

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH ASSETWORKS INC., THROUGH THE GSA COOPERATIVE NETWORK CONTRACT NO. GS-35F-317GA, FOR FUEL MANAGEMENT AND TELEMATICS SOFTWARE FOR THE FLEET SERVICES DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (FILE 8812 – AWARDED TO ASSETWORKS INC., FOR THREE (3) YEARS, WITH THE OPTION FOR TWO (2) ADDITIONAL ONE (1) YEAR EXTENSIONS, IN THE TOTAL FIVE (5) YEAR NOT-TO-EXCEED AMOUNT OF \$1,890,000.00).

WHEREAS, pursuant to Local Government Code 271.103, the U.S. General Services Administration's (GSA) Cooperative Program has solicited, received, and tabulated competitive bids for the purchase of necessary materials, equipment, supplies, or services in accordance with the procedures of state law and city ordinances; and

WHEREAS, the City Manager, or a designated employee, has reviewed and recommended that the herein described materials, equipment, supplies or services can be purchased by the City through the U.S. General Services Administration's (GSA) Cooperative Program at less cost than the City would expend if bidding these items individually; and

WHEREAS, this procurement was undertaken as part of the City's governmental function; and

WHEREAS, the City Council has provided in the City Budget for the appropriation of funds to be used for the purchase of the materials, equipment, supplies, or services approved and accepted herein; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The numbered items in the following numbered purchase order for materials, equipment, supplies, or services, shown in the "File Number" listed hereon, and on file in the office of the Purchasing Agent, are hereby approved:

<u>FILE NUMBER</u>	<u>VENDOR</u>	<u>AMOUNT</u>
8812	AssetWorks Inc.	\$1,890,000.00

SECTION 2. By the acceptance and approval of the above numbered items set forth in the attached purchase orders, the City accepts the offer of the persons submitting the bids to the U.S. General Services Administration's (GSA) Cooperative Program for such items and agrees to purchase the materials, equipment, supplies, or services in accordance with the terms, conditions, specifications, standards, quantities, and for the specified sums contained in the bid documents, and

related documents filed with the U.S. General Services Administration's (GSA) Cooperative Program, and the purchase orders issued by the City.

SECTION 3. Should the City and persons submitting approved and accepted items set forth in this ordinance wish to enter into a formal written agreement as a result of the City's ratification of bids awarded by the U.S. General Services Administration's (GSA) Cooperative Program, the City Manager, or their designated representative, is hereby authorized to execute the written contract which shall be attached hereto; provided that the written contract is in accordance with the terms, conditions, specifications, and standards contained in the Proposal submitted to the U.S. General Services Administration's (GSA) Cooperative Program, and the quantities and specified sums contained in the City's purchase orders and related documents referenced herein are approved and accepted.

SECTION 4. By the acceptance and approval of the above enumerated bids, the City Council hereby authorizes the expenditure of funds therefor in the amount and in accordance with the approved bids.

SECTION 5. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by _____ and seconded by _____. This ordinance was passed and approved by the following vote [____ - ____]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2025.

GERARD HUDSPETH, MAYOR

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Marcella Lunn



Docusign City Council Transmittal Coversheet

COOP	8812
File Name	Fuel Management and GPS
Purchasing Contact	kayla clark
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

**CONTRACT BY AND BETWEEN
CITY OF DENTON, TEXAS AND ASSETWORKS INC.
(File # 8812)**

THIS CONTRACT is made and entered into this date _____, by and between AssetWorks Inc., a Delaware corporation, whose address is 1001 Old Cassatt Road, Ste. 204, Berwyn, PA 19312, hereinafter referred to as "Supplier," and the **CITY OF DENTON, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City," to be effective upon approval of the Denton City Council and subsequent execution of this Contract by the Denton City Manager or his duly authorized designee.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

SCOPE OF SERVICES

Supplier shall provide products in accordance with the Supplier's quote, a copy of which is attached hereto and incorporated herein for all purposes as **Exhibit "C"**. The Contract consists of this written agreement and the following items which are attached hereto, or on file, and incorporated herein by reference:

- (a) Special Terms and Conditions (**Exhibit "A"**);
- (b) the GSA Cooperative MAS Contract GS-35F-317GA with AssetWorks Inc. (**Exhibit "B" on file at the office of the Purchasing Agent**);
- (c) AssetWorks Order Form Q-14535-4, Assetworks FuelFocus SOW, and Master Subscription Agreement (**Exhibit "C"**);
- (d) Certificate of Interested Parties Electronic Filing (**Exhibit "D"**);
- (e) Insurance Requirements (**Exhibit "E"**);
- (f) Form CIQ – Conflict of Interest Questionnaire (**Exhibit "F"**)

These documents make up the Contract documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the Contract documents, the inconsistency or conflict shall be resolved by giving precedence first to the written agreement then to the contract documents in the order in which they are listed above. These documents shall be referred to collectively as "Contract Documents."

Prohibition on Contracts with Companies Boycotting Israel

Contractor acknowledges that in accordance with Chapter 2271 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

Prohibition on Contracts with Companies Boycotting Certain Energy Companies

Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms "boycott energy company" and "company" shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to***

the City that Contractor: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the agreement. Failure to meet or maintain the requirements under this provision will be considered a material breach.

Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations

Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms “discriminate against a firearm entity or firearm trade association,” “firearm entity” and “firearm trade association” shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. *By signing this agreement, Contractor certifies that Contractor’s signature provides written verification to the City that Contractor: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.* Failure to meet or maintain the requirements under this provision will be considered a material breach.

Prohibition On Contracts With Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization

Sections 2252 and 2270 of the Texas Government Code restricts CITY from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. *By signing this agreement, Contractor certifies that Contractor’s signature provides written verification to the City that Contractor, pursuant to Chapters 2252 and 2270, is not ineligible to enter into this agreement and will not become ineligible to receive payments under this agreement by doing business with Iran, Sudan, or a foreign terrorist organization.* Failure to meet or maintain the requirements under this provision will be considered a material breach.

Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies

The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2274, and Contractor is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed an original for all legal purposes.

IN WITNESS WHEREOF, the parties of these presents have executed this agreement in the year and day first above written.

SUPPLIER

Signed by:
BY: Greg Richards
AUTHORIZED SIGNATURE

Printed Name: Greg Richards

Title: General Manager
(610) 687-9202

PHONE NUMBER

Greg.Richards@assetworks.com

EMAIL ADDRESS

greg.richards@assetworks.com

TEXAS ETHICS COMMISSION
1295 CERTIFICATE NUMBER

CITY OF DENTON, TEXAS

BY: _____
SARA HENSLEY, CITY MANAGER

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY ☐

DocuSigned by:
BY: Marcella Lunn
4B070831B4AA438...

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational obligations
and business terms.

DocuSigned by:
Thomas Gramer
SIGNATURE PRINTED NAME

Director

TITLE

Fleet

DEPARTMENT

Exhibit A
Special Terms and Conditions

1. Contract Term

The contract term will be three (3) year, effective from date of award. The City and the Supplier shall have the option to renew this contract for an additional two (2) one-year periods.

The contract shall commence upon the issuance of a Notice of Award by the City of Denton and shall automatically renew each year, from the date of award by City Council. At the sole option of the City of Denton, the contract may be further extended as needed, not to exceed a total of six (6) months.

2. Total Contract Amount

The contract total shall not exceed \$1,890,000. Pricing shall be per Exhibit B (GSA Cooperative MAS Contract GS-35F-317GA) as further detailed in Exhibit C (AssetWorks Order Form Q-14535-4 and Assetworks FuelFocus SOW) on file at the office of the Purchasing Agent.

Exhibit C



ORDER FORM

AssetWorks Inc.

1001 Old Cassatt Road Suite 204
Berwyn, PA 19312

Order #: Q-14535-4

Date: 5/22/2025

Expires On: 6/30/2025

To

Tom Gramer
City of Denton
601 East Hickory Street
Denton, TX 76205
(940)349-8424
tom.gramer@cityofdenton.com

This pricing is pursuant to GSA Contract #: GS-35F-317GA between AssetWorks and the above named Customer.

Annual FuelFocus SaaS License Fee

Description	QTY	Unit Cost	Total
SaaS - FuelFocus (per ICU) GSA# 760 (\$71.79 per mo X 12 mo=\$861.48) https://www.gsaadvantage.gov/advantage/ws/catalog/product_detail?itemNumber=760&mfrName=ASSETWORKS%20LLC&contractNumber=GS-35F-317GA	7	USD 861.48	USD 6,030.36
Veeder Root Integration License (Not in GSA as SaaS yet. Being added, but given the GSA appropriate discount) NOTE: Item not currently on the Federal Supply Schedule and provided as an Open Market item. https://www.acquisition.gov/far/subpart-8.4 (see section f)	2	USD 555.00	USD 1,110.00
FuelFocus Annual Saas Total:			USD 7,140.36

FuelFocus Hardware (One Time Purchase)

Part #	Description	QTY	UNIT PRICE	Line Total
2500-AE10-4J10-11AB-AW	FuelFocus Controller - RFID Ready - SS - 4 Hose RFC2500 (includes pedestal) GSA# AW-ICU4-RF-01 https://www.gsaadvantage.gov/advantage/ws/catalog/product_detail?itemNumber=AW-ICU4-RF-01&mfrName=ASSETWORKS%20INC.&contractNumber=GS-35F-317GA	5	USD 10,786.71	USD 53,933.55
2500-AE10-2R00-1GAJ	FuelFocus Controller - RFID Ready - SS - 2 Hose RFC1500 (includes pedestal) GSA# AW-ICU2-RF-01 https://www.gsaadvantage.gov/advantage/ws/catalog/product_detail?itemNumber=AW-ICU2-RF-01&mfrName=ASSETWORKS%20INC.&contractNumber=GS-35F-317GA	1	USD 8,596.73	USD 8,596.73
2500-602-KIT-A	Front Panel Option - HID GSA# AW-HID-01 https://www.gsaadvantage.gov/advantage/ws/catalog/product_detail?itemNumber=AW-HID-01&mfrName=ASSETWORKS%20INC.&contractNumber=GS-35F-317GA	6	USD 361.51	USD 2,169.06

SOLA120	SOLA HD Active Tracking Filter and Surge Suppression GSA# AW-UPS-01 https://www.gsaadvantage.gov/advantage/ws/catalog/product_detail?itemNumber=AW-UPS-01&mfrName=ASSETWORKS%20INC.&contractNumber=GS-35F-317GA	6	USD 282.90	USD 1,697.40
G1043506	Enclosed Power Relay, 6-Pin, 120VAC, DPST-NO GSA# AW-BSE-01 https://www.gsaadvantage.gov/advantage/ws/catalog/product_detail?itemNumber=AW-BSE-01&mfrName=ASSETWORKS%20INC.&contractNumber=GS-35F-317GA	12	USD 30.79	USD 369.48
RPC-RF-50-BX-SET	RFID Antenna - High Power w/mast 2.4GHz FJ3 GSA# AW-FJ3-WAF-01 https://www.gsaadvantage.gov/advantage/ws/catalog/product_detail?itemNumber=AW-FJ3-WAF-01&mfrName=ASSETWORKS%20INC.&contractNumber=GS-35F-317GA	2	USD 1,169.75	USD 2,339.50
KBX4-ANNN-NEXX-UXXX	FJ3 RF Vehicle ID Box Programmer GSA# AW-FJ3-PROG-01 https://www.gsaadvantage.gov/advantage/ws/catalog/product_detail?itemNumber=AW-FJ3-PROG-01&mfrName=ASSETWORKS%20INC.&contractNumber=GS-35F-317GA	1	USD 1,643.97	USD 1,643.97
RID-DMR-07-SET	Nozzle Transponders - Universal FJ3 GSA# AW-FJ3-UNVRSL-01 https://www.gsaadvantage.gov/advantage/ws/catalog/product_detail?itemNumber=AW-FJ3-UNVRSL-01&mfrName=ASSETWORKS%20INC.&contractNumber=GS-35F-317GA	12	USD 348.56	USD 4,182.72
WIFI-BT05-KIT-02	WiFi Card GSA# AW-MBL-PC-W7-01 https://www.gsaadvantage.gov/advantage/ws/catalog/product_detail?itemNumber=AW-MBL-PC-W7-01&mfrName=ASSETWORKS%20INC.&contractNumber=GS-35F-317GA	2	USD 329.17	USD 658.34
	AW Cable Comm Cable (For BT05) – Discounted – GSA# AW-CC-01 https://www.gsaadvantage.gov/advantage/ws/catalog/product_detail?itemNumber=AW-CC-01&mfrName=ASSETWORKS%20INC.&contractNumber=GS-35F-317GA	2	USD 103.70	USD 207.40
Hardware Shipping	Hardware Shipping Fee	1	USD 2,250.00	USD 2,250.00
			Total:	USD 78,048.15

Fuel Truck MFC (One Time Purchase)

Part #	Description	QTY	UNIT PRICE	Line Total
MBL-AEMJ-NNNC-BNDX	RFC-2500 Mobile Refueler with RFID - No options (with Free RFID Promo Upgrade) GSA# AW-MFC-01 https://www.gsaadvantage.gov/advantage/ws/catalog/product_detail?itemNumber=AW-MFC-01&mfrName=ASSETWORKS%20INC.&contractNumber=GS-35F-317GA	1	USD 13,556.52	USD 13,556.52
			Total:	USD 13,556.52

Professional Services

Description	QTY	Hourly Rate	Line Total
Remote Fuel Project Management Services GSA# PS-630 https://www.gsaadvantage.gov/advantage/ws/catalog/product_detail?itemNumber=P-S-630&mfrName=ASSETWORKS%20LLC&contractNumber=GS-35F-317GA	43	USD 235.77	USD 10,138.11
Remote Project Kickoff & Technical Readiness Meeting Services GSA# PS-120 https://www.gsaadvantage.gov/advantage/ws/catalog/product_detail?itemNumber=P-S-120&mfrName=ASSETWORKS%20LLC&contractNumber=GS-35F-317GA	4	USD 216.12	USD 864.48
Remote FuelFocus-EAM/FA Webservice Software Installation Services GSA# PS-130 https://www.gsaadvantage.gov/advantage/ws/catalog/product_detail?itemNumber=P-S-130&mfrName=ASSETWORKS%20LLC&contractNumber=GS-35F-317GA	2	USD 216.12	USD 432.24
Remote FuelFocus Prompt Configuration Services GSA# PS-120 https://www.gsaadvantage.gov/advantage/ws/catalog/product_detail?itemNumber=P-S-120&mfrName=ASSETWORKS%20LLC&contractNumber=GS-35F-317GA	8	USD 216.12	USD 1,728.96
Hardware Installation Services (Onsite) – Secure Fueling GSA# PS-240 https://www.gsaadvantage.gov/advantage/ws/catalog/product_detail?itemNumber=P-S-240&mfrName=ASSETWORKS%20LLC&contractNumber=GS-35F-317GA	8	USD 216.12	USD 1,728.96
Remote FuelFocus-EAM/FA System Setup Services GSA# PS-150 https://www.gsaadvantage.gov/advantage/ws/catalog/product_detail?itemNumber=P-S-150&mfrName=ASSETWORKS%20LLC&contractNumber=GS-35F-317GA	24	USD 216.12	USD 5,186.88
Hardware Installation Services (Onsite) (6 ICUs; 1 Trip) GSA# PS-240 https://www.gsaadvantage.gov/advantage/ws/catalog/product_detail?itemNumber=P-S-240&mfrName=ASSETWORKS%20LLC&contractNumber=GS-35F-317GA	72	USD 216.12	USD 15,560.64
Remote FuelFocus ICU Site Startup Services GSA# PS-250 https://www.gsaadvantage.gov/advantage/ws/catalog/product_detail?itemNumber=P-S-250&mfrName=ASSETWORKS%20LLC&contractNumber=GS-35F-317GA	38	USD 216.12	USD 8,212.56
Remote FuelFocus ICU Training Services GSA# PS-500 https://www.gsaadvantage.gov/advantage/ws/catalog/product_detail?itemNumber=P-S-500&mfrName=ASSETWORKS%20LLC&contractNumber=GS-35F-317GA	8	USD 216.12	USD 1,728.96
Remote Go Live Support Services GSA# PS-220 https://www.gsaadvantage.gov/advantage/ws/catalog/product_detail?itemNumber=P-S-220&mfrName=ASSETWORKS%20LLC&contractNumber=GS-35F-317GA	16	USD 216.12	USD 3,457.92
Remote Post Go Live Services GSA# PS-230 https://www.gsaadvantage.gov/advantage/ws/catalog/product_detail?itemNumber=P-S-230&mfrName=ASSETWORKS%20LLC&contractNumber=GS-35F-317GA	8	USD 216.12	USD 1,728.96
Hardware Installation Services - Onsite Professional Services Contractor - 3rd party contractor is Stovall - GSA# PS-240 https://www.gsaadvantage.gov/advantage/ws/catalog/product_detail?itemNumber=P-S-240&mfrName=ASSETWORKS%20LLC&contractNumber=GS-35F-317GA	64	USD 216.12	USD 13,831.68
Travel Services for Onsite Hardware Installation (2 Trips) 28hrs - GSA#PS-240	28	USD 216.12	USD 6,051.36
Total:			USD 70,651.71

AssetWorks GPS Hardware

Part #	Description	QTY	
79V-002	ME79 GPS & Secure Fueling Device	1,000	Included in AssetWorks GPS Bundle
7-OBD-2IO-SF	ME79 Cable with OBDII (16-Pin), 2 IO Leads and Secure Fueling (for light/medium duty vehicles)	TBD	Included in AssetWorks GPS Bundle
7-J1939-2IO-SF	ME79 Cable with J1939 (9-Pin), 2 IO Leads and Secure Fueling (for heavy duty vehicles)	TBD	Included in AssetWorks GPS Bundle
RID-EM-04-02	Secure Fueling Cable Assembly - cabling for connection between ME79 device and FIA	1,000	Included in AssetWorks GPS Bundle
AssetWorks GPS Hardware Total:			Included in AssetWorks GPS Bundle

Annual GPS/Secure Fueling SaaS

Description	QTY	Monthly Fee/Unit	Line Monthly Total	Annual Fee
AssetWorks GPS Bundle (includes Hardware, Monthly Subscription, and Telematics Module/Cloud) https://www.gsaadvantage.gov/advantage/ws/catalog/product_detail?gsin=11000100885159	1,000	USD 17.95	USD 17,950.00	USD 215,400.00
AssetWorks Telematics Integration License - Includes Telematics Module/Cloud (AW Client) for integration between AW GPS and FleetFocus FA	1,000	INCL.	INCL.	Included in AssetWorks GPS Bundle
AssetWorks GPS Secure Fueling Bundle - includes ME79 Install Cable, Secure Fueling Software Module (FIA is not included) NOTE: Item not currently on the Federal Supply Schedule and provided as an Open Market item. https://www.acquisition.gov/far/subpart-8.4 (see section f)	1,000	USD 3.95	USD 3,950.00	USD 47,400.00
AssetWorks GPS SaaS Total:				USD 262,800.00

Telematics Services (One Time Fees)

Description	Line Total
Telematics Cloud Interface Adaptor Implementation Services (Single Provider – 32 hours x \$216.12) https://www.gsaadvantage.gov/advantage/ws/catalog/product_detail?gsin=11000100885078	USD 6,915.84
Telematics Services Total:	USD 6,915.84

Year One FuelFocus/AssetWorks GPS/ Secure Fueling Project Total: USD 438,375.26

FuelFocus Hardware & Fuel Truck MFC	(One Time Purchases)	USD 91,604.67
FuelFocus Implementation Services & Telematic Services	(One Time Fees)	USD 77,567.55
Annual FuelFocus SaaS & Annual GPS/Secure Fueling SaaS	(Annual Recurring SaaS)	USD 269,940.36

New FuelFocus Customer - AssetWorks Professional Services Standard Assumptions

- This is a high-level Professional Services estimate. A detailed statement of work (SOW) and project plan can be provided upon request and is required before contract signing. The final signed SOW which specifies scope and pricing terms takes precedence over the "New FuelFocus Customer - AssetWorks Professional Services Standard Assumptions".
- Costs are for a fixed fee project.
- Invoices are due on existing contract terms.
- All first-year SaaS fees will be invoiced upon contract execution.
- AssetWorks will provide the following professional services:
 - Project Management
 - Project Kick-off and hardware order review
 - FuelFocus™ application and FleetFocus webservice installation
 - FleetFocus software configuration and data entry consulting
 - Standard ICU prompt configuration
 - Fuel site preparation (removal of existing system and replacement of such unit with the FuelFocus system) to ensure the site will be ICU-ready. AssetWorks assumes all existing pumps have functioning and compatible pulsers and no pump or dispenser replacements. Customer will be responsible for all conduit runs and wire pulls as needed based on ICU Readiness document.
 - Fuel Island Controller Unit ("ICU") hardware installation and configuration for up to six (6) ICUs
 - Fuel island deployment testing
 - Basic FuelFocus user training services
 - Go live and post go live support
- The customer will be responsible for:
 - Purchase, installation, and construction of communications infrastructure such as servers, other hardware, or database software
 - FuelFocus hardware procurement
 - Installing TightVNC for remote access to the ICU(s)
 - FuelFocus software configuration and data entry related to fuel island locations, tanks, and hoses
 - Validating fuel transactions were captured correctly during fuel island deployment testing
 - VeederRoot testing (if applicable)
- All training and consulting services are provided remotely via web conferencing, unless otherwise noted in the quote.
- Customer must have a tested network connection at the fuel island. This connection needs to be able to ping the FleetFocus Server successfully.
- Site must have fuel in tanks, dispensers primed and ready to pump fuel for full site certification.
- Customer agrees that Order Form does not include permits, permit fees or site as built drawings.
- All hardware installation utilizes onsite services, unless otherwise noted in the quote.
- Assumes customer is live (or will be live) on FleetFocus in production and all assets are setup and ready to utilize FuelFocus before this project begins.
- All functional and operational groups who will be using and/or impacted by the new system should participate in all sessions, which will be conducted once. Repeating previously conducted sessions (i.e., system setup, system training, etc.) will require a change order for additional project budget.
- Training assumes train-the-trainer approach and one location for training for all groups. The max class size is ten (10) participants. If the size of the organization is smaller and meets this class size for sessions such as technical, supervisor and storekeeper, direct end user training will be utilized over a train the trainer approach.
- Where applicable, standard training materials will be utilized. Quote does not include customized training materials, unless otherwise noted.
- Actual costs might be greater or lesser than those presented in this quote.
- Professional Services engagements have an 8-12 week lead time from execution of contract/order.
- AssetWorks will assign a Project Manager 4-6 weeks after a fully executed and processed order. The Project Manager will engage with the customer to kick-off the project and begin scheduling services. The delivery schedule of the project requirements will be set during the project planning phase. All implementers, consultants and/or trainers for professional services will be secured by the Project Manager within a 4-8 week lead time once the project is kicked off.

