



**BlueArrow Telematics
Service Agreement
(866) 935-6610**

Company Name: Town Of Apex Public Works
Primary Contact: Bill Spare

Primary Phone: (919) 2491165
Primary Email: bill.spare@apexnc.org
BlueArrow Representative: Melvin McNeill

Billing Address: PO Box 250, Apex NC 27502
X Billing Contact same as Primary Contact
Billing Contact:

Billing Phone:
Billing Email: Apex.Invoices@apexnc.org

Shipping Address:
105 Upchurch St Apex NC 27502
Purchase Order number (if required):
EIN (Federal Tax ID):
Is this a gov.geotab database? No
Geotab promo code (If applicable): SWELL3

Equipment	Price	QTY	Subtotal
Geotab Equipment - GO9 and Y harness on Sourcewell Contract Free when ordered.	\$0.00	412	\$0.00

Total \$0.00

Monthly Service	Price	QTY	Subtotal
Geotab Service (GO SW-SI2) Service Fee Geotab (GO) SW2 Self-Install	\$19.25	284	\$5,467.00
Geotab Service (GO SWELL2) Service Fee Geotab (GO SWELL2)	\$20.50	124	\$2,542.00
Geotab Service (GO SW-SI3) Service Fee Geotab (GO) SW3 Self-Install	\$19.25	40	\$770.00

Total \$8,779.00

*Total does not include sales tax, installation (unless otherwise noted) or shipping fees

*This order and all subsequent orders is subject to the terms and conditions of the [Geotab Sourcewell](https://www.sourcewell-mn.gov/cooperative-purchasing/102924-geo) (<https://www.sourcewell-mn.gov/cooperative-purchasing/102924-geo>)_(<https://www.sourcewell-mn.gov/cooperative-purchasing/102924-geo>)A (<https://www.sourcewell-mn.gov/cooperative-purchasing/102924-geo>)g_(<https://www.sourcewell-mn.gov/cooperative-purchasing/102924-geo>)reement (<https://www.sourcewell-mn.gov/cooperative-purchasing/102924-geo>).

This Service Agreement ("Service Agreement") by and between Customer and BlueArrow Telematics Inc. ("BlueArrow") is issued under and subject to the Terms and Conditions ("Terms and Conditions"), which are incorporated by reference into this Service Agreement and:

1. prevail over any terms or conditions in any other documentation;
2. expressly exclude Customer's general terms and conditions or any other document issued by Customer in connection with the Agreement, regardless of whether or when Customer have submitted Customer's sales confirmation or such document; and

3. and expressly limits Customer's acceptance to the terms of this Service Agreement and the Terms and Conditions.

Any capitalized terms that are not defined in this Service Agreement have the meaning ascribed to them in the Terms and Conditions.

Accepted By:

BlueArrow Telematics, Inc

Town of Apex

X _____

Randal E. Vosburg, Town Manager

Email: [empty member email]

Timestamp: [empty signing timestamp]

BlueArrow Telematics Inc.

X _____

[empty member name]

Email: mgm@bluearrowmail.com

Timestamp: [empty signing timestamp]

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

X _____

[empty member name] , Finance Director

Email: jon.griffin@apexnc.org

Timestamp: [empty signing timestamp]

THE BELOW TERMS AND CONDITIONS ARE AGREED TO BY BOTH PARTIES, CONSTITUTE A SINGLE AGREEMENT, AND THE PARTIES AGREE THAT THEIR ELECTRONIC OR WRITTEN SIGNATURES ON THE ORDER FORM EVIDENCE THEIR AGREEMENT TO BE BOUND HEREBY.

Terms and Conditions

These Terms and Conditions, together with the Service Agreement and the Bank Transfer/ACH Authorization (the "Agreement") is made and entered into by and between the undersigned Customer ("Customer") and BlueArrow Telematics Inc., a NC corporation ("BlueArrow") as of the date of last signature on the Service Agreement ("Service Agreement").

