer is to request an RMA from Webtech prior to shipping to Webtech. Promptly following its receipt of an RMA from Webtech, Customer shall send such Equipment, freight and insurance prepaid by Webtech, to Webtech or (at Webtech's option) to an authorized recycler.

(e) Additions or changes to Options not requiring a change to a Subscription Plan or Equipment may be made at any time. To add or change Options only, no change shall be made to the Term or any applicable term of this Agreement. Upon an addition or change to an Option, Customer shall pay any Professional Services or Products fees associated with the change,, as applicable.

**20. Cancellation:** There shall be no cancellation or amendment by Customer of any order for the Products and Services as set forth in the Order, after the Products have been shipped to Customer except as expressly set forth in Section 18 or Section 19. If any proceeding is brought by or against Customer under bankruptcy or insolvency laws, Webtech shall be entitled to terminate this Agreement and any Product and Services to be provided hereunder. Webtech may suspend or terminate this Agreement and the performance of Services or any subsequent delivery of any Products, without liability, if Customer breaches this Agreement, including, without limitation, by non-payment of any amounts due to Webtech hereunder. If Customer promptly cures any such breach to the satisfaction of Webtech, Webtech may, in its sole discretion, re-activate the Agreement and performance of the Services upon payment by Customer of Webtech's restoration fee then in effect, which shall not be less than \$50.00 per Product purchased by Customer. If Webtech terminates this Agreement as a result of Customer's breach, or if Customer wishes to cancel any Services prior to the completion of the Term, other than in accordance with Section 18 of this Agreement, the parties agree that the damage suffered by Webtech will be difficult to ascertain. As a result, upon such termination or cancellation, Customer agrees to pay Webtech, as liquidated damages and not as a penalty, the Early Termination Fee. Customer shall pay the ETF to Webtech within 30 days following the date of the invoice for the ETF from Webtech. Customer shall not be required to return any Equipment upon termination or cancellation of this Agreement pursuant to this Section.

**21. Indemnification by Customer:** Customer shall indemnify and hold harmless Webtech, its employees, contractors, officers, directors, representatives, successors, assigns and agents from and against any and all Claims arising in whole or in part from: (a) the negligent acts or omissions or willful misconduct of Customer or Customer's Personnel; (b) Customer's or Customer Personnel's use of the Products or Services, Webtech's Confidential Information, or any Proprietary Rights therein, or failure to use the Products or Services, Webtech's Confidential Information, or any Proprietary Rights therein, in accordance with the terms and conditions of this Agreement; (c) Customer's or Customer Personnel's violation of the rights of any third parties; or (d) any other breach of this Agreement by Customer or Customer Personnel; provided, however, that the foregoing indemnity shall not apply to the extent that any Claims are determined by a final judgment to be caused by the negligence or willful misconduct of Webtech.

**22. Indemnification by Webtech:** Subject to Section 23, Webtech shall indemnify and hold harmless the Customer's Indemnified Parties from any Claims asserting that the Products or Services, or the use thereof, constitute(s) an infringement of any patent, copyright, trade secret, trademark, service mark, or other intellectual property right of any third party; provided, however, that Webtech shall have no liability or obligation to Customer with respect to any Claim to the extent such Claim is based on: (a)

Products or Services for which Customer both provided and controlled the detailed design; (b) Customer's use of the Products or Services in an application or environment or on a platform or with equipment or devices for which the Products or Services were not designed or contemplated to be used; (c) any intellectual property that Customer, or any of its affiliates, owns or has exclusive rights to; (d) failure of Customer to install any corrections or enhancements to the Products or Services made available by Webtech; or (e) modifications, alterations, combinations or enhancements of the Products or Services not created by Webtech. If, because of such Claims, any Customer's Indemnified Party's use of any Products or Services provided by Webtech is enjoined or prevented as contemplated herein, Webtech will, at its own expense and option, either procure for Customer's Indemnified Party the right to continue using the Products or Services or replace or modify such Products or Services with substantially similar and functionally equivalent non-infringing products or services. The foregoing states the sole and exclusive liability of Webtech and its affiliates for such Claims. Customer shall immediately notify Webtech of any such Claim.