- Current supported version of FleetFocus and FuelFocus is required and adheres to the minimum versions as noted in AssetWorks Product documentation located on the Customer Care site.
- Customer will make appropriate technical resources available to AssetWorks' consultants and provide necessary and appropriate personnel at meetings to define project requirements.
- Customer will appoint a single point of contact for project duration that will have project management responsibilities and decision-making authority. This person will be the focal point of contact for AssetWorks' Professional Services and Customer Care teams.
- If additional scope is added or required, a change order will be requested of the customer.
- Travel: If travel is required and quoted, expenses will be reimbursed as incurred, unless otherwise noted. Expenses include actual costs for lodging, air, and ground travel and per diem rates for meal expenses (corporate rate/government agreement).
- In the event the customer schedules onsite services and two (2) calendar weeks prior to the arrival date, and due to circumstances within the customer's control, AssetWorks' scheduled personnel are unable to perform such services, AssetWorks will be entitled to payment for each such scheduled personnel based on an eight (8) hour day. AssetWorks provides onsite services based on an eight (8) hour minimum per day per person.
- If this order is abandoned, paused, or cancelled by the customer for any reason mid-effort, the customer will be billed for all AssetWorks time incurred at the current contracted labor rate.

Notes & Assumptions – AssetWorks GPS/Secure Fueling

- Prices for GPS components are in USD dollars and valid for 90 days. All applicable shipping, sales/use taxes are additional and payment of such is the sole responsibility of the purchaser.
- Unless quoted herein, installation is responsibility of customer or can be quoted by AssetWorks.
- Pricing is based on a 60-month term for SaaS service for each device.
- SaaS subscription will be billed monthly upon device activation. Activation is considered upon installation or 60 days from shipping, whichever occurs first.
- Hardware fees will be billed at time of shipment due net 30.
- Professional services costs are on a fixed fee basis and will be invoiced on a milestone basis

Telematics Cloud Integration (Single Provider) Scope and Assumptions

- AssetWorks will provide remote professional services to install and configure the AssetWorks Telematics Cloud integration to FleetFocus. AssetWorks GPS will utilize the Telematics Cloud platform for the integration as of version 24.x.
- With AssetWorks GPS as the GPS/AVL provider, there is an additional bi-directional Asset Synchronization service that will be implemented using MAXQueue. Not all asset fields are available to be synced as part of this integration. Specific data fields are identified in Product documentation.
- The project will utilize existing functionality and out-of-box FleetFocus settings and design features within the current supported versions of the FleetFocus product. Configuration services include meetings with the customer to review DTC management-related workflows.
- Data is limited to meters, DTCs, and GPS data.
- Assumes fleet assets are setup in FleetFocus and ready for configuration to support AssetWorks Telematics Cloud functionality.
- Customer will be responsible for identifying which trouble codes to categorize during setup. AssetWorks will not consult on DTCs for the customer. Rather, AssetWorks will provide and train on the tools available to allow the customer to configure DTCs to create work/service requests accordingly.
- Training topics include:
 - Setup of trouble code to create work/service requests
 - Setup of trouble code to create work/service requests with work orders
 - How to see work/service requests in out-of-box reporting
 - Dashboard gadget setup to show service requests and filter by trouble code
- For FleetFocus customers, AssetWorks will enable an out-of-the-box notification that notifies the recipient of newly created service requests or work orders.
- After train-the-trainer training and configuration sessions are complete, the customer will finalize the setup in FleetFocus and is responsible for loading all data required for project success.

- AssetWorks will configure the integration first in a testing environment to ensure the data is flowing in and displaying where expected in FleetFocus. Upon testing completion, AssetWorks will then configure the integration in the production environment.
- Once go live is determined, the interface will be activated, and the customer will be responsible for the ongoing monitoring of the interface schedule and all error management.
- AssetWorks is responsible to assist the customer setting up the interface(s) for testing and validation that they connect and run successfully, however AssetWorks is not responsible for analyzing the results of the transactions.
- AssetWorks is not responsible for the data management of any legacy telematics data transactions prior to interface activation.
- Costs are for a fixed fee project and do not include applicable taxes. Milestone(s) are to be billed as noted below in the milestone names, with the amounts noted below:
 - Milestone - Installation of Telematics Cloud Integration (Single Provider) in Production Environment: \$6,915.84

In the event Customer’s business practices require that Customer issue a purchase order number prior to payment of any AssetWorks invoices issued under this Agreement, then such purchase order number must be entered below. Customer’s execution of the Order Form without designating a purchase order number shall be deemed Customer’s acknowledgement that no purchase order number is required for payment of invoices hereunder.

Purchase Order Number: _____

Accepted by Customer:

Accepted by AssetWorks:

Signature:	_____	Signature:	_____
Name (Print):	_____	Name (Print):	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

Please sign and email to Allan Richardson at allan.richardson@assetworks.com.

THANK YOU FOR YOUR BUSINESS!



STATEMENT OF WORK

City of Denton
Q-14535

FuelFocus™ Fuel Management System
June 6th, 2025



Contents

Contents..... 2

FuelFocus Introduction..... 2

Project Implementation Methodology 3

W.B.S A.1.0 – Project Initiation Services 3

W.B.S A.2.0 – FuelFocus/FA/EAM Software Installation Services (Webservice) 4

W.B.S A.3.0 – System Configuration Services 4

W.B.S A.4.0 – Hardware Installation Services 7

W.B.S A.5.0 – Testing Services..... 8

W.B.S A.6.0 – Training Services..... 9

W.B.S A.7.0 – Deployment Services..... 10

Responsibilities and Deliverables 10

Project Resourcing..... 13

Project Schedule..... 15

Payment Milestones..... 16

Optional Services 19

Project Assumptions 19

SOW Signature Block..... 29

FuelFocus Introduction

AssetWorks is pleased to partner with City of Denton (“Denton”) to implement AssetWorks’ FuelFocus™ fuel management application and hardware. Watch our AssetWorks FuelFocus introduction on YouTube here: <https://www.youtube.com/watch?v=gUGjRNACfkg>

This Statement of Work (“SOW”) identifies the tasks required for the implementation of FuelFocus™ and is based on AssetWorks’ current understanding of Denton’s requirements and AssetWorks’ previous experience with similar engagements. Services include project management, hardware terminations, start up, testing, and training. This SOW assumes the FleetFocus/EAM implementation comes before the FuelFocus implementation in that FleetFocus/EAM will be live before FuelFocus is live (although some tasks on both projects will be in parallel).

All professional project management and training services described in this Statement of Work are provided on a fixed cost basis by AssetWorks to Denton. Task budgets are developed based on AssetWorks' current knowledge of Denton's expressed requirements and experience with similar AssetWorks implementations and per the line-item quotation provided. AssetWorks Professional Services resources are scheduled on a first come-first served basis. Circumstances may necessitate changes to the tasks and/or time estimates, at which time AssetWorks and Denton will discuss these changes in good faith at their earliest opportunity.

AssetWorks will begin the project upon receiving a signed Professional Services Agreement, a registered contract or purchase order, and official notice to proceed with the project. This Statement of Work will be referenced in the overall FuelFocus Implementation contract and follow the document precedence agreed to in the master contract.

Implementation Summary

The following summary generally describes the services that the AssetWorks Professional Services team will deliver to insure a successful implementation of the FuelFocus application.

- **Project Management and Administration** – AssetWorks will assign a Project Manager to assist Denton with the implementation of FuelFocus™, including conducting a project Kick-Off Meeting, developing and managing the implementation schedule, managing AssetWorks resources and deliverables, conducting regular progress meetings, and providing regular project status reports.
- **Fuel Island Controller Installation**– AssetWorks will terminate, start up, and test the fuel island controller units ("ICU") at each of the new Denton fuel locations. AssetWorks will connect the ICUs, work with Denton on the setup and configuration of each controller, and certify each controller is ready for service.
- **Fuel System Configuration and Training** –AssetWorks will provide training on the setup and use of the integrated FuelFocus system. This will include how to add the new fuel islands, fuel tanks, and fuel inventory. AssetWorks will consult with Denton during the configuration process and help to test the configuration once completed.
- **Fuel Island Deployment** – AssetWorks will provide support during the deployment of the ICU(s) to troubleshoot any hardware and software issues.

Project Implementation Methodology

The following tasks represent those services necessary to minimally implement FuelFocus™ at a customer location. Services include the installation of the FuelFocus™ application and database, project management services, basic training services, and master record data conversion. The proposed project plan assumes that AssetWorks will provide instruction and direction to Denton during the implementation with Denton Project Team responsible for conducting most of the task work.

W.B.S A.1.0 – Project Initiation Services

The project will begin upon receipt of an official notice to proceed.

Project Management and Oversight Services

AssetWorks will provide project management and oversight services to execute the project. The AssetWorks project manager will coordinate all AssetWorks project activities and provide the following project management services: •

Coordinate project resources and work so that milestones are met in an efficient manner. Tasks will be designed to reasonably minimize implementation time and cost while taking into consideration resource and time constraints such as Denton staff availability.

- Follow-up on action items and issues.

- Work with Denton to manage risks throughout the project.
- Serve as the main point of contact for Denton project manager.

The AssetWorks Project Manager will ensure that sufficient resources are available to implement the system and will monitor the project resources to ensure quality delivery of AssetWorks' services in accordance with the project requirements. The AssetWorks Project Manager will also be responsible for preparing periodic billings in accordance with the payment terms established in the License and Professional Services agreements.

Project Kick-Off and Technical Readiness Meeting

The Project Kick-Off Meeting is an orientation training session devoted to Denton's project team that is responsible for the decision-making with regard to the FuelFocus™ system. After completing this session, the project team will understand the implementation process and will be prepared to start collecting the data required to setup and configure the FuelFocus system. AssetWorks and Denton will work together to facilitate the remote project kick-off meeting where we will review the project timeline, identify roles and responsibilities, and discuss status reporting with Denton staff.

The Project Kick-Off Meeting will discuss the following:

- Project plan tasks and timeline
- System Implementation Steps
- Assignment of tasks the customer is responsible for
- Contract deliverables
- Change request procedures
- FuelFocus™ system orientation
- Hardware order review and shipping address confirmation
- Technical site readiness review

Based on discussions during the Kick-Off Meeting, the AssetWorks Project Manager will revise the project tasks and assign AssetWorks' and Denton's project resources to various tasks. Following the Kick-off Meeting, an updated project schedule will be delivered to Denton.

W.B.S A.2.0 – FuelFocus/FA/EAM Software Installation Services (Webservice)

Prior to scheduling the FuelFocus™ installation, the AssetWorks Project Manager will confirm with Denton's Project Manager that the required hardware is available and configured on the customer's network. AssetWorks will contact the appropriate customer technical staff prior to the scheduled installation date to verify that technical environment is prepared. During that call, a pre-installation configuration questionnaire will be completed by the AssetWorks Customer Care team. Please note:

- AssetWorks is not responsible for the purchase and installation of hardware or database software.
- AssetWorks will not be responsible for any construction or communications infrastructure.
- AssetWorks will not install any servers or other hardware.

W.B.S A.3.0 – System Configuration Services

FuelFocus FA/EAM System Configuration and Setup Services

Denton will be responsible for setting and configuring the fuel island locations, tanks, and hoses to support the dispensing of fuel, and issuing fuel cards if used. AssetWorks will provide consulting support during this phase, describing best practices for configuration and answering questions related to system setup and entry. AssetWorks will

provide standardized documentation templates to help the customer complete their configuration tasks. However, all data entry and configuration will be completed by Denton. Among the tasks to be completed include:

- Setting up products and assignments to existing Equipment and Employees/Operators and adding additional products as necessary.
- Setting existing Locations to be Fuel Sites and adding additional fuel locations as necessary.
- Defining Tanks, Pumps, Hoses, and ICUs.
- Linking card assignments to existing Equipment and Employees/Operators and adding additional employees as necessary.
- Ensuring each of the fuel sites will be ready for network connectivity while the ICU hardware is being assembled and delivered.
- Installing TightVNC or Remote Desktop Protocol (“RDP”) as required for remote access to the ICUs.
 - AssetWorks offers two “in-warranty” choices: TightVNC or Microsoft’s RDP. If the customer’s IT department cannot authorize use of either application, the customer may use its own with a caveat: AssetWorks does not support or test 3rd party applications. As a result, AssetWorks cannot guarantee system stability, so if a 3rd party application is installed on an ICU, the warranty on the flash disk will be voided.

Standard Prompt Configuration Services

AssetWorks will configure standard prompts, over the course of one (1) day, for users to engage with the ICUs based on the authentication hardware that the customer uses (ex: HID (card or fob), MAG, etc.). An ICU is capable of allowing up to four (4) lines with thirty (30) characters each. AssetWorks will work with Denton to determine what the end users should encounter at the fuel island card readers as well as what capturing devices will be allowed for each prompt line. No custom development services are included in this service. If Denton does not utilize a standard reader or requires non-standard prompts, additional effort can be provided upon request.

Telematics Cloud Integration (Single Provider) Configuration

AssetWorks will provide remote professional services to install and configure the AssetWorks Telematics Cloud integration to FleetFocus/AssetWorks EAM. AssetWorks GPS will utilize the Telematics Cloud platform for the integration as of version 24.x.

With AssetWorks GPS as the GPS/AVL provider, there is an additional bi-directional Asset Synchronization service that will be implemented using MAXQueue.

- Not all asset fields are available to be synced as part of this integration. Specific data fields are identified in Product documentation.
- The project will utilize existing functionality and out-of-box FleetFocus/AssetWorks EAM settings and design features within the current supported versions of the FleetFocus/AssetWorks EAM product. Configuration services include meetings with the customer to review DTC management-related workflows.
- Data is limited to meters, DTCs, and GPS data.

Assumes fleet assets are setup in FleetFocus/AssetWorks EAM and ready for configuration to support AssetWorks Telematics Cloud functionality.

Customer will be responsible for identifying which trouble codes to categorize during setup. AssetWorks will not consult on DTCs for the customer. Rather, AssetWorks will provide and train on the tools available to allow the customer to configure DTCs to create work/service requests accordingly.

- Training topics include:
 - Setup of trouble code to create work/service requests
 - Setup of trouble code to create work/service requests with work orders
 - How to see work/service requests in out-of-box reporting
 - Dashboard gadget setup to show service requests and filter by trouble code

- AssetWorks will enable an out-of-the-box notification that notifies the recipient of newly created service requests or work orders.
- After train-the-trainer training and configuration sessions are complete, the customer will finalize the setup in FleetFocus/AssetWorks EAM and is responsible for loading all data required for project success.
- AssetWorks will configure the integration first in a testing environment to ensure the data is flowing in and displaying where expected in FleetFocus/AssetWorks EAM. Upon testing completion, AssetWorks will then configure the integration in the production environment.
- Once go live is determined, the interface will be activated, and the customer will be responsible for the ongoing monitoring of the interface schedule and all error management.
- AssetWorks is responsible to assist the customer setting up the interface(s) for testing and validation that they connect and run successfully, however AssetWorks is not responsible for analyzing the results of the transactions.
- AssetWorks is not responsible for the data management of any legacy telematics data transactions prior to interface activation.
- Hardware installation is not included.

AssetWorks GPS Configuration, Setup, & Training

A standalone deployment of the AssetWorks GPS system will be provided consisting of GPS hardware and/or dashcams (depending on solution components purchased) for installation in the vehicles and a website/URL login for the AssetWorks GPS management portal. The AssetWorks GPS system is web based and requires that Customer has internet access with standard web browser technology.

The solution will interface to the vehicles' ECM (Engine Computer Monitor) via "Y" cable installation. In case the ECM is already in use by another device, the GPS unit will be installed in conjunction with the secondary device. If the dashcam option is selected, this will be interfaced to the vehicle via a three-wire installation (power, ground, ignition). Unless quoted herein, installation of pilot equipment is the responsibility of the Customer. AssetWorks can provide pricing for onsite installation services upon request.

AssetWorks will provide the necessary hardware to implement the AssetWorks GPS solution including GPS device(s) and installation cabling. AssetWorks will provide remote installation support, user training, and go live support services. AssetWorks will:

- Provide oversight on the AssetWorks GPS project, including general project administration and AssetWorks resource coordination. The resource will continually monitor the performance of the solution and have regular calls with Customer to assist with the evaluation of the solution and Customer needs.
- Setup the hosting environment in AssetWorks SSAE18 SOC2/ISO27001 certified data center
- Create and provide the AssetWorks GPS URL & login(s) for the cloud-based website.
- Create a System Administrator role within the AssetWorks GPS portal that will allow for Customer managed system configuration.
 - A sample end user/role will also be created as a starting point with limited administrative capabilities and based on common role requirements. The Customer system administrator(s) can add/modify/delete roles and associated privileges as needed. •
Configure the AssetWorks GPS Integration to FleetFocus/AssetWorks EAM.
AssetWorks will install and configure the Telematics module to ensure the proper handling of incoming data from AssetWorks GPS.
 - □ The AssetWorks GPS integration is limited to sending meters, alerts, and GPS data as able to be provided by the AssetWorks GPS web service. There is also an Asset Synchronization bidirectional service that will be implemented. Not all asset fields are available between the two systems. Specific data fields will be identified in Product documentation.

- The FleetFocus/AssetWorks EAM - AssetWorks GPS integration assumes that FleetFocus will be the system of record for assets in AssetWorks GPS.
- The AssetWorks GPS integration will utilize the Telematics Cloud.
- AssetWorks GPS Terms and Conditions will be included on all orders, if applicable.
- Assumes fleet assets are setup in FleetFocus/AssetWorks EAM and ready for configuration to support FleetFocus/AssetWorks EAM - AssetWorks GPS integration functionality.
- After training and configuration sessions are complete, the customer will finalize the setup in FleetFocus/AssetWorks EAM and is responsible for loading all data required for project success.
- Once go live is determined, the interface will be activated, and the customer will be responsible for the ongoing monitoring of the interface schedule and all error management.
- AssetWorks is responsible to assist in setting up the interface(s) for testing and validation that they connect and run successfully.
- AssetWorks is not responsible for the data management of any legacy telematics data transactions prior to interface activation.
- Hardware installation is not included.
- Provide training in the use of AssetWorks GPS program for both administrators and regular users.
 - System Administrator – Scheduled to occur once the initial few vehicles are installed which will provide real data to use for initial training & setup. Expect to provide 2 x 1-hour sessions over first 2-3 weeks of deployment with phone support available as needed during this time for the system administrator(s)
 - Dispatch / General Users – to be scheduled once a significant number of vehicles have been installed and the system administrators are ready to expand system use to additional departments. Expect to provide 2 x 1-hour sessions over 2–3-week period during this phase.
 - Refresher Training – if needed an additional refresher training session can be scheduled (1 x 1hr) once users are comfortable with general system use and may have more advanced use case review.

W.B.S A.4.0 – Hardware Installation Services

Hardware Procurement and Delivery

AssetWorks will order the ICU(s) and related hardware for delivery to Denton's delivery site. Hardware delivery typically takes place within four to six (4-6) weeks from the date the order is placed following the project kick-off meeting. AssetWorks assumes all hardware will be delivered to one (1) central location for disbursement to individual locations by Denton. Upon acceptance of delivery, Denton will be responsible for reviewing and taking inventory of all fuel hardware parts shipped.

Fuel Site Preparation

AssetWorks' subcontractor will be responsible for the removal of the existing system and replacement of such unit with the FuelFocus System. AssetWorks assumes all existing pumps have functioning and compatible pulsers; there are no pump or dispenser replacements included in the pricing. AssetWorks' subcontractor will provide material and labor to remove existing pedestals and install AssetWorks FuelFocus pedestals. AssetWorks' subcontractor estimate is based on:

- Using existing conduit and conductors that are in good working order.
- Using existing data transfer infrastructure between FMS, tank monitor, network switch, and AssetWorks server that are in good working order.

- Existing pumps, pulsers, dispensers, and tank monitors that are in good working order.

Any additional conduit/conductor work will incur additional costs, will be above-ground, and placed in a manner to reduce trip hazards. Issues involving data transfer infrastructure, cabling, network, or IT will incur additional costs.

AssetWorks will supply an onsite technician for terminations, start up, and testing. AssetWorks will assist Denton with remote start up services per site.

Onsite FuelFocus™ ICU Installation

Once hardware has been delivered to Denton, AssetWorks will schedule and coordinate with AssetWorks' subcontractor to prepare each site for the installation of the FuelFocus solution. AssetWorks will schedule an FMS technician to come onsite and complete installation of up to seven (7) ICU(s). AssetWorks will provide technical services to install the ICU(s) and assumes the site will be Island Controller Ready with all necessary conduit and wires pulled. Denton will work with AssetWorks on the dispenser terminations.

Onsite Secure Fueling (ME79 + cabling) Installation & Diagnostic Training Services

AssetWorks will train the customer onsite, up to one (1) day, on how to install and troubleshoot the secure fueling devices purchased within the contract in a garage setting. Denton will be responsible for all installation of the WAF devices. Before training can occur, the hardware must be delivered and available to the location where it will be installed. Denton can reference AssetWorks' YouTube video for additional installation support:

Before Secure Fueling training can occur,

- The hardware must be delivered and available at the location where it will be installed.
- The ICU(s) must be successfully communicating with FleetFocus FA/AssetWorks EAM.
- The ICU(s) must have a minimum version of 5.16.0.31.
- The AssetWorks Telematics Integration between AssetWorks GPS and FleetFocus FA/AssetWorks EAM will need to be completed and live in a production environment.

W.B.S A.5.0 – Testing Services

Testing Overview

Transactions completed at the fuel island will be verified inside of the FuelFocus application as proof of a successful installation and configuration. A series of test transactions will be completed to ensure that the hardware and the fuel location are properly configured and communicate with the application server. Once each fuel site has been installed, tested, and brought online, the system will be considered live in full production.

Each transaction, whether manually entered or captured wirelessly, will be verified by customer to ensure that:

- The vehicle number was correctly captured and validated.
- Any employee number/pin was captured and validated.
- The correct products were dispensed up to the maximum allowed capacity.
- Meter reading readings were correctly recorded.

If the vehicles are WAF-enabled, tests will also be conducted to ensure that any meter information was accurately communicated and processed by the FuelFocus application. Engine meter readings will be compared to dashboard odometer readings and off-set adjustments will be made in FuelFocus by Denton to synchronize the readings.