1. CERTAIN DEFINED TERMS

1.1. Certain Defined Terms

- 1.1.1. As used in this Agreement: (a) "Equipment" means a telematics device that is designed to interact with the Services (as defined below), whether sold or branded by BlueArrow or a third party, including all peripherals, ancillary or related accessories; (b) "Services" means a service provider's data collection and internet-based telematics services, together with any other services (including third party services) offered by BlueArrow; (c) "Application" means a service provider internet web site that allows Customer to receive and access data generated by the Services; and (d) "Subscription" means the monthly fee charged by BlueArrow for the subscribed Services.

2. SERVICES

2.1. General

- 2.1.1. These Terms and Conditions govern Customer's use of the Services indicated on the Service Agreement form. From time to time, Customer may choose to subscribe for additional Services. Unless otherwise specified in writing, such Services shall be governed by these Terms and Conditions, together with any supplemental terms provided at the time of subscription, and is subject to the terms and conditions of the Geotab Sourcewell Policies, which can be publicly viewed at [Geotab Sourcewell A](https://www.sourcewell-mn.gov/cooperative-purchasing/102924-geo)g_) ([https://www.sourcewell-mn.gov/cooperative-purchasing/102924-geo\)g_](https://www.sourcewell-mn.gov/cooperative-purchasing/102924-geo)g_) ([https://www.sourcewell-mn.gov/cooperative-purchasing/102924-geo\)reemen](https://www.sourcewell-mn.gov/cooperative-purchasing/102924-geo)reemen) ([https://www.sourcewell-mn.gov/cooperative-purchasing/102924-geo\)t](https://www.sourcewell-mn.gov/cooperative-purchasing/102924-geo)t) (<https://drive.google.com/file/d/1hQEI613H7DZUwRn-3WG87Vwc5SJxEXKg/view>) (<https://drive.google.com/file/d/1hQEI613H7DZUwRn-3WG87Vwc5SJxEXKg/view>) ("Sourcewell Agreement").

2.2. Access

- 2.2.1. BlueArrow will assign Customer, and Customer will be responsible for controlling, username(s) and password(s) which permit Customer's employees and independent contractors to access and use the Application. Customer must promptly notify BlueArrow of any unauthorized use of the username(s) or password(s) and shall be responsible for all use thereof prior to such notification. BlueArrow shall not be liable for any loss or damage arising from any unauthorized use of a username or password provided by Customer prior to Customer notifying BlueArrow of the unauthorized use. Customer shall not assign, transfer, or otherwise permit access to the Application except as expressly set forth

herein.

2.3. Equipment Returns

2.3.1. Equipment refunds will only be provided for equipment returned within fourteen (14) days of receiving the Equipment and provided that such equipment is unused and all packaging is intact. Customer is responsible for any service fees, a twenty percent (20%) restocking fee and shipping fees related to returned equipment.

2.3.2. Customer must notify BlueArrow within 5 business days if an order arrives missing Equipment.

2.4. Data Retention:

2.4.1. Customer is solely responsible for establishing any long-term data retention and retrieval requirements. BlueArrow makes no guarantee that access to such data will be available after the expiration or termination of this Agreement.

2.5. International Roaming:

2.5.1. If international roaming is permitted on any Equipment, Application, or Services, roaming charges may occur for any service outside of the United States. Customer is responsible for any roaming charges that occur.

2.6. Data Plans:

2.6.1. Customer's Subscription will include a data plan which limits usage to the contracted amount. Overage fees will apply if data consumption is greater than the assigned Subscription. In some instances, BlueArrow will suspend data use once data consumption has reached the data plan limit.

2.7. Standby Plans:

2.7.1. BlueArrow may offer reduced rates for seasonal use on select solutions. Standby rates, if available, vary depending on the Application. Customer is required to submit a BlueArrow rate plan change form (provided by BlueArrow upon request) and billing will reflect the standby rate on the following billing cycle. Customer is required to submit a BlueArrow rate plan change form to reactivate the Equipment once the standby plan is no longer needed. Some restrictions may apply for standby plans. Contact BlueArrow for details on pricing.