**23. Limitation of Liability:** EXCEPT AS EXPRESSLY PROVIDED HEREIN, WEBTECH SHALL NOT BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, NOR FOR ANY LOSS OF BUSINESS, LOSS OF USE OR OF DATA, INTERRUPTION OF BUSINESS, LOST PROFITS OR GOODWILL, OR OTHER INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THIS AGREEMENT, EVEN IF WEBTECH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THIS EXCLUSION INCLUDES ANY LIABILITY THAT MAY ARISE OUT OF THIRD-PARTY CLAIMS AGAINST CUSTOMER. WEBTECH'S TOTAL LIABILITY UNDER THIS AGREEMENT, IN ALL CIRCUMSTANCES, SHALL NOT EXCEED THE PRICE PAID BY CUSTOMER FOR THE PRODUCTS SET FORTH IN THE RELEVANT QUOTATION.

**24. Customer Acknowledgements:** Customer acknowledges and agrees that (a) data collected by the Products while out of coverage or without calling connectivity may not be stored and retrieved by Customer when coverage or calling connectivity is restored; (b) data collected by the Products are not provided in real time and delays in receipt of data are normal; (c) data will be stored on Webtech's server(s) for a limited amount of time as determined by Webtech, in its sole discretion, after which time the data will be archived and Customer will be charged for any data retrieval; (d) Product (GPS) antennae should have an unobstructed view of the sky; (e) the Products may not operate in enclosed spaces, in buildings, between tall buildings, underground or in canyons; (f) although portions of the Products and Services are encrypted, the Products and Services are capable of being intercepted without knowledge of or permission from Webtech by third parties; (g) Webtech is not a party to nor responsible for the terms, conditions or obligations arising under any agreements between Customer or its end users and any internet, cellular network or airtime provider; (h) Customer may not be able to cancel agreements between Customer and its cellular network or airtime provider upon commercially reasonable terms or at all; (i) Customer must notify Webtech of any change or cancellation relating to its internet, cellular network or airtime providers, and pay all applicable fees to Webtech in connection with any resulting installation, reconfiguration or other services as may be required to be performed by Webtech in relation to the Products or Services as a result of any such change or cancellation; (j) Webtech assumes no responsibility for improper storage of data or information or delivery of messages; (k) Customer assumes the entire risk in downloading or otherwise accessing any data, information, files or other materials obtained from Webtech's website, even if Customer has paid for or otherwise been provided virus protection services from Webtech; and (l) Webtech shall have the right to use, for any purpose, anonymous summary data and data analysis collected by the Products and/or stored on Webtech's server(s).

**25. Installation of Updates:** In its sole discretion, Webtech may provide or install any Updates to the Software remotely and wirelessly, without the knowledge of Customer. Customer hereby acknowledges that such Updates are necessary in order to continue receiving the Services and grants consent to Webtech to deploy and apply such Updates. For greater certainty, Webtech is under no obligation whatsoever to provide such Updates to Customer.

**26. Consequences for Refusal of Services:** (a) If Customer wishes to self-install the Products but refuses to receive or obtain "Installer Certification" from Webtech, then the limited warranty under this Agreement shall be void and Webtech shall have no obligation to Customer in connection therewith. For clarity, the "Installer Certification" is the minimum service required to self-install Webtech's Products; (b) If Webtech recommends and Customer refuses Webtech's "Introduction to Webtech Fleet Center" training program, then Webtech reserves the right to charge Customer for support calls to Webtech's Technical Support Department if such calls are due to lack of such training, in Webtech's reasonable opinion. For clarity, the "Introduction to Webtech Fleet Center" is the minimum required training for standard operation of Webtech Fleet Center; (c) If Webtech recommends and Customer refuses Webtech's "Installation Coordination", then Customer shall accept responsibility for coordination and scheduling of installations and any associated costs due to schedule delays. For clarity, Webtech's "Installation Coordination" organizes the Product installation process, verifies quantity installed and installation standards for each vehicle; (d) If Webtech recommends and Customer refuses Webtech's "Product Configuration", then Customer agrees to pay Webtech's reasonable fees for future change requests to standard product configuration. For clarity, Webtech's "Product Configuration" provides Webtech and Customer with an assessment of Customer's reporting and data flow requirements, product selections, and configuration files.