Remote FuelFocus ICU Startup Services

After onsite hardware installation and system configuration is complete, AssetWorks will begin the transition to production based upon the project schedule. This can generally be accomplished in one to two (1-2) days provided that the tested network connection is available without delay. All reasonable efforts will be made to minimize production downtime using the following steps:

1. AssetWorks arrives at location and barricades the Fuel Island from use.
2. AssetWorks contacts the Denton representative to download existing ICU to extract all data.
3. AssetWorks' subcontractor disconnects and locks all power to fuel island as needed for a safe conversion.
4. AssetWorks' subcontractor marks all wiring to existing systems and disconnects.
5. AssetWorks' subcontractor removes existing pedestal and installs new AssetWorks FuelFocus pedestal.
6. AssetWorks installs fuel controller head and completes final terminations of all wiring.
7. AssetWorks continues testing until one (1) successful bypass occurs.
8. Remote AssetWorks resource connects to ICU via onsite AssetWorks technician's computer and installs necessary software and configurations of the ICU.
9. With a Denton representative present, AssetWorks executes two (2) test transactions per hose to serve as acceptance criteria for a fully operational system. AssetWorks will consider the successful test results as proof that AssetWorks has delivered FuelFocus™ to Denton subject to the Software License Agreement.
10. If the agreement includes VeederRoot, AssetWorks will confirm the VeederRoot connection to the ICU only. Any VeederRoot alarm testing or notifications within the Fleet Software will be Denton's responsibility.

W.B.S A.6.0 – Training Services

Training Overview

AssetWorks will provide up to one (1) day of training preparation, system administration training, and ICU user training. These hours include preparation time for the instructor as well as with the customer in advance of training sessions. Training assumes train-the-trainer approach completed one (1) time for all groups. The max class size is ten (10) participants. If the size of the organization is smaller, direct end user training can be utilized over a train-the-trainer approach. This will be determined in a discussion prior to training between the AssetWorks Project Manager and the Denton Project Manager.

Training Preparation

AssetWorks will provide its standard training plan and training materials then begin scheduling and planning for the training. Denton is authorized to tailor the standard training materials to apply branding and match workflows specific to Denton. AssetWorks' training materials assume all users are familiar with a Windows environment, as the AssetWorks training will not include any Windows or remedial computer training. AssetWorks will provide a master electronic version for the Denton Project Manager. Denton will produce and provide copies (across all roles) of the final training materials for use during the training sessions. Denton will be authorized to reproduce and use any training materials for ongoing training within Denton.

AssetWorks assumes that Denton's training facility has enough workstations and remote access to the FuelFocus ICU Software for the training sessions. All training will be held remotely.

FuelFocus User Training Delivery

AssetWorks will train Denton fuel managers and fuel personnel on FuelFocus functionality. The Project Team will be responsible for having the appropriate key personnel from each functional area available for the training sessions. The

goal is to train Denton on the FuelFocus™ module and all of various functions and workflows that the application can support. Training and preparation for go live cannot begin until the customer installs TightVNC or Microsoft RDP for remote access to the ICUs.

Class ID	Training Includes	Estimated Duration	Participants
FleetFocus System Administrator Training	<ul style="list-style-type: none"> Fuel Orders, Fuel Receipts and Pricing FuelFocus Reporting Error Handling 	Two (2) Hours	<ul style="list-style-type: none"> Fleet Manager Admin Office Fuel Manager Fuel Personnel
FuelFocus ICU Training	<ul style="list-style-type: none"> ICU Software Training Troubleshooting 	Two (2) Hours	<ul style="list-style-type: none"> Fleet Manager Admin Office Fuel Manager Fuel Personnel

W.B.S A.7.0 – Deployment Services

Project Go Live Support Services

AssetWorks will provide up to one (1) day of remote go-live support over the course of two (2) consecutive weeks for the launch of the new Software to Denton's employees. Denton can leverage these services during standard business hours to address any non-critical questions or support needs that may arise from using the Software to support live operations. Denton will be transitioned to Customer Care following go live.

Post Go Live Services

AssetWorks will also provide a thirty (30)-day remote post go live check-in for the Professional Services team to assist in areas of follow-up and further training required. The post go live check-in will take place over the course of one (1) day to ensure adoption and acceptance of the new system. At the completion of post go live support, the project will be considered complete and project closure will be processed.

Responsibilities and Deliverables

The following outlines the deliverables for each project task as outlined in this Statement of Work:

W.B.S Number	AssetWorks' Responsibilities	Customer's Responsibilities	Deliverables
WBS A.1.0 Project Initiation Services	<ul style="list-style-type: none"> Review system implementation Steps Assign customer's tasks Review contract deliverables and change management procedures Develop and maintain project schedule Lead project kick-off meeting Review project plan tasks and timeline during project kick-off 	<ul style="list-style-type: none"> Assign project resources Provide input for Customer-led activities Assist with developing and maintaining the project schedule Ensure all appropriate staff attend the Kick-Off Provide database backup Procure and install all necessary hardware 	<ul style="list-style-type: none"> Finalized project schedule Project Kick-Off Meeting Hardware Order Review Meeting

	<ul style="list-style-type: none"> Perform orientation on the FuelFocus™ system 		
W.B.S A.2.0 FuelFocus Software Installation Services (FA/EAM Webservice)	<ul style="list-style-type: none"> Install the FuelFocus Software in Customer's FA/EAM test and production environments 	<ul style="list-style-type: none"> Provide access to environments Manage servers, databases, backup procedures, database maintenance practices, and Windows environments and security Install AssetWorks pre-requisite Software (e.g., ODBC connections, Internet Information Services (IIS), database servers, etc.) 	<ul style="list-style-type: none"> Installed FuelFocus Software (Webservice) in Customer's FA/EAM test and production environments
W.B.S A.3.0 System Configuration Services	<ul style="list-style-type: none"> Provide system configuration consulting and standardized documentation templates for configuration of the FuelFocus system Customizing standard ICU prompts based on what the 	<ul style="list-style-type: none"> Data entry and configuration of the fuel island locations, pumps, tanks, and hoses in FA/EAM Set up products and assignments to existing equipment and employees/operators in FA/EAM 	<ul style="list-style-type: none"> FA/EAM properly configured to support the new FuelFocus system Standard prompts customized for ICU(s)
	<ul style="list-style-type: none"> customer's end users should encounter at the fuel island card readers Configure Telematics Cloud Interface 	<ul style="list-style-type: none"> Link card assignments to equipment and employees/operators in FA/EAM Ensure each fuel site is ready for network connectivity and install TightVNC or RDP for remote access to the ICU(s) Work with AssetWorks to customize standard ICU prompts 	<ul style="list-style-type: none"> Telematics Cloud Interface Configured

W.B.S A.4.0 Hardware Installation Services	<ul style="list-style-type: none"> • Order the ICU(s) and related hardware for delivery to one (1) central delivery site Perform • Fuel Site Preparation • Schedule and coordinate with onsite subcontractor to prepare each site for ICU installation • Perform onsite ICU installation and load the ICU(s) with the latest Firmware • Perform secure fueling training for installation and troubleshooting 	<ul style="list-style-type: none"> • Review and take inventory of all fuel hardware parts received at the delivery site • Install secure fueling devices 	<ul style="list-style-type: none"> • Hardware is delivered to customer's delivery site Fuel Site Preparation Complete ICU Installation Complete Secure Fueling Device Training and Installation Complete
W.B.S A.5.0 Testing Services	<ul style="list-style-type: none"> • Complete series of test transactions to ensure the hardware and fuel location are communicating properly with the application server Conduct • WAF tests to ensure meter information is accurately communicated • Complete ICU Site Startup Services • If applicable, confirm the VeederRoot connection to the ICU(s) 	<ul style="list-style-type: none"> • Maintain access to the environments Verify network connectivity to the webservice and test transactions completed by AssetWorks Make any required adjustments to odometer readings for WAF synchronization If applicable, perform VeederRoot alarm testing 	<ul style="list-style-type: none"> • Testing Complete ICU Site Startup Complete
W.B.S A.6.0 Training Services	<ul style="list-style-type: none"> • Deliver System Administrator training • Deliver ICU User training Provide standard plan and training materials in electronic format 	<ul style="list-style-type: none"> • Provide trainers/end users to be trained • Provide training facilities with network connectivity for each participant per class • Reproduce training materials and provide printed copies for all class participants and instructor 	<ul style="list-style-type: none"> • Training Delivery Complete
W.B.S A.7.0 Deployment Services	<ul style="list-style-type: none"> • Provide FuelFocus production go live support • Provide 30-day post go live check-in 	<ul style="list-style-type: none"> • Provide frontline support for end user questions • Escalate issues to AssetWorks 	<ul style="list-style-type: none"> • FuelFocus Software operational and functional in Customer's

	<ul style="list-style-type: none">• Lead and support deployment activities, including scheduling, coordinating, and communicating progress related to deployment• Finalize and close all contract deliverables	<ul style="list-style-type: none">• Update the production system to ensure all records are up to date• Ensure data correctness• Confirm connectivity, logins, etc.• Confirm finalization and closure of all contract deliverables• Clear any outstanding project balance	production environment
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Project Resourcing

AssetWorks’ FuelFocus Project Team

The AssetWorks project team is a team of highly experienced AssetWorks staff who has been "field-hardened" in fleet operations and real world implementations. Many AssetWorks senior managers have been with the company since 1979. Most of the AssetWorks Professional Services employees have fleet operations backgrounds as Fleet Managers, Shop Supervisors, Mechanics, and Inventory Managers. This real world experience is invaluable in helping our customers implement the application and our ability to understand their needs. The proposed FuelFocus project team will consist of the following key positions:

- Professional Services Manager
- Project Manager
- Implementation Consultant
- Senior Technical Product Specialist

Professional Services Manager

The AssetWorks Professional Services Manager will have the ultimate responsibility for the success of Denton’s FuelFocus implementation. The Professional Services Manager reports to the Vice President of Operations and has direct oversight over the Project Manager and day-to-day operations while the Project Manager will oversee the AssetWorks Project Team, including the onsite implementation team and the AssetWorks development and support resources. The Professional Services Manager reviews and approves all project billing and is available to meet periodically with Denton’s executive team to review the project status, discuss challenges facing the project, and identify opportunities to advance the project. The Professional Services Manager will be the first to handle any issue escalations with support from the Vice President of Operations. The Vice President of Operations has sole responsibility within AssetWorks for accepting all contract change orders.

Project Manager

Every AssetWorks software implementation will have a dedicated Project Manager that is assigned to the project from start to finish. The AssetWorks Project Manager is the primary point of contact for the customer and has day-to-day responsibility for the successful completion of the project and reports to the Professional Services Manager. The Project Manager is responsible for coordinating resources and activities to ensure that the project is completed successfully and on schedule by directing the daily activities of the project and managing the rest of the project team. Project management activities include:

- Developing the implementation schedule.
- Coordinating all AssetWorks’ resources necessary for project implementation.
- Monitoring performance quality in design, coding, testing, training, and implementation efforts.

- Supporting project team inquiries and direct AssetWorks’ support group efforts as necessary.
- Providing regular management update reports.

The Project Manager may serve as the Implementation Consultant, or an additional Implementation Consultant will be assigned to conduct all training sessions and will assist with system setup and configuration questions and issues. The Project Manager will also coordinate with AssetWorks’ Implementation Consultant for the implementation of the software and with AssetWorks’ Senior Technical Product Specialist for the installation of the ICUs.

Implementation Consultant

The AssetWorks Implementation Consultant is responsible for supporting the customer’s setup and configuration of the FleetFocus and FuelFocus system at the customer site. The customer will be responsible for the setup of site locations, fuel types, tanks, pumps, hoses, purchasing (receipts, etc.), fuel cards, employee/operator setup for fuel, etc. with support from the Implementation Consultant. This role also remotely supports the onsite efforts of the AssetWorks Senior Technical Product Specialist.

Senior Technical Product Specialist

AssetWorks’ Senior Technical Product Specialists have responsibility for overseeing the installation of the Fuel Island Controllers. They will work with Denton and any fuel system subcontractors to ensure that the fuel islands are properly equipped and configured to accept the installation of the fuel ICU(s). Once installed, they assist with establishing the network connection and working with AssetWorks’ Implementation Consultants to support the initial configuration. The Senior Technical Product Specialist will also provide training on the installation of any WAF devices purchased on the contract.

Recommended Denton Project Resources

To best facilitate the implementation, AssetWorks assumes Denton will adequately staff the project with sufficient resources to support the project’s successful completion and that all appropriate resources will be committed to the project as of the project start date. AssetWorks recommends that Denton resources include:

Customer Resource	Resource Allocation	Responsibilities
Executive Steering Committee	5% of their time for the full duration of the project	The role of the Executive Steering Committee will be to participate in setting the goals and scope of the project and to participate in quarterly status meetings with the Project Team. The Steering Committee will provide general project oversight and guidance to the Project Team relative to the organization’s overall goals and objectives.
Project Manager	20-30% of their time for the full duration of the project	This is the primary contact from Denton who addresses specific project issues and serves as the main point of communication between AssetWorks and Denton. The Project Manager will be responsible for coordinating testing, training, and deployment tasks as well as securing training location(s).

Application Specialist/Database Administrator(s)	100% of their time during Software Installation, Testing, and Training	This required resource must be familiar with Windows IIS-based web applications and VB and .Net components. During the installation, they will assist with the creation and configuration of the application's web site and database instances. After the installation they will be responsible for applying application upgrades, installing new releases, performing regular database backups, periodically running table maintenance scripts, and maintaining the overall FuelFocus™ application. This resource will serve as the principal technical resource supporting the FuelFocus™ application and will be AssetWorks' primary technical contact. The Application Specialist/Database Administrator(s) typically participate in all System Administration and User training sessions.
Fleet Subject Matter Expert(s)	100% of their time during System Configuration, Testing, Training, and Deployment	Responsible for meeting with AssetWorks' Implementation Consultant to determine the configuration requirements for FuelFocus. The Subject Matter Expert(s) typically participate in all System Administration and User training sessions as well as assist with testing and deployment activities.
Network Engineer(s)	100% of their time during Hardware Installation and Testing	A resource familiar with Windows TCIP networking and security is required at the start of the implementation to assist with configuring the servers, connecting the servers to the network, and managing firewall settings. This resource may also be needed to establish and maintain network connectivity to user workstations. After installation these resources may be called upon to handle network and security issues related to FuelFocus™ and user workstations.

Project Schedule

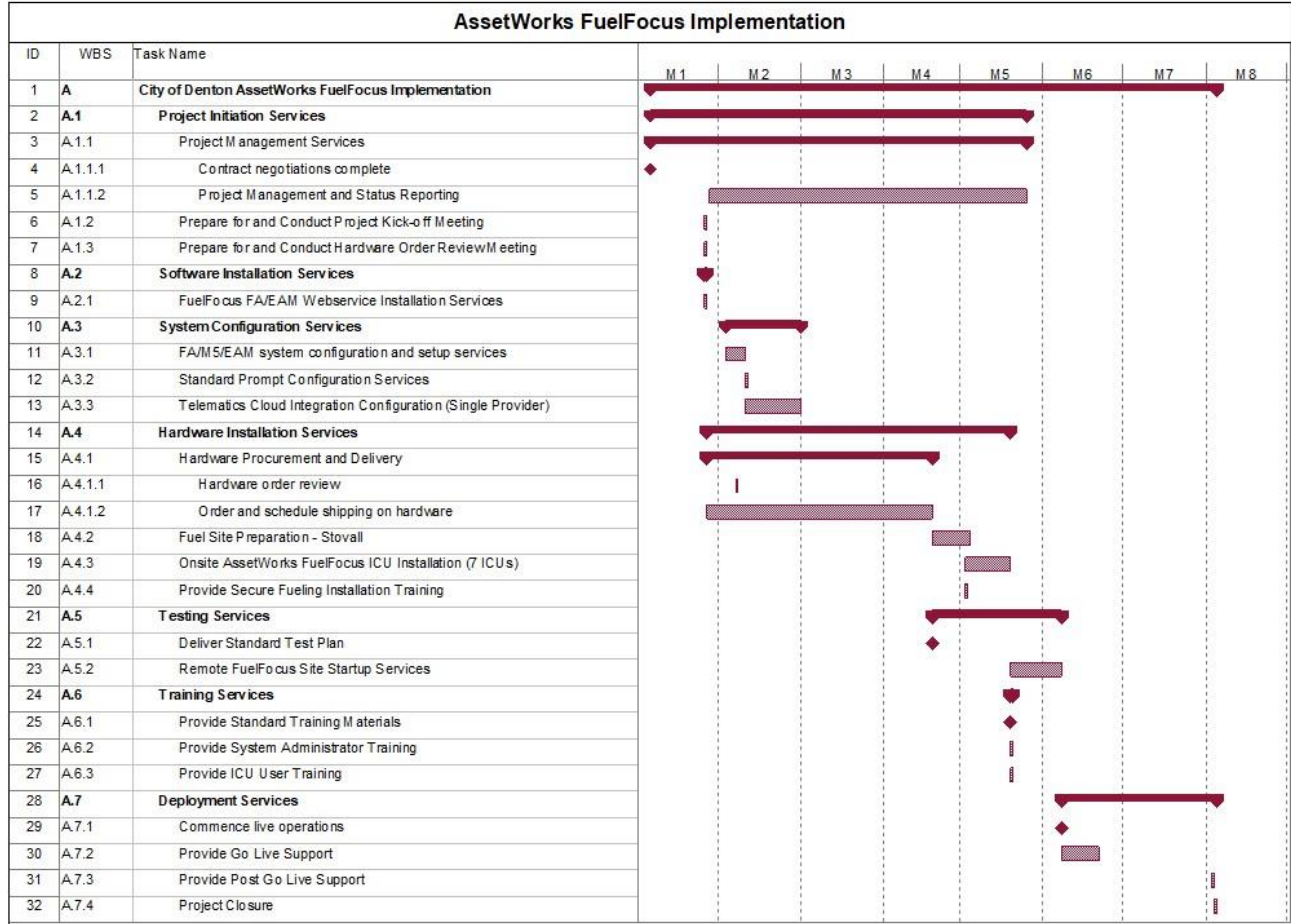
Project Initiation Timeline Overview

Below is an outline of what to expect following an executed contract with AssetWorks for a FuelFocus project. Named AssetWorks resources are assigned after contract execution.

- Project assigned to an AssetWorks Project Manager after contract execution
- Internal project hand off call between AssetWorks Account Manager, Denton, and AssetWorks Project Manager – within two to three (2-3) weeks of Project Manager assignment
- Project kick off meeting scheduled between AssetWorks Project Manager, Implementation Consultant and Denton - within two to three (2-3) weeks after project hand off call.
- FuelFocus FA system setup meeting between Implementation Consultant and Denton - within two (2) weeks after project kick-off meeting or at a time mutually agreed upon by both parties.
- Webservice installation initiated following the system setup meeting at a time mutually agreed upon by both parties.
- All other project execution activities will follow the project plan and be managed by AssetWorks.

Preliminary FuelFocus Project Schedule

AssetWorks proposes the following schedule to accomplish the tasks described above. This schedule is subject to change and dependent upon individual conditions and circumstances encountered during the project. AssetWorks will work with Denton’s project team during project kick-off to finalize the project schedule, which might extend or reduce the timeline below.



Payment Milestones

Professional services will be provided on a Fixed Fee basis with specific milestone amounts and adheres to the milestone schedule listed below.

Milestone #	Milestone Name	Milestone Amount (USD)
Milestone 1	Remote Fuel Project Management Services Billed Upon Contract Execution GSA# PS-630 https://www.gsaadvantage.gov/advantage/ws/catalog/product_detail?itemNumber=PS-630&mfrName=ASSETWORKS%20LLC&contractNumber=GS-35F-317GA	\$10,138.11
Milestone 2	Completion of Remote Project Kickoff & Technical Readiness Meeting Services GSA# PS-120 https://www.gsaadvantage.gov/advantage/ws/catalog/product_detail?itemNumber=PS-120&mfrName=ASSETWORKS%20LLC&contractNumber=GS-35F-317GA	\$864.48

Milestone 3	Completion of Remote FuelFocus-EAM/FA Webservice Software Installation Services in a Production Environment GSA# PS130 https://www.gsaadvantage.gov/advantage/ws/catalog/product_detail?itemNumber=P-S-130&mfrName=ASSETWORKS%20LLC&contractNumber=GS-35F-317GA	\$432.24
Milestone 4	Completion of Remote FuelFocus Prompt Configuration Services in a Production Environment GSA# PS-120 https://www.gsaadvantage.gov/advantage/ws/catalog/product_detail?itemNumber=P-S-120&mfrName=ASSETWORKS%20LLC&contractNumber=GS-35F-317GA	\$1,728.96

Milestone 5	Completion of Onsite Secure Fueling Installation Training Services GSA# PS-240 https://www.gsaadvantage.gov/advantage/ws/catalog/product_detail?itemNumber=P-S-240&mfrName=ASSETWORKS%20LLC&contractNumber=GS-35F-317GA	\$1,728.96
Milestone 6	Completion of Remote FuelFocus-EAM/FA System Setup Services in a Production Environment GSA# PS-150 https://www.gsaadvantage.gov/advantage/ws/catalog/product_detail?itemNumber=P-S-150&mfrName=ASSETWORKS%20LLC&contractNumber=GS-35F-317GA	\$5,186.88
Milestone 7	Installation of Telematics Cloud Integration (Single Provider) in a Production Environment https://www.gsaadvantage.gov/advantage/ws/catalog/product_detail?gsin=11000100885078	\$6,915.84
Milestone 8	Completion of Fuel Management System Site Readiness Services 3 rd Party Contractor GSA# PS-240 https://www.gsaadvantage.gov/advantage/ws/catalog/product_detail?itemNumber=P-S-240&mfrName=ASSETWORKS%20LLC&contractNumber=GS-35F-317GA	\$13,831.68
Milestone 9	Completion of Onsite Hardware Installation Services and Remote FuelFocus ICU Site Startup Services (ICU #1, GSA: PS-240 & PS-250) GSA# PS-240 https://www.gsaadvantage.gov/advantage/ws/catalog/product_detail?itemNumber=P-S-240&mfrName=ASSETWORKS%20LLC&contractNumber=GS-35F-317GA GSA# PS-250 https://www.gsaadvantage.gov/advantage/ws/catalog/product_detail?itemNumber=P-S-250&mfrName=ASSETWORKS%20LLC&contractNumber=GS-35F-317GA	\$3,396.17