3. Invoicing and Payment:

- 3.1. Upon receipt of signed BlueArrow Service Agreement by Customer and payment of initial invoice, which will include equipment charges, applicable monthly subscription charges, shipping fees, installation fees (if any), and any applicable tax, BlueArrow will process Customer's order.
- 3.2. Billing will begin thirty (30) days after Equipment is shipped. Charges for Customer's Subscription fees will be invoiced once per month during the Term based on the number of active Subscriptions and other Equipment charges (if applicable) associated with Customer's account at such time. If Equipment is activated in the middle of a billing cycle, BlueArrow will charge a prorated Subscription fee to cover the remaining days of that billing cycle. Other than during periods of malfunction reported to, and acknowledged by, BlueArrow in the form of a case number, such Equipment is deemed "active" at all times during the Term. Unless a revised Agreement is presented by BlueArrow, all future Equipment purchases and Subscriptions will be charged at pricing as stated in this Agreement. BlueArrow reserves the right to

increase cost, charges, fees or pricing, at any time, in line with any increases in cost, charges, fees or pricing incurred by BlueArrow pursuant to the Sourcewell Agreement.

- 3.3. Invoices are generated on the first of each month, are stated in U.S. dollars and due within thirty (30) days from the invoice date. If any amounts due hereunder are not paid by the applicable due date, a late fee may be charged on any delinquent balance for undisputed amounts in an amount not to exceed the lesser of 1.5% of the unpaid balance per month or the maximum amount permitted by law. Credit terms are determined in BlueArrow's discretion and are subject to change.

BlueArrow reserves the right to suspend Services if payments are over fifteen (15) days past due. Customer will be responsible for the Subscription fees throughout this suspension period. If Customer's payment is over thirty (30) days past due, BlueArrow reserves the right to terminate this Agreement. If applicable, Customer will be responsible for any reactivation fees, provided that reactivation is an option. Customer acknowledges that Equipment, in some instances, is not able to be reactivated once terminated and would have to be replaced, at Customer's expense, if account is terminated for being over thirty (30) days' past due.

- 3.4. All prices, fees and rates under this Agreement exclude sales, use, excise, and any other taxes assessed at any time. Except for taxes imposed upon BlueArrow's income and FCC license fees, Customer must pay all applicable taxes and/or assessments, whether invoiced separately or with the Services.

4. Term and Termination

4.1. Term:

- 4.1.1. For and in consideration of engaging BlueArrow to provide the Services, Customer agrees to subscribe to these Services for a monthly period of thirty-six (36) months from the date of device activation or 60 calendar days after shipment, whichever comes first. This Agreement will automatically renew on a month-to-month basis until terminated by either party by providing a termination request form at least thirty (30) days prior to the intended termination date. The initial period and any renewals or extensions thereof are referred to herein as the "Term". Customer agrees that Customer or a representative are responsible for paying the agreed upon monthly fees for the Term.

4.2. Termination

- 4.2.1. In order to terminate this Agreement, Customer is required to submit a completed BlueArrow equipment/account termination request form (provided by BlueArrow upon request) at least thirty (30) days prior to the end of the Term. Customer must receive email confirmation from BlueArrow that the termination notice has been received and accepted. This email confirmation will provide proof of termination request in the event termination is not completed as requested. Customer will be responsible for any amounts due, including the Equipment subscription fees for the 30-day period after termination request is received. In the event the Customer terminates prior to the end of the initial 36-month Term, Customer will be assessed an early termination fee per piece of Equipment as stated in the Sourcewell Agreement #102924-GEO. Please reference the Geotab Sourcewell Member Pricing Schedule for all applicable monthly costs, fees, contract periods, and equipment costs: [Geotab Sourcewell Member Pricing Schedule](https://docs.google.com/spreadsheets/d/1OzjEHb_TROrTpuAW51p3LD_2sq-4dIGK5t6bQly1MAM/edit?gid=0#gid=0) (https://docs.google.com/spreadsheets/d/1OzjEHb_TROrTpuAW51p3LD_2sq-4dIGK5t6bQly1MAM/edit?gid=0#gid=0)g_ (https://docs.google.com/spreadsheets/d/1OzjEHb_TROrTpuAW51p3LD_2sq-4dIGK5t6bQly1MAM/edit?gid=0#gid=0) Schedule