**27. Coverage and Data Transmission:** Customer acknowledges and agrees that the Products, Services and the data transmission are dependent on the coverage of cellular, GPS and Internet networks owned and operated by third parties, and that operation of the Product depends on system availability and capacity, system and equipment upgrades, repairs, maintenance, modifications and relocations, Customer's equipment, terrain, signal strength, structural conditions, weather activities, acts of God and other conditions beyond Webtech's reasonable control. Customer acknowledges that some parts of North America have intermittent coverage or no coverage at all. Webtech is not responsible for data loss or data delays caused by limits in coverage or performance degradation due to any such conditions. Customer acknowledges that coverage of cellular, GPS and Internet networks may be interrupted, halted, or curtailed or the quality of the data transmission may be diminished at any time. The Products, Services and data transmission are dependent upon the availability of the Internet, GPS and cellular networks, which shall be accessed by Customer through third parties.

**28. Lost and Stolen Equipment:** Webtech shall not be responsible for, and shall not replace, any lost or stolen Equipment. Customer acknowledges and agrees that it will be charged the replacement value of any Equipment that is lost or stolen.

**29. High Risk Activities:** The Products and any modifications, alterations, additions or changes to the Products, are not fault tolerant and are not designed, manufactured or intended for use in High-Risk Activities. Webtech specifically disclaims any express or implied warranty of fitness for such High Risk Activities. Customer represents, warrants and covenants that it will not use, or permit to be used, the Products for such High Risk Activities, and Customer agrees to fully indemnify and hold harmless Webtech for any damages or other losses resulting from such use.

**30. Force Majeure:** Notwithstanding anything else in this Agreement, no default, delay or failure to perform on the part of Webtech shall be considered a breach of this Agreement if such

default, delay or failure to perform is due to causes beyond the reasonable control of Webtech, including without limitation, failure of a GPS network or cellular network or the Internet network, strikes, lockouts or other labor disputes, riots, civil disturbances, actions or inactions of governmental authorities or suppliers, epidemics, war, embargoes, severe weather, fire, earthquakes, acts of God or the public enemy, nuclear disasters, or default of a common carrier.

**31. Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas. Any application to this Agreement of the United Nations Convention on Contracts for the International Sale of Goods is expressly waived.

**32. Assignment:** This Agreement shall enure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and assigns. Customer shall not assign this Agreement, or any rights or obligations hereunder, without the prior written consent of Webtech. Webtech may assign this Agreement upon prior written notice to Customer.

**33. General:** The headings used in this Agreement are for convenience only and no meaning shall be ascribed to such headings. The waiver by Webtech of a breach of any provision of this Agreement by Customer shall not operate or be construed as a waiver of any subsequent breach by Customer. No delay or omission by Webtech in exercising any right, remedy or power hereunder or existing at law or in equity shall be construed as a waiver thereof. If any of the provisions herein or any part thereof are declared invalid or unenforceable by a court of competent jurisdiction, the validity and enforceability of the remainder of such provisions or parts thereof and the applicability thereof shall not be affected thereby. Each party agrees to comply with all applicable laws, including, without limitation, all applicable export laws, restrictions and regulations.

**34. Entire Agreement:** These Standard Terms and Conditions the relevant Order attached hereto and any Exhibits constitute the entire agreement between Webtech and Customer and supersede and replace all prior oral or written agreements, understandings, commitments and practices between Webtech and Customer with respect to the subject matter hereof. This Agreement may not be amended or modified except in writing by an instrument executed by the parties hereto. To the extent of any inconsistency between these Standard Terms and Conditions and the relevant Order, these Standard Terms and Conditions shall apply, unless expressly agreed otherwise.

**35. Response to Court Orders:** Notwithstanding any other provision herein, Customer hereby consents to Webtech providing any information relating to Customer, its vehicles, its use of the Products and Services, and any other information related thereto, as may be requested at any time by way of subpoena or other court order, and agrees to indemnify and hold harmless Webtech from all costs, liabilities, losses, or expenses arising in connection therewith.

**36. CUSTOMER ACKNOWLEDGES THAT, AS WITH ANY MAPS OR DRIVING DIRECTIONS, CUSTOMER SHOULD ALWAYS RECHECK DIRECTIONS AND DRIVING CONDITIONS FOR ACCURACY AND CONFIRM THAT THE ROAD STILL EXISTS, AND CUSTOMER SHOULD BE AWARE OF CONSTRUCTION AND OTHER HAZARDS AND FOLLOW ALL SAFETY PRECAUTIONS AND LAW. THE PRODUCTS AND SERVICES ARE TO BE USED ONLY AS AN AID IN PLANNING.**

**BY SIGNING THE ORDER, CUSTOMER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THIS AGREEMENT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**