Milestone 10	<p>Completion of Onsite Hardware Installation Services and Remote FuelFocus ICU Site Startup Services (ICU #2, GSA: PS-240 & PS-250) GSA# PS-240 https://www.gsaadvantage.gov/advantage/ws/catalog/product_detail?itemNumber=P S-240&mfrName=ASSETWORKS%20LLC&contractNumber=GS-35F-317GA GSA# PS-250 https://www.gsaadvantage.gov/advantage/ws/catalog/product_detail?itemNumber=P S-250&mfrName=ASSETWORKS%20LLC&contractNumber=GS-35F-317GA</p>	\$3,396.17
Milestone 11	<p>Completion of Onsite Hardware Installation Services and Remote FuelFocus ICU Site Startup Services (ICU #3, GSA: PS-240 & PS-250) GSA# PS-240 https://www.gsaadvantage.gov/advantage/ws/catalog/product_detail?itemNumber=P S-240&mfrName=ASSETWORKS%20LLC&contractNumber=GS-35F-317GA GSA# PS-250 https://www.gsaadvantage.gov/advantage/ws/catalog/product_detail?itemNumber=P S-250&mfrName=ASSETWORKS%20LLC&contractNumber=GS-35F-317GA</p>	\$3,396.17
Milestone 12	<p>Completion of Onsite Hardware Installation Services and Remote FuelFocus ICU Site Startup Services (ICU #4, GSA: PS-240 & PS-250) GSA# PS-240 https://www.gsaadvantage.gov/advantage/ws/catalog/product_detail?itemNumber=P S-240&mfrName=ASSETWORKS%20LLC&contractNumber=GS-35F-317GA GSA# PS-250 https://www.gsaadvantage.gov/advantage/ws/catalog/product_detail?itemNumber=P S-250&mfrName=ASSETWORKS%20LLC&contractNumber=GS-35F-317GA</p>	\$3,396.17
Milestone 13	<p>Completion of Onsite Hardware Installation Services and Remote FuelFocus ICU Site Startup Services (ICU #5, GSA: PS-240 & PS-250) GSA# PS-240 https://www.gsaadvantage.gov/advantage/ws/catalog/product_detail?itemNumber=P S-240&mfrName=ASSETWORKS%20LLC&contractNumber=GS-35F-317GA GSA# PS-250 https://www.gsaadvantage.gov/advantage/ws/catalog/product_detail?itemNumber=P S-250&mfrName=ASSETWORKS%20LLC&contractNumber=GS-35F-317GA</p>	\$3,396.17
Milestone 14	<p>Completion of Onsite Hardware Installation Services and Remote FuelFocus ICU Site Startup Services (ICU #6, GSA: PS-240 & PS-250) GSA# PS-240 https://www.gsaadvantage.gov/advantage/ws/catalog/product_detail?itemNumber=P S-240&mfrName=ASSETWORKS%20LLC&contractNumber=GS-35F-317GA GSA# PS-250 https://www.gsaadvantage.gov/advantage/ws/catalog/product_detail?itemNumber=P S-250&mfrName=ASSETWORKS%20LLC&contractNumber=GS-35F-317GA</p>	\$3,396.17

Milestone 15	Completion of Onsite Hardware Installation Services and Remote FuelFocus ICU Site Startup Services (ICU #7, GSA: PS-240 & PS-250) GSA# PS-240 https://www.gsaadvantage.gov/advantage/ws/catalog/product_detail?itemNumber=P-S-240&mfrName=ASSETWORKS%20LLC&contractNumber=GS-35F-317GA GSA# PS-250 https://www.gsaadvantage.gov/advantage/ws/catalog/product_detail?itemNumber=P-S-250&mfrName=ASSETWORKS%20LLC&contractNumber=GS-35F-317GA	\$3,396.18
Milestone 16	Completion of Remote FuelFocus ICU Training Services GSA# PS-500 https://www.gsaadvantage.gov/advantage/ws/catalog/product_detail?itemNumber=P-S-500&mfrName=ASSETWORKS%20LLC&contractNumber=GS-35F-317GA	\$1,728.96
Milestone 17	Completion of Remote Go Live Support Services GSA# PS-220 https://www.gsaadvantage.gov/advantage/ws/catalog/product_detail?itemNumber=P-S-220&mfrName=ASSETWORKS%20LLC&contractNumber=GS-35F-317GA	\$3,457.92
Milestone 18	Completion of Remote Post Go Live Services GSA# PS-230 https://www.gsaadvantage.gov/advantage/ws/catalog/product_detail?itemNumber=P-S-230&mfrName=ASSETWORKS%20LLC&contractNumber=GS-35F-317GA	\$1,728.96
Milestone 19	Completion of Travel Services for Onsite ICU Hardware Installation and Secure Fueling Installation Training Services GSA#PS-240	\$6,051.36

Optional Services

Any items listed as optional in the AssetWorks Order Form and not noted in the above Statement of Work can be added upon request. A full scope, deliverables, and pricing will be added into this SOW and presented back to the customer for review prior to any final contract signatures.

Project Assumptions

The following general assumptions apply to this proposed Statement of Work between AssetWorks Inc. ("AssetWorks") and City of Denton ("Denton"):

General Assumptions

- Professional services will be provided on a Fixed Fee basis with specific milestone amounts and adheres to the milestone schedule listed below.
- For any changes to this Scope of Work as noted above, a signed change order and/or other legally approved amendment must be provided from the customer in order to proceed with the billing of additional costs not contained in this scope of work. The only exception being travel costs as that is variable and travel is provided as an estimate. All travel costs shall be pre-approved by Denton.
- Immaterial or insignificant testing issues that do not prevent Denton from substantially utilizing the Solution to be addressed pursuant in a correction plan, scheduled to be addressed via future maintenance/update or taken under Product Management consideration for a future roadmap item, which in each case do not prevent Denton from substantially using the Solution shall not prevent payment of professional services time and materials billing, fixed fee items with noted milestones, hardware, SaaS and/or hosting monthly fees and/or annual maintenance fees.

- Any onsite services provided are done so as a minimum of three (3) days onsite and require a minimum of eight (8) hours a day to be billed by an AssetWorks' resource or four (4) hours if the resource is available for an additional half day.
- This Statement of Work assumes the customer is properly licensed/subscribed for the necessary module(s) to utilize any areas which require licensing/subscription as part of the delivery of professional services and custom development services.
- Only the modules identified in the accompanying license/SaaS agreement and also specifically noted in this Statement of Work are to be implemented.
- Modules and/or product enhancement services purchased after implementation has begun will require a change order or separate statement of work for services related to installation, setup, configuration and training.
- All modules and product functionality to be delivered as part of this Statement of Work assumes out of the box usage of FleetFocus. Out of the box usage assumes implementation is limited to only fields and functionality available in FleetFocus at the time of implementation and that implementation adheres to the FleetFocus data type and field length for all available fields, unless noted otherwise.
- Where applicable, standard training materials will be utilized; scope does not include customized training materials.
- Customer will reimburse all pre-approved travel expenses, where noted on Order Form and as incurred by AssetWorks for lodging, airfare, airport parking, ground travel, and per diem rates (GSA or AssetWorks rate, whichever is higher) for the duration of travel. Customer is responsible for any change or cancellation fees assessed to AssetWorks by travel service providers (e.g., rental car, airlines, hotels, etc.) due to Customer's cancellation, postponement or request to change the schedule of approved onsite services.
- This Statement of Work does not include any costs associated with Denton third party vendors or software not already provided by AssetWorks that may be needed to complete the implementation.
- AssetWorks is the author, owner, distributor and sole source provider of fleet management software, professional services and maintenance services for the FuelFocus™ family of products which includes FleetFocus™, FASuite, CAM, AssetWorks EAM, M5, MCMS, FuelFocus, M4 and FleetFocus™. Use of the products is subject to the Software License Agreement.
- Subject to Section 13.5 of the MSA between the parties, if this order is abandoned/paused by Denton for any reason mid-effort, Denton will be billed for all AssetWorks time incurred at the current contracted labor rate.

Customer Resources Assumptions

- All functional and operational groups who will be using and/or impacted by the new system should participate in all the sessions which will be conducted once. Repeating previously run sessions may require a change order for additional project budget.
- Denton will provide the resources described in this Statement of Work to ensure a successful implementation of the products.
- Denton will appoint a single point of contact for the duration of the project. This person should have project management responsibilities and decision-making authority. This person will be the focal point of contact for AssetWorks' Customer Support department.
- All key Denton project team resources will be committed to the project as of the project start date.
- Denton commits to training appropriate functional and technical resources as required.
- Denton is responsible for all manual data entry.
- Denton will have all of the necessary and appropriate personnel at all of the meetings for the purpose of defining the requirements of the system. If additional meetings are required to repeat discussions due to the unavailability of Denton resources, additional cost will be invoiced.

- AssetWorks will provide onsite training to Denton (as outlined above) in a classroom environment suitable for training. AssetWorks recommends class size to not exceed 10 users to ensure proper attention can be given to individual users and maintain the needed pace to ensure training sessions are completed in a timely manner consistent with the training schedule. If training is proposed as all remote, then web conferencing tools will be used in place but the customer is still encouraged to not exceed 10 users to allow for effective training.
- Denton will be responsible for preparing the training facility. The training facility should include hardware comparable to that found in the actual work place. Some end-user training can take directly in the storerooms or on the shop
- All training sessions will be based on standard application training materials. Denton will be responsible for customizing training materials to meet its implementation requirements.
- Denton will make appropriate technical resources available to AssetWorks' consultants.
- In the event that Denton schedules onsite services and due to circumstances within Denton's control AssetWorks' scheduled personnel are unable to perform such services, AssetWorks will be entitled to payment for each such scheduled personnel on the basis of an 8-hour day.
- AssetWorks will need assistance from Denton to coordinate training and roll-out schedules, communications with field personnel and setting up training sites.

Infrastructure Assumptions

- Denton will provide a project work area and infrastructure at the centralized implementation location appropriate for the size of the combined Denton/AssetWorks project team. This infrastructure should include desks, chairs, telephones, and workstations with network access to printers and to the applications and implementation databases.
- AssetWorks' consulting estimates do not include installation and/or configuration of any computer hardware and peripheral equipment.
- Denton will be responsible for installing and configuring computer hardware and peripheral equipment such as printers and bar code equipment (if applicable).
- Denton is responsible for providing browser access to the FleetFocus and FuelFocus™ application.
- Denton is responsible for providing and maintaining TCP/IP connectivity with sufficient bandwidth from all user workstations to the FuelFocus and FleetFocus™ servers.
- Denton will receive all standard, out-of-the-box reports with the purchase of the reporting module; the reporting module leverages the Crystal Reports Server OEM Edition license. A non-production and production reporting environment will be implemented.
- Denton will utilize a single production FleetFocus™ and FuelFocus database. A test database instance will also be implemented. If using FleetFocus M5, this Statement of Work applies to an implementation for one "company" if using an Oracle as a database type.
- The following information technology services are not included in this Statement of Work: network connections; telecommunications network(s); operating system, network and database administration; disaster recovery planning; the acquisition, installation, testing and tuning of any required hardware, operating software, peripherals and communications infrastructure.

Project Management and Risk Factors

- Denton and AssetWorks will agree on scope, services, and deliverables for optional modules and services prior to the Notice to Proceed.
- Denton project manager will be responsible for obtaining any required authorizations, approvals and/or signoffs by Denton related to project deliverables and project progression in a timeframe in alignment

with the project work plan. Delays to this process as well as any Denton tasks not completed within the work plan timeframe will be subject to the Change Order Management process, delayed deadlines, and increased services fees.

- This Statement of Work does not include the expenses associated with Denton or Denton resources assigned to the project.
- Denton remains responsible for all integration effort not described in this Statement of Work
- The project schedule is contingent upon the timely attainment of several external milestones that are outside the control of AssetWorks. Examples include but are not limited to the acquisition of the requisite software licenses and hardware and the approval of requisite capital appropriation requests as required.
- Circumstances may necessitate changes to the tasks and/or time estimates, at which time AssetWorks and Denton will discuss these changes in good faith at their earliest opportunity.
- This proposed Statement of Work includes implementation support for only those optional modules, interfaces, and modifications listed in the task list. Any change to the proposed Statement of Work, particularly the implementation services, data conversion, interfaces, and application modifications, will be documented and follow the same procedures for new enhancements or change orders.
- Unless otherwise noted, all integration, enhancement and report development effort quoted in this proposed Statement of Work are an estimate based on AssetWorks' experience providing similar services for other clients based on our current understanding of the requirements. AssetWorks will develop a detailed Development Specification for all services before proceeding with any development.
- This Statement of Work includes services to determine Denton's requirements and preparing the development specifications and quotes for only those development items identified in this Statement of Work. Any requirement analysis and specification work for additional items not identified in this Statement of Work would be done on a time and materials basis.

Project Delays

- AssetWorks and Denton agree that in the event of delay or cancellation of scheduled on-site meetings at Denton request within two weeks of execution, AssetWorks shall be due reimbursement for any travel expenses incurred in preparation for the delayed or cancelled services. In the event that Denton schedules remote and on-site services in excess of three days that are not cancelled in writing at least fourteen (14) days prior to services being performed and due to circumstances within Denton control AssetWorks' scheduled personnel are unable to perform such services, AssetWorks will be entitled to payment for each such scheduled person on the basis of an eight (8) hour day.

Travel Assumptions

- AssetWorks will bill Denton for all actual pre-approved travel expenses directly attributed to onsite services delivered during the project.
- Unless otherwise noted, actual, pre-approved travel expenses will be billed on a monthly basis following the delivery of any onsite services.
- Pre-approved travel expenses are expected to be reimbursed as invoiced and are not subject to any project hold-back or payment deferrals.
- AssetWorks staff members that are scheduled onsite for consecutive weeks will have the option of returning home at the conclusion of the scheduled work week or, with approval from Denton, stay through until the start of the following work week. Expenses incurred during the intervening period will be reimbursed up to the cost of the pre-approved travel expenses that would be incurred returning home between the work weeks.

- AssetWorks will bill Denton for all expenses for pre-approved travel onsite to provide planned services for which Denton is not prepared to support (e.g., Meeting canceled due to weather; schedule participants are unavailable, scheduled facility is unavailable, etc.)
- All pre-approved travel costs provided in this Statement of Work are estimates and subject to revision based on actual airline, hotel, rental car, and local market conditions.

FMS Site Readiness Terms

- Customer has a separate written and signed agreement with AssetWorks. This Order Schedule is subject to the negotiated AssetWorks Master Subscription Agreement, as applicable, which is incorporated herein by reference.
- This Order Schedule is based on the site being Fuel Management System Ready (FMS). FMS Ready means that all FuelFocus System pedestals will be mounted to the appropriate location. All conduits will be connected between the FuelFocus Controllers and pumps, junction boxes and breaker panels. Assumes all dispensers have pulsers and are fuel system compatible. All wires will be pulled and left disconnected at each end. See full FMS Ready Checklist below.
- This Order Schedule does not include permits, permit fees or site as built drawings.
- Prices are quoted in USD and are subject to any applicable state and/or local sales tax, import duties, PST, VAT. The pricing is based upon the quantities listed at the time of purchase. In the event that the number of licenses, assets or sites changes the pricing is subject to change.
- This is a fixed price contract with payment due within 30 days of the receipt of an invoice. All licenses, hardware, and maintenance will be billed upon date of delivery. All services and travel will be invoiced monthly as incurred. Year 1 maintenance period will begin ninety (90) days from date of delivery.
- Details of the warranty, which includes 1 year parts with telephone help desk support, can be found under Hardware Terms in the AssetWorks Online Master Agreement referenced above. Extended warranty plans are available for subsequent years.
- Customer must have a tested network connection at the fuel island. This connection needs to be able to ping the FleetFocus Server successfully.
- Site must have fuel in tanks, dispensers primed and ready to pump fuel for full site certification.
- The following will apply to all Professional Services under the Order Schedule:
- Additional charges may apply if sites are not ready as described above for both services and travel.
- Travel: Expenses include actual costs for lodging, air, and ground travel and per diem rates for meal expenses (corporate rate/government agreement).
- Professional Services engagements have 4-8 week lead time from execution of contract/order. When Professional Service days are contracted, they are removed from AssetWorks' capacity and considered sold to the customer, and as a result AssetWorks makes financial plans based upon the revenues it expects to achieve from the full performance of the contract. It is impossible for AssetWorks to know in advance whether or under what circumstances it would be able to resell the service days if the customer does not use them, either as the result of delaying or canceling meetings, tasks, or deliverables. In most instances, when customers do not use the contracted time, AssetWorks is unable to resell those days or services. Even when days or services may be resold, it is costly to re-market the services, and such efforts divert effort to do so. While customer days have been held out of AssetWorks' capacity planning, AssetWorks may have turned away or delayed the start of other customers in order to meet AssetWorks' commitment to the customer. For these reasons, AssetWorks and the customer agree that in the event of delay or cancellation of scheduled project tasks and meetings at the customer's request within two weeks of execution, AssetWorks shall be due compensation equal to the contracted amount to deliver the services cancelled including any travel expenses incurred in preparation for the delayed or cancelled services.

FMS Ready Checklist for FuelFocus Island Controller System

The following represents a checklist of items that need to be performed in order for the customer to be considered Fuel Management System Ready, or “FMS Ready.” AssetWorks assumes all FuelFocus Island Controller Unit (“ICU”) sites will be FMS Ready before the onsite arrival of any AssetWorks personnel. “FMS Ready” means that all items outlined below, where applicable, have been configured by the customer.

- Failure to comply with these requirements will lead to delays in the projected deployment date. AssetWorks will not be held responsible should the customer fail to meet the FMS Ready requirements below. Additional charges may be incurred for lack of completion.
- The customer should share this document with its electricians to ensure all prerequisite requirements have been completed. When the following requirements have been prepared, the customer will contact AssetWorks to schedule a date to complete final terminations.
- All conduit and wiring requirements below describe what is required for FMS System controller only. AssetWorks assumes the station(s) and dispenser(s) have already been wired.

Core Software Requirements

- The customer will be on a supported version of AssetWorks’ proprietary software products and the minimum version required for any new modules or products purchased.
- The customer will be required to upgrade to utilize new features and/or fixes available to facilitate project success. Software and/or hardware upgrade services for on-premises customers are not included, unless otherwise noted on the Order Form.

Pedestal Mounting Requirements

- The customer will be responsible for mounting the fuel management system pedestal(s) and fastening the pedestal(s) to concrete using appropriate concrete anchors.
- Pedestal will not be within 18 inches of a gasoline dispenser and within 5 feet of a CNG dispenser.
- The customer will attempt to aim the final location of the ICU display out of constant direct sunlight.
- The customer is responsible for ADA Compliance, which requires pedestal(s) to be mounted at user-level and not mounted on a raised fuel island.

Pedestal Conduit Requirements

- The customer will run conduit from the master dispenser(s) to the pedestal(s), as needed.
- The customer will arrange the conduit under the pedestal(s) to fit within the following pedestal dimensions:
- Regular base pedestal dimensions: 10.5" x 11.5"
- Wide-base pedestal adapter dimensions: the base internal dimensions are 12" X 27" and taper upward to 10.5" x 11.5"

FMS Controller Electrical, Conduit, and Wiring Requirements

- AssetWorks requires dedicated power from a circuit breaker panel to each FMS Controller. The power for each controller can be pulled off one (1) circuit breaker.
- The customer’s electrician will pull cables within the indicated conduit, leaving at least three (3) extra feet above the top of the pedestal(s) as much as possible—to fit in the electrical junction box within the dispensers.
- The customer will provide three (3) 14AWG minimum THHN gas/oil resistant wires for power, neutral, and ground to each FMS Controller from the breaker panel. The customer will terminate the wiring at the panel, wire nut FMS System ends, and mark the breaker. The customer will then lock the breaker in the off position.

Network Conduit and Wiring Requirements

- AssetWorks requires a dedicated conduit back to the building from each FMS Controller for communication wiring, unless Wi-Fi connectivity will be used.
- The customer will pull whatever cable is appropriate based on the customer's demands and location parameters to ensure a reliable TCP/IP ethernet connectivity to each ICU. This may be a CAT5 cable, fiber optics, or Wi-Fi connectivity.

Optional Tank Monitoring System Wiring Requirements

- If the TLS interface option is chosen, there are two (2) methods of connecting the Veeder Root console to Fuel Focus. The customer will be responsible for procurement, installation, configuration, and programming of either method:
- The first method is via an RS232 serial card. The customer will be responsible for installing a card in the Veeder Root. While this is a less expensive option, the effective communication distance of RS232 cannot exceed fifty (50) feet between the Veeder Root and FuelFocus controller. If RS232 is used, a four (4) conductor shielded cable must be installed between the two in its own conduit or the ICU network conduit.
- The second method is via TCP/IP. The customer will be responsible for installing an ethernet card in the Veeder Root and running a CAT5 network connection to the customer's network for the Veeder Root. This too should be run in its own conduit or in the ICU network conduit.

Dispenser Conduit and Wiring Requirements

- AssetWorks requires one (1) conduit from the pedestal to be terminated in the dispenser AC electrical junction box.
- For one (1)-hose pump/dispensers: The customer will pull four (4) 14AWG minimum THHN gas/oil resistant wires to each pump/dispenser electrical junction box for control wiring. One (1) of these wires should be white to indicate neutral. Dispenser must be able to have authorized wires always wired hot when using WAF technology, and solenoid valve will be used for system control.
- For two (2)-hose pump/dispensers: The customer will pull eight (8) 14AWG minimum THHN gas/oil resistant wires to each pump/dispenser electrical junction box for control wiring. One (1) of these wires should be white to indicate neutral. Dispenser must be able to have authorized wires always wired hot when using WAF technology, and solenoid valve will be used for system control.
- AssetWorks requires either:
- A second conduit from the pedestal to the pulser junction box in the dispenser, or
- The pulser junction box in the dispenser piped through the AC electrical junction box in the dispenser.
- The customer will pull a four (4) conductor 22AWG minimum shielded cable to the dispenser for pulser communication. Please consult with an AssetWorks technician if these distances exceed three hundred (300) feet.
- If absolutely necessary, the shielded DC pulse wire can be run in the AC conduit. The shielded wire must be bonded to ground at one (1) end of the conduit only, and the other end must be capped.

Mobile FMS Site Readiness Requirements

The following represents a checklist of items that need to be performed in order for the customer to be considered Fuel Management System Ready, or "FMS Ready" for mobile fuel tanker units. AssetWorks assumes all FuelFocus Mobile Fuel Controller ("MFC") unit sites will be FMS Ready before the onsite arrival of any AssetWorks personnel. "FMS Ready" means that all items outlined below, where applicable, have been configured by the customer.

- Failure to comply with these requirements will lead to delays in the projected deployment date. AssetWorks will not be held responsible should the customer fail to meet the Mobile FMS Ready requirements below. Additional charges may be incurred for lack of completion.
- The customer should share this document with its electricians to ensure all prerequisite requirements have been completed. When the following requirements have been prepared, the customer will contact AssetWorks to schedule a date to complete final terminations.
- All cable and wiring requirements below describe what is needed for Mobile FMS System controller only. AssetWorks assumes any dispensers, valves, pulsers, and product pumps have already been wired.

Core Software Requirements

- The customer will be on a supported version of AssetWorks' proprietary software products and the minimum version required for any new modules or products purchased.
- The customer will be required to upgrade to utilize new features and/or fixes available to facilitate project success. Software and/or hardware upgrade services for on-premises customers are not included, unless otherwise noted on the Order Form.

FMS System Enclosure Requirements

- The customer will be responsible for mounting the FMS system enclosure(s) in a weather-protected and easily accessible area of the vehicle(s).

Pulser and Solenoid Valve Requirements

- The customer will verify that all fuel dispensers have 10:1 (electronic or mechanical) pulsers for each hose, per the manufacturer's manual, to support card reader operation.
- The customer will install a 12VDC solenoid valve at the fuel register for each product.