https://docs.google.com/spreadsheets/d/1OzjEHb_TROrTpuAW51p3LD_2sq-4dIGK5t6bQly1MAM/edit?gid=0#gid=0-

https://docs.google.com/spreadsheets/d/1OzjEHb_TROrTpuAW51p3LD_2sq-4dIGK5t6bQly1MAM/edit?gid=0#gid=0Contract#102924-GEO

https://docs.google.com/spreadsheets/d/1OzjEHb_TROrTpuAW51p3LD_2sq-4dIGK5t6bQly1MAM/edit?gid=0#gid=0

In addition, in the event Customer requests to transfer Equipment purchased from BlueArrow to a different Geotab reseller, Customer agrees to pay a \$100 per piece of Equipment fee to reimburse BlueArrow for professional services rendered. Customer acknowledges that once Equipment is terminated, the Equipment cannot be reactivated. Customer must contact BlueArrow when disconnecting Equipment to avoid on-going Subscription fees.

4.3. Breach:

- 4.3.1. The occurrence of any of the following is a material breach of the Agreement and shall allow the non-breaching party to terminate for cause upon notice, after the expiration of the applicable period of cure, if any: (i) Customer's failure to pay all sums which Customer is obligated to pay within ten (10) calendar days of written notice that the sums are due; (ii) Customer's use of Equipment, the Service or the Application in violation of the restrictions in any service provider's end user agreement, when applicable; (iii) any event which would constitute a material breach of any other contract between Customer and BlueArrow, or with any third party, for any lease or financing of any Equipment or Service(s); (iv) any material breach under this Agreement by either party other than those listed above, which is not cured within 30 calendar days after the breaching party receives written notice of the breach; (v) Customer becomes insolvent or admits its inability to pay its debts generally as they become due; (c) Customer becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven business days or is not dismissed or vacated within 45 days after filing; (vi) Customer is dissolved or liquidated or takes any corporate action for such purpose; (vii) Customer makes a general assignment for the benefit of creditors; or (viii) Customer has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

4.4. Effect of Termination:

- 4.4.1. In addition to any other remedy at law, upon any early termination of this Agreement for any reason Customer must, within 30 days thereof, pay BlueArrow the early termination fee's, in addition to any other amounts then owed. Customer will also be responsible for any reactivation fees imposed by the wireless network relating to Customer's account.

5. Warranties

5.1. Equipment Warranty

- 5.1.1. BlueArrow warrants the equipment only as designated on the purchase invoice. The warranty period takes effect immediately following receipt of equipment by Customer. Customer must notify BlueArrow of equipment issues prior to the expiration of the warranty period to remedy issues under warranty. This equipment warranty does not cover issues caused by tampering or improper installation or lost or damaged devices. This equipment warranty does not provide reimbursement for professional installation, if required, for replacing defective equipment. All on-site installer service call charges will be Customer's responsibility, including, but not limited to labor and trip charges. Customer agrees to perform all necessary troubleshooting steps as required by BlueArrow and the manufacturer's warranty process.

6. Network Issues:

- 6.1. Customer will be solely responsible for the choice of an internet service provider necessary to access the Application and for all related fees and expenses; BlueArrow shall have no liability for the internet connection between Customer's facilities and the provider's hosting Application. Certain features and/or functionality of some cellular-based services may be limited in roaming areas. Over time, wireless network or satellite provider requirements may change and equipment may need to be upgraded to accommodate such changes. Customer may be responsible for costs related to such upgrades, and BlueArrow provides no guarantee that Services will continue to be available if required upgrades are not made. BlueArrow will notify Customer in writing as soon as reasonably practicable after receiving notice from the wireless network or satellite provider that upgrades will be required.