MFC Power and Control Wiring Requirements

- The customer will be responsible for running the following conduit(s) or cable(s) as needed:
- Installing a pre-wired MFC cable to the vehicle's fuse panel or battery
- Ensuring a mechanic terminates the cable and labels fuses, leaving the fuses inside the MFC panel. AssetWorks will install fuses after wiring is complete.
- Running a dedicated ignition wire from the MFC to the vehicle's fuse panel or existing ignition circuit
- Running one (1) conduit or cable from the MFC to be terminated at the solenoid valve for each product
- Running one (1) conduit or cable from the MFC to be terminated at each pulser
- Running all valve and pulser wires inside the MFC and individually labelling them. The customer's installer will leave three (3) feet of extra wiring inside the MFC.

Transfer Tank Control ("TTC") Power and Control Wiring Requirements

- For motor vehicle TTC units, the customer will be responsible for running the following three (3) conduit lines into the controller (Max wire size is 14AWG; Customer must utilize a Ferrule sleeve 2.5MM²/14AWG insulated length 8mm):
- One (1) cable from the car battery to the terminal block (+) using a 3A fuse close to the power source.
- One (1) cable from ignition to the terminal block "Eng / SW" using a 3A fuse close to the power source.
- One (1) cable from the car battery to terminal block (-).
- For units with larger motors, AssetWorks recommends 8 or 10AWG depending on the size of the motor. The customer will confirm sizing with AssetWorks Project Manager or installer prior to installing the three conduit cables specified above.

Optional Wireless Automated Fueling (“WAF”) Antenna Requirements

- The customer will be responsible for:
- Mounting the wireless antenna on a custom bracket that does not block any side of the antenna box. (No metal plates.)
- Mounting the antenna bracket up high enough on the vehicle to give the antenna a bird’s-eye view (360 degrees) around the fuel truck.
- Ensuring the antenna is protected from tree branches and other low-hanging objects.
- Running the pre-wired CAT5 cable from the MFC to the antenna box in a conduit or wire loom.
- Connecting CAT5 cable and ground wire to the antenna and installing the cover.

AssetWorks Hardware Terms of Use

Please refer to section 6 (Hardware) of the negotiated AssetWorks Master Subscription Agreement:

Hardware Prices & Specifications. Hardware prices and specifications are subject to change without notice. AssetWorks is not responsible for typographical and/or photographic errors.

Hardware Installation & Configuration. Hardware fees are exclusive of shipping, installation, and/or configuration services unless Order provides otherwise. Customer agrees that installation guides, site readiness requirements, and/or other hardware-specific terms on the Order or otherwise published by the applicable hardware provider are deemed an integral part of this Agreement.

Hardware Warranties. AssetWorks warranty responsibility for Hardware is limited to replacement parts and telephone and/or helpdesk support during the warranty period in accordance with the then-current applicable warranty statements.

AssetWorks GPS

Technical Assistance. Telephone and/or Help desk support is available for AssetWorks GPS hardware issues 8:00AM-5:00pm MST Monday through Friday, by emailing fss.support@assetworks.com or calling 403-777-3760 x2

Warranty on third-party products, where sold as part of the AssetWorks GPS, will be as offered by the original manufacturer’s warranty terms and Customer will be subject to these terms.

Activations; Invoicing. Notwithstanding any terms to the contrary, Customer agrees that deactivations of AssetWorks GPS-related units shall take effect in the next applicable subscription period and that fees will not be prorated nor refunded for units deactivated during the applicable subscription period.

FuelFocus, FuelDrive, & KeyValet

Technical Assistance. Telephone and/or Help desk support is available for FuelFocus & FuelDrive hardware issues 8:00AM-5:00pm ET Monday through Friday, by emailing fuelsupport@assetworks.com or calling 610-225-8350 (800-900-8152). Calls left after hours will be returned the next business day. Access to support after warranty period is on a commercially reasonable basis unless Customer is a fully paid subscriber for Maintenance.

Return Policy. Hardware may be returned within thirty (30) days of shipment by requesting a Returned Merchandise Authorization (“RMA”) by emailing fuelsupport@assetworks.com or by calling 610-225-8350. RMAs are valid for fifteen (15) days from the date of issuance. Customer must ship the requested hardware, freight pre-paid, with original packing, manuals, and accessories (as applicable) to the RMA-identified return address with AssetWorks-issued RMA affixed and enclosed otherwise no credit will be issued. A minimum restocking fee of 25% will be charged against any return credit issued to Customer. AssetWorks shall refund, replace, or exchange (at its option) such Hardware within fifteen (15) business days of its receipt; provided, however, that AssetWorks reserves the right to reject returns of

Hardware that are: (a) lacking a valid and/or unexpired RMA; (b) no longer in production; (c) used unless under warranty or other maintenance contract; (d) altered without AssetWorks' specific authorization; or (e) not evaluated by AssetWorks' personnel and/or returned in accordance with this section.

Limited Hardware Warranty. AssetWorks warrants Hardware to be free from defects in materials and workmanship for one (1) year from the date of original purchase; provided, however, that AssetWorks GPS Hardware is warranted for the entire Term ("Warranty Period"). During the Warranty Period, AssetWorks will provide new or rebuilt replacement parts for AssetWorks-verified defects within fifteen (15) business days of AssetWorks' receipt of such Hardware if evaluated by AssetWorks and returned in accordance with these terms. On-site labor and travel costs are not included. Replacements may be re-manufactured or reconditioned and will be warranted for the remainder of the original Warranty Period.

Hardware Warranty Exclusions. AssetWorks Hardware warranties do not cover and shall be void in regards to nor shall AssetWorks be responsible for any damages, costs, and/or repairs attributable in any way to: (i) faulty installation or installation otherwise not in accordance with AssetWorks installation manual or instructions; (ii) use of personnel other than authorized representatives of AssetWorks absent prior written approval from the AssetWorks Project Manager; (iii) water, fire, abuse, theft, vandalism, shipment, accident, operator error or lack of knowledge, power surges or failure, acts of god and force majeure; (iv) any condition not encountered during normal operation; (v) neglecting, misusing, tampering, or adjusting of the Hardware; (vi) Customer's failure to perform normal preventive maintenance; (vii) accessories attachments or other devices not furnished by AssetWorks; (viii) labor, travel, or any costs unrelated to parts; and (ix) expendable items such as magnetic card, printer ribbons, fuses, bulbs, and similar items and supplies subject to ordinary wear and tear.

HARDWARE WARRANTY DISCLAIMER. HARDWARE WARRANTIES ARE PROVIDED IN LIEU OF ALL OTHER RIGHTS, CONDITIONS, AND WARRANTIES. ASSETWORKS MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO HARDWARE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR NON-INFRINGEMENT. ASSETWORKS DOES NOT WARRANT THAT HARDWARE WILL BE ERROR-FREE OR THAT ANY DEFECTS THAT MAY EXIST IN PRODUCTS CAN BE CORRECTED. IN NO EVENT SHALL ASSETWORKS BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, LOST PROFITS, OR ANY OTHER SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, HOWEVER CAUSED WHETHER OR NOT ASSETWORKS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Logistical and Scheduling Support

AssetWorks will need assistance from Denton to coordinate training and roll-out schedules, communications with field personnel and setting up training sites.

Procedures for Handling Change Orders

If there is a change to the scope, or additional requirements to the project, these will be documented in the project change log, and the AssetWorks PM will review these potential changes with the Denton Project Manager to determine the need and priority for the change. If the change is something that will be required, then the next determination would be who will be responsible for executing the change, if the change will result in a change of scope requiring additional support or effort from AssetWorks a formal change order request will be developed and provided

to Denton for review and approval to be added to the scope of work. Any changes to the scope of work will be reflected in the project decision log and will result in updates to the project scope of work, schedule, and budget, including the addition of any additional milestones. Only after all parties agree on the need for the change, and the plan for integrating the change into the overall implementation project plan, would AssetWorks begin work on this change.

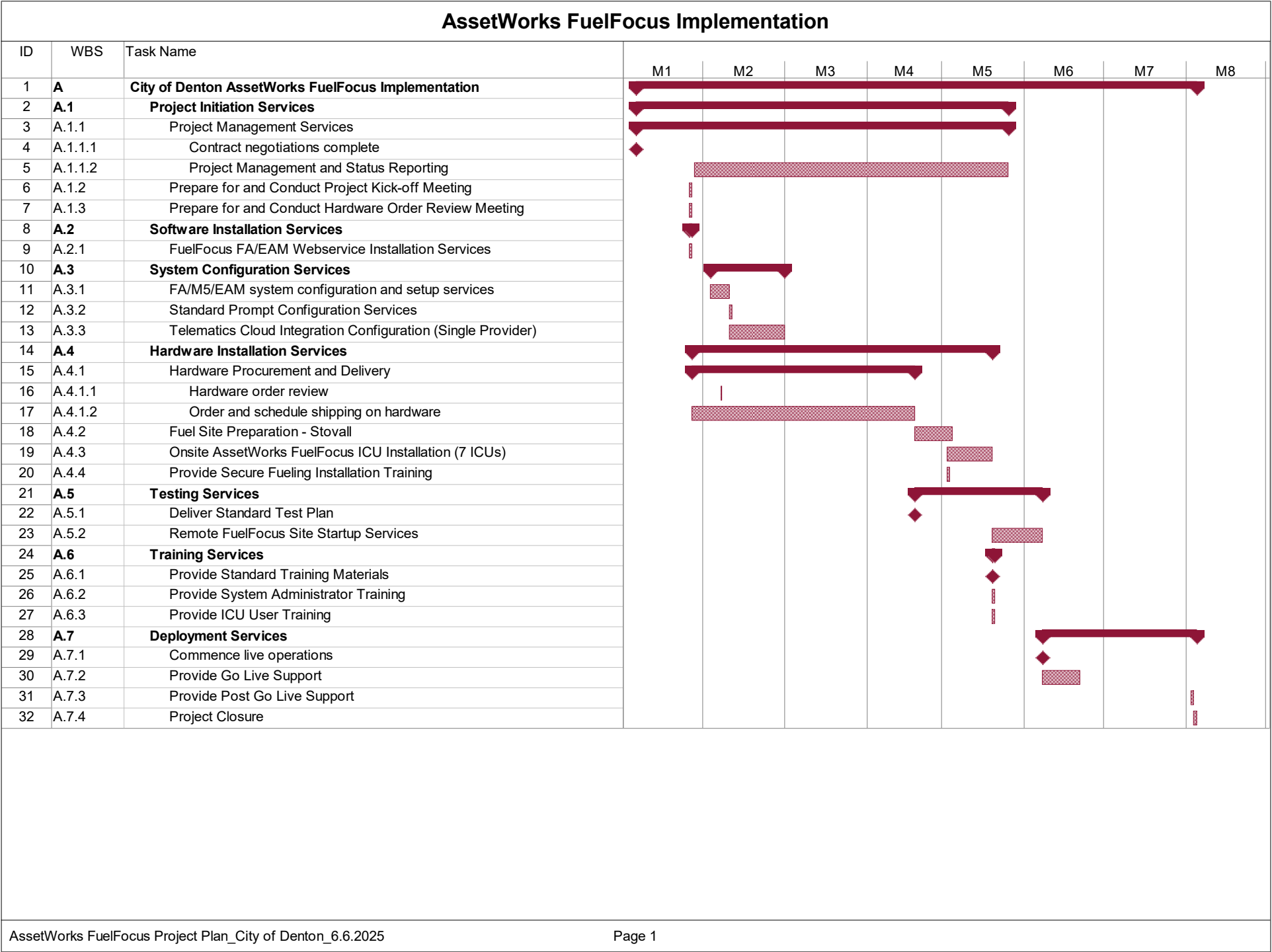
Sole Source Provider

AssetWorks is the author, owner, distributor and sole source provider of fleet management software, professional services, and maintenance services for the FuelFocus™ family of products which includes AssetWorks EAM, FleetFocus, FASuite, G2K, MCMS, M4 and FuelFocus™. AssetWorks is solely authorized or certified to provide this service.

SOW Signature Block

In witness whereof, the parties’ authorized representatives hereby agree to this Statement of Work

City of Denton Authorized Representative:			
Signature:		Date:	
AssetWorks Authorized Representative:			
Signature:		Date:	





This Master Subscription Agreement (“**Agreement**”) is deemed effective upon the earlier of _____, 2025, or the below date of countersignature (“**Effective Date**”) between the **AssetWorks Inc.** (“**AssetWorks**”) and **City of Denton, Texas** and/or its authorized intermediary (“**Customer**”) identified on the order form and/or statement of work (collectively “**Order**”).

0 SCOPE & TERM.

- 0.1 This Agreement shall continue for three (3) years with the option to renew for 2 one year periods. from the Effective Date (“**Term**”) and shall apply to all Orders executed between AssetWorks and Customer (collectively “**Parties**”) during the Term. Capitalized terms are defined at the end of this Agreement.
- 0.2 The following order of precedence shall control in case and to the extent of conflict:
- Exhibit A – Special Terms and Conditions
 - Exhibit B – the GSA Cooperative MAS Contract GS-35F-317GA
 - Exhibit C – AssetWorks Order Form Q-14535-4, Assetworks FuelFocus SOW and Master Subscription Agreement
 - Exhibit D – Certificate of Interested Parties Electronic Filing
 - Exhibit E – Insurance Requirements
 - Exhibit G – Conflict of Interest Questionnaire
- 0.3 Customer agrees to pay the fees and AssetWorks agrees to supply the items as detailed on the Order subject to the terms and conditions of this Agreement (as applicable) to the exclusion of any additional or conflicting terms of acceptance.
- 0.4 No terms or conditions endorsed upon, delivered with, or contained in the Customer's acknowledgement or acceptance of this Agreement or any related Order shall form part of this Agreement except those specifically set forth above and incorporated into this Agreement. Similarly, any additional or amended terms on AssetWorks documents or electronically available will not be applicable to Customer to the extent negotiated herein and subject to the laws of the State of Texas and without waiving any applicable immunity. Customer hereby waives and agrees to waive any right to rely on such terms and conditions.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by authorized representatives as of the Effective Date:

ASSETWORKS INC.		CUSTOMER	
By	_____	By	_____
Name	_____	Name	_____
Title	_____	Title	_____
Date	_____	Date	_____
Address	1001 Old Cassatt Road, Ste. 204 Berwyn, PA 19312	Address	_____
CC 1:	_____	CC 1:	_____
CC 2:	legal@assetworks.com	CC 2:	_____



1 SAAS SUBSCRIPTION

- 1.1 Software-as-a-Service Subscription. If the Order includes SaaS, recurring service, or similar identifier then subject to the terms and conditions of this Agreement including the payment of fees, AssetWorks will provide Customer with subscription-based access to the software/service as detailed on the Order and Documentation during the prepaid Term through an access-restricted website or designated IP address hosted via a third-party data center ("**SaaS**" or "**Service**") for Customer's internal business purposes provided Customer complies with the applicable limitations on use set forth in Section 3 (*Ownership; Restrictions; Utilization Limitations*).
- 1.1.1 Support. SaaS subscriptions include standard support pursuant to Section 4 (*Maintenance & Support*).
- 1.1.2 Hosting. SaaS subscriptions include standard hosting services pursuant to Section 5 (*Hosting Services*).
- 1.1.3 Delivery N/A. Customer agrees that orders for SaaS are services agreements due upon Effective Date for which delivery and acceptance is inapplicable and that no copies of the Software nor license thereto will be delivered nor granted to Customer unless the Order includes license to Software, in which case the license as set forth in Section 2 shall apply to such Software.

2 SOFTWARE LICENSE

- 2.1 Restated Software License. If the Order includes license to Software, then subject to the terms and conditions of this Agreement including the payment of fees, AssetWorks grants to Customer a non-exclusive, non-transferable, non-sublicensable, perpetual license to use the Software as detailed on the Order and Documentation up to the number of units or in the amount, quantity, and/or tier or as otherwise specified on the Order (e.g. Active Equipment Unit, Concurrent License, Enterprise License) for Customer's internal business purposes provided Customer complies with the applicable restrictions set forth in Section 3 (*Ownership; Restrictions; Utilization Limitations*). Customer's license is for (1) copy or image of the Software within one (1) business entity for production purposes on approved database and application servers ("**Customer Environment**"). Customer shall not copy nor use the Software for any other purpose except: (a) for archival purposes; (b) in connection with a disaster recovery program; or (c) for testing operation of the Software outside of a live production environment.
- 2.1.1 Support N/A. For additional fee, Customer may obtain standard support pursuant to Section 4 (*Maintenance & Support*).
- 2.1.2 Hosting N/A. For additional fee, Customer may obtain hosting services pursuant to Section 5 (*Hosting Services*).

3 OWNERSHIP; RESTRICTIONS; UTILIZATION LIMITATIONS;

- 3.1 Restrictions; Limitations. To the extent permitted by law and unless Parties agree otherwise, Section 1 (*SaaS Subscription*) and Section 2 (*Software License*) are conditioned on the following limitations and restrictions. Customer shall not knowingly attempt, permit, nor knowingly encourage any third party to: (a) copy, modify, enhance, translate, change data structures, create derivative works from, distribute, publicly display or perform, sublicense, transfer, sell, rent, lease, or assign the Software or Documentation or otherwise encumber the Service; (b) reverse engineer, decompile, disassemble, or otherwise attempt to derive or modify the software or Source Code, underlying data structure, ideas, know-how, algorithms, or other trade secrets relevant to the Service; (c) engage in any activities that interfere or disrupt any computer, software, network, or other device used to provide the Service or otherwise impacting the Service or data contained therein; (d) gain unauthorized access; (e) remove any proprietary notices, labels, or markings from the Software or Documentation; (f) use the Software or Service by more than one (1) business entity, in processing work for third parties, or for any purpose other than its internal business purposes, which does not include use by any parent, subsidiary, or affiliate of Customer nor any third party other than Customer's Users; (g) use the Service in a manner that violates laws or rights of others such as by inputting Excluded Data into the Service; (h) use the Software or Service as part of a fail-safe design for dangerous or emergency applications or as part of control measures required for hazardous materials, life support systems, munitions, or weapons; (i) perform benchmark, availability/uptime, performance, or pen tests without prior consent; (j) use the Software or Service to compete with AssetWorks; (k) engage in web- or data scraping on or related to the Service, including without limitation collection of information through unapproved third-party vendor, bot, web crawler, or any software that simulates human activity; and (l) use the Service and/or Software in excess of the licensed quantity or tier (e.g. Active Equipment Unit, Concurrent License, Enterprise License, etc.).
- 3.2 Ownership. Customer will not obtain any ownership rights, title, or interest to the Software or Services nor to any improvements, enhancements, derivatives, or modifications thereto. Any software, systems, methods, inventions, technology, and any intellectual property rights ("**IPR**") developed or otherwise arising during this Agreement shall remain exclusively owned by AssetWorks and/or its licensors. Notwithstanding anything to the contrary, AssetWorks shall have the right to collect and analyze data and other information relating to the provision, use, and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data), and AssetWorks will be free (during and after the term hereof) to: (a) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other AssetWorks offerings, and (b) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

4 MAINTENANCE & SUPPORT

- 4.1 Annual Support Subscription (i.e. Maintenance-as-a-Product). Subject to the terms and conditions of this Agreement, AssetWorks will provide the latest updates, modifications, and enhancements (including correction of errors) which relate to the operation and performance of the Software or SaaS (hereinafter referred to collectively as the “**Service(s)**”) as they are developed and made generally available in accordance with the maintenance and support schedule published by AssetWorks (collectively “**Maintenance**” or “**Support**”). Subscriptions to Maintenance include:
- 4.1.1 Technical Assistance. AssetWorks will make available technically qualified personnel to respond to all reasonable support requests made by Customer during normal business hours published by AssetWorks Customer Care (excluding legal holidays).
 - 4.1.2 Technical Literature. AssetWorks will make available all technical literature (i.e. Documentation) in electronic format that is relevant to the operation of the Service within the scope of Customer’s operations.
 - 4.1.3 Correction of Deviations. AssetWorks will take reasonably necessary steps to correct errors and/or malfunctions (“**Deviation(s)**”) without undue delay that, in the mutual and reasonable opinion of the Parties, constitute a serious impediment to the normal intended use of the Service as set forth in the Documentation. Corrections to Deviations which do not rise to this level will be distributed to Customer in accordance with AssetWorks’ normal maintenance schedule.
 - 4.1.4 Software Revisions & New Versions. The Software may be revised by AssetWorks to correct Deviations and/or for upgrades, enhancements, improvements, or modifications designed to improve performance and/or increase capabilities of the Software. Revisions may be mandatory or optional and are included at no cost with annual subscription to Maintenance. New products or versions may also be added to the Software from time to time by AssetWorks. Compared to revisions, new products substantially improve the performance, functionality, and capability of the Software. AssetWorks has sole discretion to determine which revisions are mandatory and which updates shall be issued as new products for additional fee.
- 4.2 Maintenance Exclusions. Unless the Order provides otherwise, subscriptions to Maintenance do not include: (a) custom programming, consulting, configuration services, migration or upgrade support; (b) on-site support or installation, travel, hotel, and per-diem expenses related thereto; (c) support of any software other than the Software accessed as part of the Service; (d) training; (e) support for third-party integrations; (f) support of Customer’s computer equipment, servers, printers, or problems which arise therefrom; (g) remediation of issues resulting from: Customer’s misuse of the Software or data files in contravention of the Documentation, failure to implement a mandatory revision or update the Software to a current or supported version when recommended, failure to obtain or decision to otherwise previously forgo Maintenance; (h) diagnostic assistance for issues unrelated to a Deviation; and (i) any Professional Services which AssetWorks ordinarily performs pursuant to SOW.
- 4.3 Additional Software Maintenance Fee. Customer agrees that Maintenance fees shall automatically increase in an amount equal to twenty-five percent (25%) of the non-discounted, then-current Software fee for additional licenses supplied during the Term. AssetWorks shall invoice and Customer agrees to pay additional maintenance for Software licenses upon the Order Effective Date. Customer agrees to pay additional maintenance for the cost of any custom-developed software, custom report, or custom notification upon delivery pursuant to the Order. For SaaS, additional custom maintenance will be added to the annual SaaS fee or added into the per-unit SaaS fee.
- 4.4 Maintenance Re-enrollment Fee. In the event Customer subscribes to Maintenance anytime after the Effective Date or otherwise fails to pay for Maintenance in advance of the annual term, then in addition to the annual subscription fee due in advance for the next year, Customer also agrees to pay a late-subscription fee (which Customer hereby agrees is fair and reasonable) along with back-maintenance in a total amount equal to One Hundred and Ten Percent (110%) of the Maintenance fees otherwise payable.
- 4.5 Mandatory Revisions; Termination. AssetWorks reserves the right to terminate Maintenance if Customer does not implement a mandatory revision within sixty (60) days’ notice or such longer period as AssetWorks may provide.
- 4.6 Other Fees & Expenses. If on-site Maintenance is required, Customer agrees to pay reasonable travel, hotel, and per-diem expenses which shall be invoiced and paid as incurred.

5 HOSTING SERVICES.

- 5.1 Scope of Services. AssetWorks provides hosting services via a third-party data center (“**Hosted Environment**”) inclusive with subscriptions to SaaS and to support installation and upgrade management of Software licensed by Customer (“**Hosting Services**”). If the Order includes Hosting Services or SaaS, then the Service for purpose of the Agreement includes the following:
- 5.1.1 Application. Application refers to AssetWorks’ proprietary software and third-party software if specified on the Order.
 - 5.1.2 Support Software. Support Software includes the operating system, utilities, database software, and all necessary licenses required to operate the Application as detailed in the Documentation.
 - 5.1.3 Hosted Environment Hardware. Server infrastructure using redundant web and database servers is deployed within the Hosted Environment. If required, Customer will provide the telecommunications equipment, communications line, and services for connecting Customer’s site to the Hosted Environment.
 - 5.1.4 Database Instances. AssetWorks will maintain a single production database instance to provide daily, real-time transaction data to Users and will populate a test database (if applicable) with Customer’s production data up to four (4) times in any twelve (12) month period at no additional cost. If applicable, updates or patches are first introduced to the test environment and Customer is responsible to test and report errors within ten (10) days otherwise the new release or patch will then be discharged in the production environment. AssetWorks may use the test environment to troubleshoot or configure and test new functionalities or reports. A Reporting Database may be provided for an additional fee on a 24-hour refresh.
 - 5.1.5 Custom Reports. For an additional fee, AssetWorks will certify a Customer-built report for scheduling execution from within the Application directly against the production database, certifying that the report performs within appropriate performance guidelines and does not cause unacceptable response time issues. Once certified, AssetWorks will install the report into Customer’s production environment to make it available for execution submission from within the Application.
 - 5.1.6 Backups. Hosted Environment database and incremental file Service backups are performed daily with local retention at fifteen (15) to thirty (30) days, local workloads enabled with cloud tiering to Microsoft Azure Blob storage for archive data from thirty-one (31) to ninety (90) days; target recovery time objective (RTO) is forty-eight (48) hours or maximum of four (4) business days; Recovery Point Objective (RPO) under one (1) minute.
 - 5.1.7 Hours of Service Operation. Application will be accessible and available to Customer and capable of normal operating functions twenty-four (24) hours-per-day, seven (7) days-per-week, except for periods of scheduled maintenance and AssetWorks’ approved outages with prior customer notification. AssetWorks will not be held responsible for inaccessibility arising from communications problems occurring beyond AssetWorks’ external network interface nor will those hours of inaccessibility count as unavailable.
 - 5.1.8 Hosted Environment Maintenance. AssetWorks will complete routine maintenance, including application upgrades, on the Hosted Environment according to the published schedule. Upgrade/patch notifications are normally sent two (2) business days in advance and generally occur during off-hours. All routine, additional, and emergency maintenance will be considered a period of scheduled maintenance. AssetWorks will endeavor to provide at least thirty (30) days’ notice to any changes in the schedule. If additional non-emergency maintenance outside of the scheduled maintenance window is required, AssetWorks will notify Customer in writing and Parties will mutually agree on the downtime.
 - 5.1.9 Data Classification. The Hosted Environment maintains SSAE-16 SOC 2 certification/ISO27001 compliance as a facility housing CUI (Controlled Unclassified Information) data based on the DOJ assessment using NIST 800-53 guidelines for FISMA (Federal Information Standards Management Agency) standards. (SC Information Service = [(confidentiality, MODERATE), (integrity, LOW), (availability, LOW)]).
- 5.2 Customer Responsibilities. The Service specifically excludes the following items which Customer agrees to be responsible for:
- 5.2.1 Maintenance Exclusions. All items listed within section 4.2 (*Maintenance Exclusions*) including (but is not limited to) remediation of issues which do not constitute a Deviation. AssetWorks shall have no obligation but may attempt to correct such situations at Customer’s expense.
 - 5.2.2 Proper Use. Use reasonable efforts to ensure the Service is used in accordance with this Agreement and in a manner that does not violate nor threaten to violate applicable laws or rights of others (such as by inputting Excluded Data into the Service) and promptly notifying AssetWorks upon discovery of misuse or suspected misuse by Customer, its Users, or any third party.
 - 5.2.3 Unauthorized Access. Customer shall take reasonable steps to prevent unauthorized access to the Service such as by protecting passwords and securely managing log-in credential. Customer shall notify AssetWorks as soon as practicable of any suspected unauthorized use of the Service or breach of its security and shall use best efforts to stop said breach.
 - 5.2.4 Key Personnel. Assigning primary and alternate Customer-designated key personnel to coordinate all communications and activities related to the Services on a regular basis.
 - 5.2.5 Customer Resources. Customer will: (i) provide, maintain, and make available to AssetWorks, at Customer’s expense and in a timely manner, the resources, personnel, and documentation described in the Order and reasonably requested by AssetWorks; (ii) designate qualified representatives with project management responsibilities and/or decision-making authority to regularly consult with AssetWorks; (iii) assign primary and alternate Customer key personnel to coordinate all communications; and (iv) meet all Order assumptions (e.g. site readiness) and be responsible for any delays or additional fees should any Order assumptions not be met.

- 5.2.6 Customer Credentials & Application-level Security. Providing up-to-date User identification data, determining the appropriate security profile for each User, keeping all User identifications and passwords secure ("**Customer Credentials**"), and promptly notifying AssetWorks upon suspicion that Customer Credentials were compromised. Customer is solely responsible for application-level security and for secure management of Customer Credentials.
- 5.2.7 Customer's Site. Installation, operation, and maintenance of all workstation software, existing data communications and configurations, LAN, hardware, or other application software required at Customer's site. Customer will provide access to its site and obtain any license or approvals necessary for any on-premise performance.
- 5.2.8 Customer's Environment. Ensuring Software deployed to the Customer Environment (if applicable) complies with the Documentation and does not exceed the licensed quantity, tier, or other Order restriction.
- 5.2.9 Testing updates, fixes, and upgrades. Testing updates or patches and reporting any errors within ten (10) days of their introduction to the test environment or otherwise during the mutually agreed testing period.
- 5.2.10 Diligent Troubleshooting. Customer must perform analysis of suspected problems to determine their specific nature and possible causes before calling AssetWorks for assistance. Notwithstanding this diligence requirement, Customer is responsible for informing AssetWorks of any problems encountered in a timely manner.

5.3 Service Level Objectives.

- 5.3.1 Availability. AssetWorks will use commercially reasonable efforts to provide Services with an average of 99% Availability for each quarter during the Term. For purposes of the Agreement, "**Availability**" during any quarter refers to Customer's Users' ability (i.e. documented inability) to log into the production environment during such quarter calculated as follows:

$$X = (Y - Z) / Y * 100$$

"X" is the Availability of the production environment during the quarter;

"Y" is the total number of hours in such quarter minus the number of hours during such quarter that the Customer is unable to log in because of: (a) regularly scheduled maintenance windows and other times for which Customer received reasonable notice in advance thereof; (b) Force Majeure, third-party integrations, and other circumstances outside AssetWorks' reasonable control ; (c) non-performance of hardware, software, Customer's internet service provider (ISP) connections, and/or non-performance of equipment that is neither provided nor certified by AssetWorks except as such non-performance is directly caused by AssetWorks; and

"Z" is the number of hours in such quarter during which Customer is unable to log into the production environment (exclusive of items set forth in the definition of "Y" above and de minimis outages); provided that AssetWorks was notified or reasonably should be aware of Customer's inability to log into the production environment.

- 5.3.2 Service Credit. In the unlikely event Availability is less than ninety-nine percent (99%) during any two (2) consecutive quarters, Customer will receive a service credit (i.e. fee adjustment) of five percent (5%) of the applicable Service fees paid, subject to Customer delivering written notice (detailing the alleged unavailability, time/duration, location/users impacted (if applicable), and description of resolution attempts) within fifteen (15) days of the relevant quarter's end in writing to AssetWorks' office address and subject to Customer's compliance with the terms of this Agreement. Upon receipt of such notice, AssetWorks shall have thirty (30) days to investigate the contention and, if it is determined that AssetWorks did in fact fail to meet the applicable Availability level, Customer will receive the appropriate service credit to its account during the next invoice cycle. THE SERVICE CREDIT SET FORTH ABOVE SHALL BE CUSTOMER'S SOLE REMEDY AND ASSETWORKS' ENTIRE LIABILITY IN THE EVENT OF A BREACH OF THESE SERVICE LEVEL OBJECTIVES.

- 5.4 Performance Reports. Unless the Order or applicable law requires otherwise, AssetWorks will provide standard performance reports and availability metrics to Customers via biannual conference calls (i.e. Teams). Customer acknowledges and agrees that: (i) all such performance reports constitute sensitive trade secret and confidential information of AssetWorks not to be shared without approval; and (ii) any greater frequency, customized reporting, and/or actual delivery of performance documentation will require additional engagement and fee. AssetWorks acknowledges that the Customer must strictly comply with the Public Information Act, Chapter 552, *Texas Government Code* in responding to any request for public information related to this Agreement. This obligation supersedes any conflicting provisions of this Agreement. Determination of the public nature of the material is subject to the Texas Public Information Act, chapter 552, *Texas Government Code*

6 HARDWARE

- 6.1 Hardware Prices & Specifications. Hardware prices and specifications are subject to change without notice. AssetWorks is not responsible for typographical and/or photographic errors.
- 6.2 Hardware Installation & Configuration. Hardware fees are exclusive of shipping, installation, and/or configuration services unless Order provides otherwise. Customer agrees that installation guides, site readiness requirements, and/or other hardware-specific terms on the Order or otherwise published by the applicable hardware provider are deemed an integral part of this Agreement.
- 6.3 Hardware Warranties. AssetWorks warranty responsibility for Hardware is limited to replacement parts and telephone and/or helpdesk support during the warranty period in accordance with the then-current applicable warranty statements.
- 6.4 AssetWorks GPS
- 6.4.1 Technical Assistance. Telephone and/or Help desk support is available for AssetWorks GPS hardware issues 8:00AM-5:00pm MST Monday through Friday, by emailing fss.support@assetworks.com or calling 403-777-3760 x2
- 6.4.2 Warranty on third-party products, where sold as part of the AssetWorks GPS, will be as offered by the original manufacturer's warranty terms and Customer will be subject to these terms.
- 6.4.3 Activations; Invoicing. Notwithstanding any terms to the contrary, Customer agrees that deactivations of AssetWorks GPS-related units shall take effect in the next applicable subscription period and that fees will not be prorated nor refunded for units deactivated during the applicable subscription period.
- 6.5 FuelFocus, FuelDrive, & KeyValet
- 6.5.1 Technical Assistance. Telephone and/or Help desk support is available for FuelFocus & FuelDrive hardware issues 8:00AM-5:00pm ET Monday through Friday, by emailing fuelsupport@assetworks.com or calling 610-225-8350 (800-900-8152). Calls left after hours will be returned the next business day. Access to support after warranty period is on a commercially reasonable basis unless Customer is a fully paid subscriber for Maintenance.
- 6.5.2 Return Policy. Hardware may be returned within thirty (30) days of shipment by requesting a Returned Merchandise Authorization ("RMA") by emailing fuelsupport@assetworks.com or by calling 610-225-8350. RMAs are valid for fifteen (15) days from the date of issuance. Customer must ship the requested hardware, freight pre-paid, with original packing, manuals, and accessories (as applicable) to the RMA-identified return address with AssetWorks-issued RMA affixed and enclosed otherwise no credit will be issued. A minimum restocking fee of 25% will be charged against any return credit issued to Customer. AssetWorks shall refund, replace, or exchange (at its option) such Hardware within fifteen (15) business days of its receipt; provided, however, that AssetWorks reserves the right to reject returns of Hardware that are: (a) lacking a valid and/or unexpired RMA; (b) no longer in production; (c) used unless under warranty or other maintenance contract; (d) altered without AssetWorks' specific authorization; or (e) not evaluated by AssetWorks' personnel and/or returned in accordance with this section.
- 6.6 Limited Hardware Warranty. AssetWorks warrants Hardware to be free from defects in materials and workmanship for one (1) year from the date of original purchase; provided, however, that AssetWorks GPS Hardware is warranted for the entire Term ("Warranty Period"). During the Warranty Period, AssetWorks will provide new or rebuilt replacement parts for AssetWorks-verified defects within fifteen (15) business days of AssetWorks' receipt of such Hardware if evaluated by AssetWorks and returned in accordance with these terms. On-site labor and travel costs are not included. Replacements may be re-manufactured or reconditioned and will be warranted for the remainder of the original Warranty Period.
- 6.7 Hardware Warranty Exclusions. AssetWorks Hardware warranties do not cover and shall be void in regards to nor shall AssetWorks be responsible for any damages, costs, and/or repairs attributable in any way to: (i) faulty installation or installation otherwise not in accordance with AssetWorks installation manual or instructions; (ii) use of personnel other than authorized representatives of AssetWorks absent prior written approval from the AssetWorks Project Manager; (iii) water, fire, abuse, theft, vandalism, shipment, accident, operator error or lack of knowledge, power surges or failure, acts of god and force majeure; (iv) any condition not encountered during normal operation; (v) neglecting, misusing, tampering, or adjusting of the Hardware; (vi) Customer's failure to perform normal preventive maintenance; (vii) accessories attachments or other devices not furnished by AssetWorks; (viii) labor, travel, or any costs unrelated to parts; and (ix) expendable items such as magnetic card, printer ribbons, fuses, bulbs, and similar items and supplies subject to ordinary wear and tear.
- 6.8 HARDWARE WARRANTY DISCLAIMER. HARDWARE WARRANTIES ARE PROVIDED IN LIEU OF ALL OTHER RIGHTS, CONDITIONS, AND WARRANTIES. ASSETWORKS MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO HARDWARE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR NON-INFRINGEMENT. ASSETWORKS DOES NOT WARRANT THAT HARDWARE WILL BE ERROR-FREE OR THAT ANY DEFECTS THAT MAY EXIST IN PRODUCTS CAN BE CORRECTED. IN NO EVENT SHALL ASSETWORKS BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, LOST PROFITS, OR ANY OTHER SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, HOWEVER CAUSED WHETHER OR NOT ASSETWORKS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7 PROFESSIONAL SERVICES.

- 7.1 Scope. AssetWorks will provide the professional services detailed on the Order Form and/or SOW (collectively "**Order**") or otherwise requested by Customer ("**Professional Services**" or "**PS**").
- 7.2 Professional Services Fees. Customer agrees to pay the Professional Services fees as follows:
- 7.2.1 Each Order will be on a time and material basis, a fixed price basis, or a hybrid of both as specified in the Order. The Order may include a definitive list of deliverables ("Deliverables") that must be completed by AssetWorks. In some instances, the Order will include a date by which Deliverables must be completed.
 - 7.2.2 In the event that Professional Services result in greater AssetWorks duties than required by the Order, Customer will work closely and in good faith with AssetWorks to modify the Order to ensure that fees are increased reflect increased Customer requirements.
 - 7.2.3 Unless specifically addressed in the Order, all travel and expenses will be extra and billed as incurred.
 - 7.2.4 Customer will bear the expense of its failure to meet all assumptions noted on the Order.
- 7.3 Subcontractors. AssetWorks may engage subcontractors to assist in performing Professional Services without the prior written consent of Customer so long as AssetWorks supervises such subcontractors as if AssetWorks performed the Professional Services.
- 7.4 Customer acknowledges that AssetWorks performance is dependent on the timely disclosure of all relevant information and the timely performance of the Customer's obligations under this Agreement, including without limitation, the Customer's obligations in Clause 12 below. AssetWorks will not be liable for any delays, losses, damages or costs which the Customer suffers as a direct or indirect consequence of its failure to disclose information or perform any obligations and the Customer accepts full responsibility therefore. AssetWorks will be entitled to charge the Customer additional charges from time to time for any work or idle time in relation to or on account of: (i) the Customer's failure to perform as set out above, or (ii) providing services detailed on the Order. For the purposes of this Clause "idle time" shall be the aggregate time of all AssetWorks personnel assigned to the Project, calculated on an 8 (eight) hour Working Day.
- 7.5 Changes. If the parties cannot agree on a change related to a delay or project extension due to any reason beyond the control of AssetWorks, then AssetWorks shall have the right to stop work and receive a day-for-day extension pending agreement on such change or resolution via the dispute resolution process.
- 7.6 SOW Termination. AssetWorks may terminate or suspend performance of Professional Services under any Order for its convenience and/or effective immediately upon written notice if Customer fails to make any payment in full as and when due hereunder. Termination of an Order will not terminate this Agreement which shall survive for any Order still pending upon termination of this Agreement. Customer agrees to pay unbilled Professional Services provided to Customer up to the date of termination regardless if Customer accepted the Deliverable or if the milestone was achieved.

8 FEES & PAYMENT

- 8.1 Fees. Customer agrees to pay the fees detailed on the Order within thirty (30) days of receipt of invoice as follows:
- 8.1.1 **Software license** fees are due and payable upon the Effective Date and thereafter upon license increase, if applicable.
 - 8.1.2 **Service subscription fees for Maintenance/Support, Hosting, SaaS, and other recurring services** are due and payable upon the Effective Date and annually in advance thereafter absent 90-days' written notice. Unless Order provides otherwise, fees are based on Services purchased and not actual usage; quantities purchased cannot be decreased during the relevant subscription term. Existing customers migrating to Hosting and/or SaaS shall be billed upon notification from AssetWorks that the Hosting/SaaS environment has been established.
 - 8.1.3 **Professional Services Fees**, including one-time implementation or set-up fees identified on the Order, shall be billed either on a fixed-fee basis upon achievement of milestones pursuant to a mutually agreed project plan, on a time-and-materials basis monthly in arrears, or on a hybrid-fixed-T&M basis, in each case as detailed on the Order; and
 - 8.1.4 **Hardware** shall be billed at cost upon delivery through an AssetWorks-selected common carrier, F.O.B. destination, with Customer responsible for any fees related to shipping such as custom duties, shipping insurance, etc.
- 8.2 Invoices; No Refunds. Customer agrees to pay the fees set forth on the Order within thirty (30) days of receipt of invoice, to the AssetWorks Contracting Entity identified on the Order, in the currency of the Order, preferably by electronic funds transfer (EFT) via Funds Transfer (Fed Wire) or Direct Deposit (ACH), without deduction, withholding, or offset. For late payment, Customer agrees to pay interest absent notice or demand in an amount equal to the lower of: (a) statutory interest in the prompt payment act applicable to Customer; (b) eighteen percent (18%) per annum compounded monthly; or (c) the maximum interest rate permitted by applicable law. All fees are nonrefundable unless Parties agree otherwise. Customer agrees to pay an administrative fee of 5% per invoice if: (d) invoice must be uploaded to a Customer or third-party portal; or (e) invoice requires custom preparation or presentation.
- 8.3 Additional Maintenance/Support Fee. As per section 4.3 above, Customer agrees that Maintenance/Support and SaaS subscription fees shall automatically increase based on additional software licenses, SaaS subscriptions, or custom-developed software.

- 8.4 Taxes. Amounts due under this Agreement are payable to AssetWorks without deduction net of any tax, tariff, duty, or assessment imposed by any government authority (national, state, provincial, or local), including without limitation any sales, use, excise, ad valorem, property, withholding, or value-added tax, whether or not withheld at the source (collectively, “Sales Tax”). Except as forbidden by applicable law, AssetWorks may require that Customer submit applicable Sales Taxes to AssetWorks unless Customer gives AssetWorks a valid tax exemption certificate within thirty (30) days of the Effective Date. AssetWorks’ failure to include any applicable tax in an invoice will not waive or dismiss the parties’ rights or obligations pursuant to this section. If applicable law requires withholding or deduction of Sales Taxes or any other tax or duty, Customer shall separately pay AssetWorks the withheld or deducted amount, over and above the fees on the Order. In the event a taxing authority conducts an audit of this Agreement and determines that an additional tax should have been imposed or a refund of tax is due (other than those taxes levied on AssetWorks income), Customer shall reimburse AssetWorks, or AssetWorks shall reimburse such refund to Customer, for any such additional tax or any such refund, as applicable, including interest and penalties thereon. City of Denton is exempt from federal excise taxes, state taxes, and city sales tax and will furnish a tax exemption certificate upon request.
- 8.5 Data Processing Audit. Eight hours per year shall be allocated to support Customer or its designee in an audit of records during business hours at AssetWorks location. Additional hours, if needed, will be billed at then-current hourly rates with Customer responsible for all out-of-pocket expenses incurred in connection with such audits.

9 CONFIDENTIAL INFORMATION. For purpose of this Agreement, Parties agree that “**Confidential Information**” means all information clearly marked as confidential during the Term. Each Party will maintain all Confidential Information in confidence and will use it solely in the discharge of its obligations under this Agreement. Nothing herein will be deemed to restrict a Party from disclosing Confidential Information to its employees and subcontractors in the discharge of such obligations. Confidential Information will not include information that: (a) is or becomes generally known or available to the public through no fault of the recipient; (b) is known to the recipient at the time of its receipt from the disclosing party; (c) the disclosing party provides to a third party without restrictions on disclosure; (d) is subsequently and rightfully provided to the recipient by a third party without restriction on disclosure; (e) is independently developed by the recipient, without reference to the disclosing party’s Confidential Information; or (f) is required to be disclosed pursuant to a government agency or court ordered subpoena, provided the recipient promptly notifies the disclosing party of such order to allow disclosing party reasonable time to seek protective order or other appropriate relief. Because of the unique nature of the Confidential Information, each Party agrees that irreparable harm may occur in the event the recipient fails to comply with its confidentiality obligations herein, that monetary damages may be inadequate to compensate the disclosing party for such breach, and that the disclosing party may accordingly be entitled to injunctive relief. AssetWorks acknowledges that the Customer must strictly comply with the Public Information Act, Chapter 552, *Texas Government Code* in responding to any request for public information related to this Agreement. This obligation supersedes any conflicting provisions of this Agreement. Determination of the public nature of the material is subject to the Texas Public Information Act, chapter 552, *Texas Government Code*

10 WARRANTIES & DISCLAIMERS

- 10.1 Software Warranty. AssetWorks warrants the Software licensed or included with Hardware shall perform substantially in accordance with the Documentation for ninety (90) days from delivery which in any event shall not exceed one (1) year from the Effective Date. During the Software warranty period, in the event there exists a Deviation or nonconformance to the Documentation, which in the mutual and reasonable opinion of AssetWorks and Customer, constitutes a serious impediment to the normal intended use of the Software, AssetWorks’ sole responsibility shall be to correct the Deviation or nonconformance with due dispatch. Corrections to Deviations or nonconformance which do not rise to this level shall be corrected and distributed by AssetWorks in accordance with the published maintenance schedule provided Customer is subscribed for Maintenance.
- 10.2 Service Subscription Warranty. AssetWorks warrants the Service shall function substantially in conformance with the Documentation for so long as Customer pays in advance the subscription fee for the applicable Service (e.g. Maintenance, Hosting, and/or SaaS).
- 10.3 Professional Services Warranty. AssetWorks warrants that Professional Services will be performed with the degree of skill and judgement normally exercised by recognized professional firms performing substantially similar services. In the event of any breach of the foregoing warranty, AssetWorks will at its expense and discretion either: (a) correct the non-conforming Deliverables; or (b) refund to Customer the portion of Professional Services fees attributable to the non-conforming Deliverables. No Professional Services warranty claim will be effective unless Customer delivers to AssetWorks written notice detailing the non-conformities within sixty (60) days after tender of the non-conforming Deliverables. The remedy set forth in this section is the sole and exclusive remedy for breach of the foregoing Professional Services warranty. Customer represents and warrants that Customer has the right to use and furnish any information, specifications, data, or intellectual property that Customer has provided or will provide in order for AssetWorks to perform under this Agreement.
- 10.4 WARRANTY DISCLAIMER. Except to the extent set forth herein, CUSTOMER ACCEPTS THE SERVICE “AS IS”, “AS AVAILABLE”, and “WITH ALL FAULTS” AND ASSETWORKS DISCLAIMS ALL WARRANTIES INCLUDING WITHOUT LIMITATION: MERCHANTABILITY, FITNESS FOR PURPOSE, COMPLIANCE WITH LAW, ERROR-FREE PERFORMANCE, FUNCTIONALITY WITH THIRD-PARTY SOFTWARE OR HARDWARE, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, OR PERFORMANCE. ASSETWORKS DOES

NOT WARRANT SERVICE WILL PERFORM ERROR-FREE OR WITHOUT INTERRUPTION NOR THAT CUSTOMER DATA WILL REMAIN PRIVATE, SECURE, OR AVAILABLE; NOR THAT ANY DEFECTS CAN BE CORRECTED.

11 INDEMNIFICATION.

- 11.1 IP Indemnity From AssetWorks. AssetWorks will defend, at its own expense, any action commenced against Customer to the extent based on a claim that the Software supplied by AssetWorks infringes a Worldwide patent or copyright ("Claim"), and AssetWorks will pay those costs and damages finally awarded against Customer to the extent attributable to any such Claim; provided, however, such defense and payments are conditioned on: (a) AssetWorks shall be immediately notified of any Claim; (b) AssetWorks shall have sole control of any defense, negotiations, settlements, or compromises to the extent related to such Claim; and (c) AssetWorks shall have the option to either: (i) procure a non-infringing license to use the Software; (ii) modify the Software to be non-infringing; or (iii) refund to Customer a depreciated credit for the Software which Parties agree shall be five (5) years.
- 11.2 Exclusions. AssetWorks shall have no liability to Customer with respect to: (a) Customer's breach of this Agreement, including without limitation its failure to cease use of the Service after AssetWorks' direction; (b) revisions to the Software or other Service components made without AssetWorks' written consent; (c) Customer's failure to incorporate Software updates or upgrades that would have avoided the alleged infringement, provided AssetWorks offered such updates or upgrades without charges not otherwise required pursuant to this Agreement; (d) AssetWorks' modification of Software in compliance with specifications provided by Customer, including without limitation Deliverables to the extent created based on such specifications; (e) any Deliverable if the Order or a disclosure provided at or before delivery states that such Deliverable incorporates third party software or other assets; or (f) use of the Service in combination with hardware or software not provided by AssetWorks.
- 11.3 Indemnity from Customer. Intentionally Omitted.

12 LIMITATION OF LIABILITY.

- 12.1 Aggregate Dollar Cap. CUSTOMER AGREES THAT ASSETWORKS' CUMULATIVE LIABILITY SHALL NOT EXCEED FEES PAID DURING THE YEAR PRECEDING THE DATE ON WHICH THE LIABILITY AROSE FOR ALL CLAIMS RELATED TO SUCH ORDER.
- 12.2 Excluded Damages. CUSTOMER AGREES THAT ASSETWORKS SHALL NOT BE LIABLE FOR: (a) LOST PROFITS OR LOSS OF BUSINESS (WHETHER DIRECT OR INDIRECT); (b) SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (SUCH AS LOSS OF: USE, REVENUE, ACTUAL OR ANTICIPATED PROFITS OR SAVINGS, BUSINESS OPPORTUNITIES, GOODWILL,); (c) ANY DAMAGES (HOWEVER CALCULATED OR ARISING) WHICH IN THE AGGREGATE EXCEED THE AMOUNT OF FEES PAID TO ASSETWORKS DURING THE YEAR PRECEDING THE DATE ON WHICH THE LIABILITY AROSE; OR (d) ANY CLAIMS WHICH CUSTOMER FAILS TO PRESENT TO ASSETWORKS IN WRITING WITHIN SIX (6) MONTHS AFTER EXPIRATION OR EARLIER TERMINATION OF THIS CONTRACT. THIS SECTION APPLIES: (e) TO THE BENEFIT OF ASSETWORKS' OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, LICENSORS, SUPPLIERS, AND THIRD-PARTY CONTRACTORS, AS WELL AS: (f) TO LIABILITY REGARDLESS THE FORM OF ACTION OR THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, NEGLIGENCE, OR OTHERWISE) EVEN IF ASSETWORKS IS ADVISED IN ADVANCE OF THE POSSIBILITY AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (g) EVEN IF CUSTOMER'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.
- 12.3 Essential. The Parties' respective responsibilities, warranties, and limitations of liability herein form an essential basis of the Parties' bargain. If Applicable Law limits the application of the provisions of this section (*Limitation of Liability*), Customer acknowledges and agrees that AssetWorks' liability will be limited to: (a) the maximum extent permitted by law; (b) claims presented to AssetWorks principal office in writing within six (6) months of expiration or earlier termination of this Agreement; and (c) claims not waivable.

13 TERM & TERMINATION.

- 13.1 Term. Intentionally Omitted.
- 13.2 Termination for Cause. Either Party may terminate this Agreement for: (a) material breach after providing written notice and reasonable opportunity to cure of no less than sixty (60) days; (b) failure of the Service to perform substantially in accordance with the Documentation due to an AssetWorks-verified issue for which a written action plan is not delivered to Customer within sixty (60) days of written notice from Customer; and (c) the other Party's insolvency, cessation of business, liquidation, assignment for the benefit of creditors, or any proceeding related thereto which is not dismissed within ninety (90) days.
- 13.3 Suspension for Nonpayment. Without limiting AssetWorks' other rights and remedies, AssetWorks may suspend or terminate access to the Service: (a) if Customer's account becomes delinquent and is not cured within ten (10) days of notice of nonpayment of undisputed fees; or (b) if AssetWorks reasonably concludes that Customer's actions are not consistent with the requirements of this Agreement or may subject AssetWorks or a third party to potential liability.
- 13.4 Effects of Termination. Upon termination of this Agreement, Customer shall cease all use of the Service and delete, destroy, or return all copies of the Documentation and Software in its possession or control. If Customer terminates this Agreement for any reason other than termination for cause, Customer will be obligated to pay the balance due for the remainder of the Term of the

Agreement computed in accordance with the Order. Customer agrees to pay such fees and for all work performed and reasonable costs incurred up to the effective date of such termination however terminated. The following will survive termination or expiration of this Agreement: (a) any obligation of Customer to pay fees incurred before termination; (b) sections including but not limited to 1-4 (*SaaS, License, & Restrictions*), 9 (*Confidential Information*), 10.4 (*Warranty Disclaimers*), 11 (*Indemnification*), 12 (*Limitation of Liability*), 14 (*IPR Ownership*); and (c) any other provision of this Agreement that must survive to fulfill its essential purpose.

- 13.5 No Excess Obligations. AssetWorks acknowledges and agrees that the awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds appropriated and available for this Contract. The absence of appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to AssetWorks. Customer will not incur a debt or obligation to pay AssetWorks any amounts the City does not have the current funds available to pay.

14 IPR OWNERSHIP; CUSTOMER DATA.

- 14.1 IPR Ownership. Customer and AssetWorks shall each retain ownership of and all right, title, and interest in and to their respective pre-existing IPR and any derivatives thereto. AssetWorks will not obtain any ownership rights, title, or interest to Customer's confidential data files nor will Customer obtain any ownership rights, title, or interest to the Software, SaaS, systems, and methods developed or employed by AssetWorks (collectively referred to herein as the "**Service**"). Services performed, code developed, deliverables, and any IPR however arising during this Agreement ("**Developments**") are not "works made for hire" nor any similar concept throughout the world, and AssetWorks is the sole owner of all right, title, and interest in such Developments. If any Developments may be considered "works made for hire" such that any IPR may accrue to Customer, then Customer hereby irrevocably assigns and agrees to assign any and all right, title, and interest thereto, whether now known or hereafter defined or discovered, to AssetWorks and Customer agrees to take such further action as AssetWorks may reasonably request to evidence such assignment. If Customer provides suggestions, enhancement requests, or ideas related to Services ("**Feedback**"), Customer agrees that AssetWorks has all rights to use, exploit, and incorporate such Feedback into the Services without restriction or payment.
- 14.2 Return of Customer Data. For up to thirty (30) days (or such greater period of time agreed to by the Parties or required by Applicable Law) following expiration or termination of the Agreement for any reason ("**Customer Access Period**"), AssetWorks will provide Customer with reasonable access to Customer Data in its existing format: ASCII comma, separated value (CSV format) with binary images TIFF, JPG, or PRF. Requests after this period or for other formats are subject to approval and may require additional fee.
- 14.3 Erasure of Customer Data. AssetWorks may permanently erase or otherwise render unrecoverable Customer Data: (a) if Customer's account is delinquent, suspended, or terminated for sixty (60) days or more; or (b) at the end of the Customer Access Period except to the extent prohibited by applicable law.
- 14.4 Use of Customer Data. AssetWorks will only process Customer Data in accordance with Customer's instructions, with adequate safeguards, and to provide, maintain, support, and enhance the Services. AssetWorks shall not: (a) access, process, or otherwise use Customer Data contrary to this Agreement; (b) give Customer Data access to any third party, except AssetWorks' subcontractors that have a need for such access to facilitate the Service and are subject to a reasonable written agreement governing the use and security of Customer Data. Further, AssetWorks shall: (c) exercise reasonable efforts to prevent unauthorized disclosure or exposure of Customer Data; and (d) comply with all Applicable Laws that are applicable both specifically to AssetWorks and generally to data processors (if applicable) in the jurisdictions in which AssetWorks operates physical facilities. Notwithstanding anything to the contrary contained herein, AssetWorks may use, reproduce, sell, publicize, and otherwise commercially exploit De-Identified Data (as determined in its sole discretion) to the fullest extent permitted by law including without limitation aggregated with data from other customers and commercial sources. "**De-Identified Data**" refers to Customer Data with information that could reasonably be used to identify an individual person, household, User, or Customer is removed or otherwise rendered de-identified.
- 14.5 Required Disclosure of Customer Data. Notwithstanding anything to the contrary herein, AssetWorks may use and disclose Customer Data as required: (a) by Applicable Law; (b) by proper demand of legal or governmental authority upon written notice to Customer; (c) to provide the Service or functionalities paid for by Customer. AssetWorks shall give Customer prompt notice of any such legal or governmental demand (unless notice is prohibited, in which case, AssetWorks shall only disclose Customer Data to the limited extent necessary to comply with such demand) and AssetWorks shall cooperate with any Customer-initiated effort to seek a protective order or otherwise to contest such demanded disclosure at Customer's expense.
- 14.6 Data Accuracy; Integrity; Risk of Exposure. Notwithstanding anything to the contrary herein including any terms which Customer purports are required by applicable law, AssetWorks does not guarantee the privacy, security, authenticity, integrity, or non-corruption of any information transmitted through the internet or any mobile or wireless network or stored in any system connected thereto. AssetWorks will not be responsible for any claims, damages, costs, or losses whatsoever arising or in any way related to Customer's connection to, use of, or storage connected to the internet or any mobile or wireless network, nor shall AssetWorks have any responsibility or liability for the accuracy of data uploaded to the Service by Customer. Customer recognizes and agrees that hosting data online involves risks of unauthorized disclosure or exposure and that, in accessing and using the Service, Customer

assumes such risks and all losses. AssetWorks offers no representation, warranty, nor guarantee that Customer Data will not be exposed or disclosed through errors or the actions of third parties. AssetWorks will not be liable to Customer nor any third party for any losses related to Customer's use of the Software/Service insofar as such may be used to store, transmit, display, disclose, or otherwise utilize information which is considered private, confidential, proprietary, or otherwise exempt from public disclosure or subject to regulation under Applicable Law (e.g. Excluded Data).

- 14.7 Third Party Access. Customer acknowledges and agrees that Customer is responsible for protecting and securing all data, usernames, and passwords from unauthorized use, whether such use is by Customer or by any other person/organization to whom Customer grants access (whether directly or through AssetWorks) ("**Third Party**"). Customer represents and warrants that it has obtained all relevant consents from Users such as employees or relevant data subjects for this access. Customer agrees that access by the Third Party (or anyone to whom Customer provides direct or indirect access) is at Customer's sole risk and expense.
- 14.8 Customer Data Warranty Disclaimer. Customer warrants that: (a) it knowingly has not, will not, nor will it knowingly permit the transmission of Excluded Data to AssetWorks or otherwise into the Service; (b) Customer Data does not and will not include Excluded Data except to the extent necessary to make ordinary use of the Service in accordance with the Documentation; and (c) it shall inform AssetWorks of any Excluded Data promptly after discovery (without limiting AssetWorks' rights or remedies). Customer recognizes and agrees that: (i) the provisions of this Agreement related to Customer Data do not apply to Excluded Data; (ii) AssetWorks has no liability for any failure to provide protections required by law applicable to Excluded Data or otherwise to protect Excluded Data; and (iii) AssetWorks' Services are not intended for management nor protection of Excluded Data and may not provide adequate or legally required security for Excluded Data. AssetWorks is not responsible nor liable for any exposure or related loss to the extent that it involves Excluded Data.
- 14.9 Additional Fees. Unless explicitly prohibited by Applicable Law, Customer recognizes and agrees that AssetWorks may charge additional fees (without limitation) for: (a) activities (if any) required by Applicable Laws, and (b) activities requested of AssetWorks to help Customer comply with Applicable Laws.

- 15 **PREDICTIVE ANALYTICS; TELEMATICS CLOUD; COLLECTION AND USE OF ASSET DATA:** In the course of providing the Service, AssetWorks may receive or collect spatial data relating to the vehicles, mobile objects, devices, locations, Users (whether employees, contractors, suppliers, and/or customers of Customer), including but not limited to, vehicle identification number (VIN), GPS location, vehicle speed, acceleration, driver-behavior information, vehicle diagnostics information, User ID numbers, and other usage information ("**Collected Data**"). If required, Customer agrees to notify its Users that a vehicle or other asset has been fitted with equipment enabled for the Service which collects and analyzes data points associated with the vehicle's location and manner of operation. If Customer and/or User provided consent, AssetWorks may continue to receive and collect the Collected Data after the termination of the Service for purposes of facilitating Third-Party access requested by Customer. Customer agrees that, during and after termination of the Service, AssetWorks, its affiliates, and/or third-party suppliers may: (i) retain and use Collected Data to provide and improve the Service, Maintenance/Support, and Professional Services, and for conducting research and development; (ii) AssetWorks may share Collected Data with affiliates and third-parties providing services to AssetWorks subject to obligations of confidentiality; (iii) AssetWorks may disclose Collected Data if required under applicable law, regulation, or court order upon written notice to Customer; and (iv) AssetWorks may use and share with third-parties any Collected Data in aggregated or deidentified form (such that the source of the Collected Data cannot be identified) or that is publicly available without any restriction. Customer acknowledges that Collected Data may be commercially exploited by or on behalf of AssetWorks for commercial marketing purposes, subject to the permissions and restrictions set forth in this Agreement, and in AssetWorks' then-current privacy policy (available at www.AssetWorks.com/privacy). To the extent required by applicable law, Customer agrees to provide notice to and to receive consents from its Users of: (v) the nature of the equipment and Service, (vi) AssetWorks' collection, use, and disclosure of Collected Data (which may contain Confidential Information) from time to time, and (vii) whether and if so the extent to which such Users' whereabouts, movements, vehicle usage, and other activities may be excluded from Collected Data or disassociated with such User.

16 THIRD-PARTY SERVICES

- 16.1 Third-Party Integrations. The Service may contain features which interoperate with products, applications, or services not provided by AssetWorks ("**Third-Party Service**"). To use such features, Customer may be required to obtain access to such Third-Party Service and may be required to grant AssetWorks access to Customer's account on such Third-Party Service. If Customer chooses to use a Third-Party Service with the Service, Customer hereby grants AssetWorks permission to allow the Third-Party Service and its providers to access any data (including data that may constitute Confidential Information) provided to AssetWorks by or on behalf of Customer as required for the interoperation of that Third-Party Service with the Service. Customer shall provide (and shall cause the provider of the Third-Party Service to provide) AssetWorks with any reasonably required information and materials needed to integrate the Third-Party Service. Customer's use of a Third-Party Service will be subject to the applicable term between such Third Party and Customer. Customer recognizes and agrees that Customer Data and data regarding Customer's use of a Third-Party Service may be shared with and/or collected by such Third Party to improve that Third-Party Service.

- 16.2 **Third-Party Disclaimer.** AssetWorks provides integrations with Third-Party Services solely as a convenience which Customer accesses at its own risk. ASSETWORKS IS NOT RESPONSIBLE FOR THE UNAVAILABILITY, ACCURACY, OR RELIABILITY OF ANY INFORMATION, DATA, OR CONTENT FROM SUCH THIRD-PARTY SERVICES. AssetWorks is not responsible for any disclosure, modification, or deletion of such data resulting from such access by any Third-Party Service or its provider. Any acquisition by Customer of a Third-Party Service and any exchange of data thereby is solely between Customer and such Third Party. Unless agreed otherwise, AssetWorks neither warrants nor supports the Third-Party Service whether or not they are designated by AssetWorks as operable with the Service. Further, AssetWorks cannot guarantee the continued availability of and may cease to offer any Service features that interoperate with any Third-Party Service without entitling Customer to any refund, credit, or other compensation, if for example (without limit) the provider of a Third-Party Service ceases to make the Third-Party Service available for interoperation with the corresponding Service features in a manner deemed acceptable to AssetWorks at its sole discretion.

17 API Terms

- 17.1 **API Definitions.** As used in this section, “API Information” means all information and data that is created, captured, or is otherwise accessible from the AssetWorks APIs through use of the Service. “AssetWorks APIs” or “APIs” mean AssetWorks’ current or future application program interfaces (e.g., MAXQueue Module PLUS and Integrations Module PLUS (M5))
- 17.2 **API License.** Subject to the terms and conditions of this Agreement, AssetWorks grants to Customer during the prepaid term a personal, revocable, limited, non-exclusive, royalty-free, non-sublicensable, non-transferable, terminable subscription-based license to access or otherwise receive information from the AssetWorks APIs and to obtain API Information. This API ‘license’ is granted solely to aid Customer’s internal provisioning of the Service to Users and for no other purpose.
- 17.3 **Access Tokens or Security Keys.** AssetWorks will give Customer and/or Users unique access token(s) or security key(s) to access the AssetWorks APIs for the purpose of accessing and receiving API Information. Customer will immediately notify AssetWorks if any User’s access tokens or security keys are used or suspected of being used by a third party. Neither Customer, its Users, nor any Third Party is authorized to provide direct access, access token(s), or security key(s) for the AssetWorks APIs.
- 17.4 **Limitations and Restrictions.** The API license granted to Customer is subject to the following limitations and restrictions:
- 17.4.1 AssetWorks may, in its sole discretion, (a) modify, change, update and/or enhance the AssetWorks APIs at any time (a “Modification”), provided AssetWorks gives Customer commercially reasonable notice and supports Customer’s access to the AssetWorks API in the same manner as prior to the Modification for a commercially reasonable period of time. Notwithstanding the foregoing, AssetWorks may suspend, terminate and/or revoke Customer’s access, or make a Modification without providing notice if necessary to address or prevent a security breach or to protect from the unauthorized disclosure of any API Information or other personally identifying information. In such circumstances, AssetWorks will notify Customer and use commercially reasonable efforts to ameliorate any impact from such action.
- 17.4.2 Customer acknowledges that, except as set forth in the API License section above, nothing in this Agreement grants or assigns to Customer (nor its Affiliates or any third party) any right, title, interest, or license of any kind, including in any patents, copyrights, trade secrets, trademarks, logos or other IPRs of AssetWorks.
- 17.4.3 AssetWorks may establish limits on the use of the AssetWorks APIs, including, but not limited to, the number of AssetWorks API requests initiated over a limited time period (e.g., per minute, hourly, and daily) upon advance notice to Customer and only to protect the functioning, security, and/or reliability of the API Information and/or AssetWorks APIs. AssetWorks shall make commercially reasonable efforts to maintain the availability of the AssetWorks API but does not guarantee the service level, availability, or quality of service of the AssetWorks APIs.
- 17.4.4 To the extent obtained by Customer pursuant to this Agreement, Customer will protect all API Information from unauthorized alteration, copying, access, storage, transmittal, or use. Customer must as soon as practicable notify AssetWorks of any unauthorized use, disclosure, or access to API Information.
- 17.4.5 Customer will not: (a) make derivative works of, reverse engineer, reverse compile, or disassemble the AssetWorks APIs; or (b) access or use the AssetWorks APIs in any unauthorized manner, including any way that will (i) infringe any AssetWorks’ or third party’s copyright, patent, trademark, trade secret, other property rights or rights of publicity or privacy; or (ii) violate any applicable law, statute, ordinance, or regulation.
- 17.5 **Customer API Security.** Customer will not: (a) use any robot, spider, site search or other retrieval application or device to scrape, retrieve or index services or collect, disseminate, use, store or disclose information about AssetWorks customers for any unauthorized purpose; (b) disable, override or otherwise interfere with any AssetWorks alerts, warnings, display panels, consent panels and the like; (c) disrupt, disable, harm or otherwise impede the operation of any software, firmware, hardware, wireless communications device, computer system or network; (d) enable any third party to access the AssetWorks APIs to circumvent Service controls or otherwise penetrate AssetWorks network; or (v) take any action that affects or is otherwise competitive with any AssetWorks Service. Customer is solely responsible for protecting the confidentiality of any API Information or data that it collects or uses from the AssetWorks APIs.
- 17.6 **API Disclaimer.** ALL INFORMATION, MATERIALS, SOFTWARE, TECHNOLOGY, AND SERVICES PROVIDED BY ASSETWORKS INCLUDING

(WITHOUT LIMIT) THE ASSETWORKS APIs ARE PROVIDED “**AS IS**”, “**AS AVAILABLE**”, and “**WITH ALL FAULTS**”. ASSETWORKS DOES NOT MAKE AND EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS, OR ENDORSEMENTS OF ANY KIND WHATSOEVER INCLUDING (WITHOUT LIMIT) THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE, AND THE WARRANTIES OF TITLE OR NONINFRINGEMENT. CUSTOMER AND/OR ITS INTERMEDIARIES ASSUME ALL RISK AS TO THE AVAILABILITY, SUITABILITY, QUALITY, AND PERFORMANCE OF THE ASSETWORKS APIs AND API INFORMATION AND ASSETWORKS EXPRESSLY DISCLAIMS ALL RESPONSIBILITY AND LIABILITY RELATED THERETO.

19 MISCELLANEOUS.

Independent Contractors. Parties are independent contractors in all regards. Neither party is an agent authorized to make commitments on the other's behalf.

Notices. Any communication or notice hereunder must be in writing and will be deemed given and effective: (i) when delivered personally with proof of receipt; (ii) when sent by e-mail provided a Party may decline to receive e-mail notice; (iii) when delivered by overnight express; or (iv) three days after the postmark date when mailed by certified or registered mail, postage prepaid, return receipt requested, in each case addressed to the Party at its address for notices stated on the Order or identified herein. Such address may be changed by a notice delivered to the other Party in accordance with the provisions of this Section.

Force Majeure. Neither party will be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to acts of God, acts of a public enemy, fires, floods, power outages, wars, civil disturbances, sabotage, terrorism, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes, failure of common carriers, internet services providers, or other communication devices, acts of cyber criminals, acts of any governmental body (whether civil, military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a Party is obtaining or must obtain approvals, authorizations, licenses, franchises, or permits, inability to obtain labor, materials, power, equipment, or transportation, or other circumstances beyond its reasonable control (collectively referred to herein as "**Force Majeure**"); however, nothing in this Section shall relieve Customer of the obligation to make payments when due. Any delays cause by Force Majeure shall not be a breach of or failure to perform this Agreement or any part thereof and the date on which the obligations hereunder are due to be fulfilled will be extended for a period equal to the time lost as a result of such delays. Neither Party shall be liable to the other for any liability claims, damages, or other loss caused by or resulting from Force Majeure. In the event of an occurrence under this Section, AssetWorks will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and AssetWorks continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. AssetWorks shall as soon as practicable notify the City of Denton Procurement Manager by telephone (to be confirmed in writing within ten (10) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

Assignment & Successors. Neither Party may assign this Agreement nor any of its rights or obligations hereunder without the prior express written consent of the other Party, which approval shall not be unreasonably withheld. This Agreement will be binding upon and inure to the benefit of the Parties' respective successors and permitted assigns. Notwithstanding the foregoing, in the event of an assignment or novation of this Agreement to an AssetWorks' affiliate pursuant to a *bona fide* internal corporate reorganization, AssetWorks shall not require Customer's prior written consent.

Severability. To the extent permitted by applicable law, the Parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. If a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

No Waiver. Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.

Non-Solicitation. During the Term of this Agreement and for one year thereafter, Customer shall not solicit the employment nor contract for the services of any individual or entity that was an employee, agent, or subcontractor of AssetWorks during the Term of this Agreement. Nothing in this section shall prohibit Customer from placing a *bona fide* public advertisement for employment which is not specifically targeted at AssetWorks, nor shall Customer be restricted from hiring any such person who responds to any such general solicitation or public advertisement so long as no direct solicitation of such person has occurred.

Choice of Law & Jurisdiction. This Agreement will be governed solely by the internal laws of the State of Texas without reference to: (a) any conflicts of law principle; (b) the 1980 United Nations Convention on Contracts for the International Sale of Goods; or (c) other international laws. The Parties consent to the personal and exclusive jurisdiction of the federal and state courts of Denton County, Texas. .

Construction; Conflicts. The Parties agree that the terms of this Agreement result from arms-length negotiations and its terms will not be construed in favor of or against either Party by reason of authorship. All exhibits, schedules, and documents attached hereto or incorporated herein are intended to be read and construed in harmony with each other. In the event of any conflict between any provision of this Agreement, the order of precedence set forth on page 1 of this Agreement shall control. Any Customer purchase order terms are deemed to be for Customer's internal purposes only and are specifically rejected. Section headings are inserted only for convenience and in no way define, limit, extend, or otherwise impact the interpretation of any section or this Agreement.

Counsel. By acceptance of this Agreement, each of the Parties acknowledges and agrees that it has had an opportunity to consult with legal counsel and that it knowingly and voluntarily waives any right to a trial by jury of any dispute pertaining to or relating in any way to the

transactions contemplated by the Agreement, the provisions of any federal, state, or local law, regulation, or ordinance notwithstanding.

Technology Export. Customer shall not: (a) knowingly permit any third party to access or use the Service in violation of any law or regulation; or (b) export any Software or Confidential Information provided by AssetWorks except in compliance with all applicable laws and regulations. Without limiting the generality of the foregoing, Customer shall not permit any third party to access or use the Service in, nor export the Software or Confidential Information to, a country subject to a United States embargo (e.g., the Crimea Region of Ukraine, Cuba, Iran, North Korea, Russia, and Syria).

Entire Agreement. This Agreement and the attachments set forth in Section 0.2 on page 1 set forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter. Neither party has relied upon any such prior or contemporaneous communications. Each of the Parties represents and warrants that the Agreement is a valid and binding obligation enforceable against it and executed by its duly authorized representative.

Electronic Execution in Counterparts. This Agreement may be executed electronically (e.g. DocuSign) and in one or more counterparts, each of which will be an original, and all which will constitute a single instrument.

Amendment. This Agreement may only be amended via written agreement signed by both Parties' authorized representatives that explicitly states its intent to amend this Agreement. Customer PO terms are null and void. Notwithstanding the foregoing, AssetWorks may revise the Documentation at any time effective on the date posted provided such amended Documentation shall not materially reduce Customer's rights or protections. Any amended Documentation that changes any of the terms negotiated herein will not be applicable to Customer.

20 DEFINITIONS. The following capitalized terms will have the following meanings whenever used in this Agreement.

20.1 **“Active Equipment Unit License”** means a license for each Active Equipment Unit covered by or utilizing the Service. **“Active Equipment Unit”** means any vehicle, asset, or other unit on which work is performed or for which activity is reported. Customer must pay fees to cover all Active Equipment Units unless Parties agree otherwise.

20.2 **“AssetWorks Contracting Party”** means the specific entity identified on the Order Form and shown below:

For USA Customers:	For UK & EU Customers:	
AssetWorks Inc.	AssetWorks Fleet Solutions Ltd.	Lightbulb Analytics Limited
Delaware Corporation EIN 46-0521049	England & Wales Company No. 15298579	England & Wales Company No. 01843754
1001 Old Cassatt Road, Ste. 204 Berwyn, PA 19312	Brook Suite, Ground Floor, Bewley House, Marshfield Road, Chippenham, SN15 1JW	Egale One, 80 St Albans Road, Watford, Herts, WD17 1DL
allan.richardson@assetworks.com	mike.gadd@assetworks.com	Adrian.mcmullan@lba.ltd
CC: legal@assetworks.com	CC: legal@assetworks.com	CC: legal@assetworks.com

20.3 **“Concurrent License”** means a license for an authorized user of the Software, provided that the number of simultaneous users may not exceed the number of licenses purchased. Each simultaneous login to the Software (through active browser sessions) will be deemed to constitute one Concurrent License.

20.4 **“Customer Data”** means any data, information, or material that Customer or Customer’s Users may disclose or submit to AssetWorks or the Service in the course of properly using the Service in accordance with the Documentation and best practices regarding minimization of personal information. Customer Data does not include Excluded Data, public information, or inferences derivable from Customer Data.

20.5 **“Documentation”** means the standard documentation and/or user manual (i.e. technical literature) provided or published by AssetWorks. Company shall ensure that any copies of such documentation include the following marking:

AssetWorks Inc. reserves all rights in this document, the subject matter, illustrations, and methodologies contained therein. Any reproduction, disclosure to third parties, or utilization of its contents – in whole or in parts – is forbidden without prior written consent of AssetWorks Inc. © Copyright 2024 AssetWorks Inc. All rights reserved.

20.6 **“Enterprise License”** means a license for the Software that allows for an unlimited number of users and tracks an unlimited amount of assets. Pricing is based on the population of the city, town, region, fleet, college, university, department, etc. (**“Population Base”**) Customer utilizes in the Enterprise License to cover. Customer must promptly pay increased fees for an Enterprise License reconciliation if Customer’s Population Base increases beyond the Customer’s licensed limits for any reason, including, but not limited to, a material increase in Population Base, use of the Software to provide the Services to an additional population, or merger of Customer with any other entity that increases the population served by the Software.

20.7 **“Excluded Data”** means Payment Card Industry (PCI) or similar regulated financial information; protected health information (PHE) under HIPAA or similar regulated medical information of any nature; personal financial or any sensitive personal information subject to heightened privacy and/or security requirements by law, regulation, or applicable third-party terms (e.g., government issued identification or license numbers, personal bank account numbers, passport or visa numbers, credit card numbers, social security numbers, passwords and security credentials); or any other unnecessary personal identifiers (i.e., any information capable of truncation, hashing, or greater minimization); and any other categories of data for which the Service is not suitable or the input of which is unnecessary to make ordinary use of the Service per the Documentation and Customer’s own policies and best practices in regards to Excluded Data.

20.8 **“Order Effective Date”** means the date: (a) an Order is countersigned by the Parties, (b) an Order is signed by Customer and/or its authorized intermediary and accepted by AssetWorks, or (c) which the Parties deemed their agreement to be effective as of.

20.9 **“Software”** means AssetWorks’ proprietary Software either: (a) perpetually licensed for on-premise installation in a Customer Environment, (b) perpetually licensed and hosted by AssetWorks in a Hosted Environment, (c) made available through an access-restricted website or designated IP address hosted via a third-party data center on a prepaid-subscription basis inclusive with Maintenance/Support under a software-as-a-service model (**“SaaS”**). **“Software”** includes commercially available updates, enhancements, and new versions if Customer subscribes for Maintenance/Support and may be revoked for material breach (e.g. nonpayment) to the extent permitted by Applicable Law.

20.10 **“Intellectual Property Rights”** or **“IPR”** means unpatented inventions, patent applications, patents, design rights, works of authorship, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how, ideas, concepts, algorithms, database schema, and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world with respect to all intellectual property incorporated into any Development, ORDER, or other deliverable whether or not first created, discovered, or developed by AssetWorks in providing the Services.

20.11 **“Order”** or **“Order Form(s)”** means the form evidencing the initial license or subscription and any subsequent Order submitted online or in written form (including any countersigned ORDER), specifying the applicable Software, SaaS, Services, fees, and other charges agreed to between the Parties, each such fully executed Order to be incorporated into and to become a part of this Agreement (in the event of any conflict between the terms of this Agreement and the terms of any such Order, the terms of the Order shall prevail);

20.12 **“Source Code”** means software in human-readable form, including all appropriate programmer’s comments, data files and structures,

header and include files, macros, make files, object libraries, programming tools not commercially available, technical specifications, flowcharts and logic diagrams, schematics, annotations and documentation reasonably required or necessary to enable a competent independent third party programmer to create, operate, maintain, modify and improve such software without the help of any other person, and with data files containing Source Code in standard ASCII format readable by a text editor.

- 20.13 **“User(s)”** or means Customer’s employees, representatives, consultants, contractors, or agents who use the Service on Customer’s behalf or through Customer’s account or passwords (whether or not authorized).
- 20.14 **“Deliverable(s)”** means any copyrightable works, code developed, products, discoveries, developments, designs, work product, deliverables, improvements, inventions, processes, techniques and know-how made, conceived, reduced to practice or learned by AssetWorks (either alone or jointly with Customer or others) that arise during the Term of this Agreement or result from Professional Services performed pursuant to any Order and delivered to Customer hereunder. *Deliverables are not “works made for hire”*
- 20.15 **“Law”** or **“Applicable Law(s)”** means privacy and security laws governing AssetWorks’ handling (if any) of Customer Data and other applicable laws and regulations in force as of the Effective Date. For the avoidance of doubt, Applicable Laws do not include laws applicable to Customer or its data to the extent not described in the preceding sentence, including laws in regards to Excluded Data.
- 20.16 **“Maintenance”** means the support and maintenance services provided by AssetWorks to Customer on a pre-paid annual subscription basis (i.e. maintenance-as-a-product) inclusive with SaaS but exclusive of Hosting Services and Professional Services.
- 20.17 **“Professional Services”** means those technical or non-technical services performed or delivered by AssetWorks under this Agreement as set forth in an Order.
- 20.18 **“Order”** means any AssetWorks quotation agreed to by Customer, AssetWorks Order Form, statement of work, or other terms set forth on any ordering document executed in writing by the Parties provided such document incorporates AssetWorks quotation.
- 20.19 **“SLA”** means AssetWorks’ service level objectives, target availability level, and service level credit for unavailability of the Service.

Exhibit D
Certificate of Interested Parties Electronic Filing

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the City may not enter into this contract unless the Contractor submits a disclosure of interested parties (Form 1295) to the City at the time the Contractor submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

Contractor will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908.

The contractor shall:

1. Log onto the State Ethics Commission Website at :
<https://www.ethics.state.tx.us/filinginfo/1295/>
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on page 2 of this contract.
5. Complete and sign the Form 1295
6. Email the form to purchasing@cityofdenton.com with the contract number in the subject line. (EX: Contract 1234 – Form 1295)

The City must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

Exhibit E

INSURANCE REQUIREMENTS

Respondent's attention is directed to the insurance requirements below. It is highly recommended that respondents confer with their respective insurance carriers or brokers to determine in advance of Proposal/Bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low respondent fails to comply strictly with the insurance requirements, that respondent may be disqualified from award of the contract. Upon contract award, all insurance requirements shall become contractual obligations, which the successful contractor shall have a duty to maintain throughout the course of this contract.

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Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall provide and maintain until the contracted work has been completed and accepted by the City of Denton, Owner, the minimum insurance coverage as indicated hereinafter.

As soon as practicable after notification of contract award, Contractor shall file with the Purchasing Department satisfactory certificates of insurance including any applicable addendum or endorsements, containing the contract number and title of the project. Contractor may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, Contractors are strongly advised to make such requests prior to proposal/bid opening, since the insurance requirements may not be modified or waived after proposal/bid opening unless a written exception has been submitted with the proposal/bid. Contractor shall not commence any work or deliver any material until he or she receives notification that the contract has been accepted, approved, and signed by the City of Denton.

All insurance policies proposed or obtained in satisfaction of these requirements shall comply with the following general specifications, and shall be maintained in compliance with these general specifications throughout the duration of the Contract, or longer, if so noted:

- Each policy shall be issued by a duly licensed and authorized insurance company in the State of Texas with an A.M. Best rating of B+ or better.
- All deductibles or self-insured retentions shall be stated in the policy or retentions in the contract. The insurer shall not be held responsible for deductibles or self-insured retentions with respect to the contract. The contract shall specify the amount of deductibles or self-insured retentions. The contractor shall not be held responsible for deductibles or self-insured retentions.
- Insurance policies shall be ordered in accordance with the following:
 - The City's Addendum is used in the contract. The City of Denton is a member of AIA.

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All insurance policies proposed or obtained in satisfaction of this Contract shall additionally comply with the following specifications, and shall be maintained in compliance with these additional specifications throughout the duration of the Contract, or longer, if so noted:

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1,000,000.00 or 2,000,000.00 or

B. CYBER/TECHNOLOGY NETWORK LIABILITY AND RISK INSURANCE

Cyber/Technology Network Liability and Risk Insurance, inclusive of Information Security and Privacy (first and third party coverage) to provide coverage for any damage caused by a network risk, cyber act or breaches of data and privacy right, the rendering of, or the failure to properly perform professional services for, but not limited to, computer programming, management information systems, negligent system design, disclosure of confidential information, and copyright infringement with minimum limits with minimum limits of \$1,000,000.00 per claim.

NOTE: Professional Liability Insurance and Cyber/Technology Network Liability and Network Risk Insurance may be combined on one policy with a \$2,000,000.00 limit.

C. WORKERS' COMPENSATION and EMPLOYERS LIABILITY INSURANCE

Workers' Compensation within the regulations of the Texas Workers' Compensation Act. The minimum policy limits for Employers Liability are:

Bodily Injury by Accident: \$100,000.00 Each Accident
 Bodily Injury by Disease: \$100,000.00 Each Employee
 Bodily Injury by Disease: \$500,000.00 Policy Limit

NOTES:

- a. If CONTRACTOR will not be providing services under the contract at a City facility, has no employees and/or is operating as a sole owner and single operator, CONTRACTOR shall provide a signed letter, with the current date, on official letterhead stating such to meet the requirement.

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SUBCONTRACTING LIABILITY

(1) Without limiting any of the other obligations or liabilities of the CONTRACTOR, the CONTRACTOR shall require each Subcontractor performing work under the contract, at the Subcontractor's own expense, to maintain during the engagement with the CITY, types and limits of insurance that are appropriate for the services/work being performed, comply with all applicable laws and are consistent with industry standards. The Subcontractor's liability insurance shall name CONTRACTOR as an additional insured.

(2) CONTRACTOR shall obtain and monitor the certificates of insurance from each Subcontractor. CONTRACTOR must retain the certificates of insurance for the duration of the contract and shall

have the responsibility of enforcing insurance requirements among its subcontractors. The CITY shall be entitled, upon request and without expense, to receive copies of these certificates.

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1	<div style="display: flex; justify-content: space-between;"><div><p>RM</p><p>RM</p></div><div><p>RM</p></div></div> <p>RM</p>
2	<p>Assetworks Inc.</p>
3	<p>Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center;">N/A</p>
4	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
5	<p>Signed by: <u>Greg Richards</u> 6/25/2025</p> <p>Signature of Vendor doing business with the governmental entity Date</p>

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at [http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm](http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm). For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (A) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:
 - (2) the vendor:
 - (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor;
 - (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
 - (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
 - (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
 - (3) has a family relationship with a local government officer of that local governmental entity.
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
 - (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
 - (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

City of Denton Ethics Code Ordinance Number 18-757

Definitions:

Relative: a family member related to a City Official within the third 3rd degree of affinity (marriage) or consanguinity (blood or adoption)

City Official: for purpose of this article, the term consists of the Council Members, Department Heads, or member of the Board of Ethics, Planning and zoning Commission Members, Board of Adjustment, Historic Landmark Commission, or Public Utilities Board

Vendor: a person who provides or seeks to provide goods, services, and/or real property to the City in exchange for compensation. This definition does not include those property owners from whom the City acquires public right-of-way or other real property interests for public use.

Per the City of Denton Ethics Code, Section 2-273. – Prohibitions

- (3) It shall be a violation of this Article for a Vendor to offer or give a Gift to City Official exceeding fifty dollars (\$50.00) per gift, or multiple gifts cumulatively valued at more than two hundred dollars (\$200.00) per a single fiscal year.

Per the City of Denton Ethics Code, Section 2-282. – Disposition (b), (5) Ineligibility

If the Board of Ethics finds that a Vendor has violated this Article, the Board may recommend to the City Manager that the Vendor be deemed ineligible to enter into a City contract or other arrangement for goods, services, or real property, for a period of one (1) year.

Certificate Of Completion

Envelope Id: 636C67F9-0420-4F16-BDF5-B610E21F798B

Status: Sent

Subject: Please DocuSign: City Council Contract 8812 - Fuel Management and GPS

Source Envelope:

Document Pages: 67

Signatures: 4

Envelope Originator:

Certificate Pages: 6

Initials: 1

Kayla Clark

AutoNav: Enabled

901B Texas Street

Envelope Stamping: Enabled

Denton, TX 76209

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

kayla.clark@cityofdenton.com

IP Address: 198.49.140.10

Record Tracking

Status: Original

Holder: Kayla Clark

Location: DocuSign

6/25/2025 7:50:56 AM

kayla.clark@cityofdenton.com

Signer Events

Signature

Timestamp

Kayla Clark

Completed

Sent: 6/25/2025 7:54:26 AM

kayla.clark@cityofdenton.com

Viewed: 6/25/2025 7:54:35 AM

Buyer

Signed: 6/25/2025 7:54:55 AM

City of Denton

Using IP Address: 198.49.140.10

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Lori Hewell



Sent: 6/25/2025 7:54:58 AM

lori.hewell@cityofdenton.com

Viewed: 6/25/2025 8:30:38 AM

Purchasing Manager

Signed: 6/25/2025 8:34:20 AM

City of Denton

Security Level: Email, Account Authentication (None)

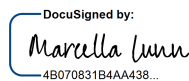
Signature Adoption: Pre-selected Style

Using IP Address: 198.49.140.10

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Marcella Lunn



Sent: 6/25/2025 8:34:24 AM

marcella.lunn@cityofdenton.com

Viewed: 6/25/2025 8:36:43 AM

Senior Deputy City Attorney

Signed: 6/25/2025 8:41:16 AM

City of Denton

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

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Greg Richards



Sent: 6/25/2025 8:41:19 AM

Greg.Richards@assetworks.com

Viewed: 6/25/2025 10:05:51 AM

General Manager

Signed: 6/25/2025 10:07:45 AM

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Using IP Address: 12.13.3.82

Electronic Record and Signature Disclosure:

Accepted: 6/25/2025 10:05:51 AM

ID: b9aadd17-4ec2-410e-aa16-74af70f630df

Signer Events	Signature	Timestamp
Thomas Gramer Tom.Gramer@cityofdenton.com Director Facilities and Fleet Security Level: Email, Account Authentication (None)	 Signature Adoption: Drawn on Device Using IP Address: 198.49.140.10	Sent: 6/25/2025 10:07:48 AM Viewed: 6/25/2025 10:10:05 AM Signed: 6/25/2025 10:10:17 AM

Electronic Record and Signature Disclosure:
Accepted: 6/25/2025 10:10:05 AM
ID: c838b08d-cf32-4a9c-b53b-bfb2f58527c9

Cheyenne Defee
cheyenne.defee@cityofdenton.com
Procurement Administration Supervisor
City of Denton
Security Level: Email, Account Authentication (None)

Sent: 6/25/2025 10:10:21 AM

Electronic Record and Signature Disclosure:
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Sara Hensley
sara.hensley@cityofdenton.com
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Lauren Thoden
lauren.thoden@cityofdenton.com
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Cheyenne Defee
cheyenne.defee@cityofdenton.com
Procurement Administration Supervisor
City of Denton
Security Level: Email, Account Authentication (None)

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Electronic Record and Signature Disclosure:
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Gretna Jones
gretna.jones@cityofdenton.com
Legal Secretary
City of Denton
Security Level: Email, Account Authentication (None)

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Sent: 6/25/2025 10:10:20 AM
Viewed: 6/25/2025 2:46:16 PM

Carbon Copy Events	Status	Timestamp
Electronic Record and Signature Disclosure: Not Offered via DocuSign City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/25/2025 7:54:26 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

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