7. OTHER TERMS

7.1. License; Restrictions:

- 7.1.1. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, knowhow, and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights in and to all documents, work product and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of BlueArrow in the course of performing the Services shall be owned exclusively by BlueArrow. BlueArrow hereby grants Customer, for use during the Term only, a non-exclusive, nontransferable (except as set forth herein), license to use the Application and Services, solely in conjunction with use of Equipment installed on Customer's vehicles. Customer shall not, or attempt to, reverse engineer or clone the Equipment or Application, and BlueArrow shall have the right to block Customer's access to the Application and Services in the event that Customer's use interferes with the operation and utilization of the Services by any other party, provided BlueArrow uses reasonable effort to provide advance notice and opportunity to cure. BlueArrow, and/or its licensors, expressly reserve and retain all right, title and interest in and to their respective proprietary information and materials, including but not limited to, all intellectual property rights not expressly granted hereunder.

7.2. Limitation of Liability; Exclusive Remedies:

- 7.2.1. BlueArrow's total entire liability and Customer's sole and exclusive remedies for any damages arising from the performance of nonperformance under this Agreement total liability shall be limited to actual damages proven in an amount not to exceed the amount Customer paid for Service during the twelve (12) month period immediately prior to the date on which the claim is made.
- 7.2.2. IN NO EVENT SHALL BLUEARROW OR ITS AFFILIATES BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, NON-COMPENSATORY, INCIDENTAL, CONSEQUENTIAL PUNITIVE OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS, LOSS OF DATA OR BUSINESS OPPORTUNITY OR OTHER INCIDENTAL DAMAGES ARISING OUT OF USE OR INABILITY TO USE ANY EQUIPMENT OR SERVICE, EVEN IF BLUEARROW OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A LIMITED REMEDY SET FORTH IN THE AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.
- 7.2.3. Disclaimer of Warranties: EXCEPT FOR THE WARRANTIES SPECIFICALLY SET FORTH HEREIN OR AS OTHERWISE REQUIRED BY APPLICABLE LAW, THE SERVICE PROVIDED

UNDER THIS AGREEMENT IS PROVIDED "AS IS" AND THERE ARE NO OTHER WARRANTIES MADE BY BLUEARROW, EXPRESS, IMPLIED, OR ARISING OUT OF A COURSE OF DEALING, USAGE OR TRADE PRACTICE, INCLUDING, BUT NOT LIMITED TO NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BLUEARROW MAKES NO WARRANTY OR COMMITMENT HEREUNDER WITH RESPECT TO ANY EQUIPMENT OR HARDWARE; ANY SUCH WARRANTIES OR COMMITMENTS SHALL BE GOVERNED BY SEPARATE AGREEMENT BETWEEN CUSTOMER AND THE PROVIDER OF SUCH EQUIPMENT.

7.2.4. Intentionally deleted.

- 7.3. Choice of Law, Venue and Attorney Fees: This Agreement shall be governed by and construed under the laws of the State of North Carolina without reference to any conflict of laws provisions. All disputes arising under this Agreement will be heard only by a court of competent jurisdiction in Wake County, North Carolina and the parties hereby submit to the exclusive jurisdiction of such courts for the purpose of litigating such disputes. If either party commences an action arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover from the losing party reasonable attorneys' fees and costs of suit.
- 7.4. Assignability: Neither this Agreement, nor any rights, duties nor interest herein shall be assigned, transferred, subcontracted or sub-licensed by Customer without the prior written consent of BlueArrow, not to be unreasonably withheld. Any such action without consent shall be void and shall constitute a material breach entitling BlueArrow to terminate this Agreement. Notwithstanding the foregoing, BlueArrow may condition its provision of Services to any transferee upon the approval of BlueArrow of transferee's creditworthiness, and/or required upgrades of the equipment at transferee's expense. Subject to this Section 7.4, this Agreement shall be binding on and inure to the benefit of any successors or assigns.
- 7.5. Severability: If any of the provisions of this Agreement are determined to be unenforceable, the enforceability of the remaining provisions shall not be affected or impaired in any way, and the parties shall substitute an enforceable provision for the affected provision, which approximates the intent and economic effect of the affected provision as closely as possible. The waiver by any party of a breach of any of the provisions of this Agreement shall not operate as a waiver of any other or subsequent breach.
- 7.6. Survivability: The following provisions shall survive any expiration or complete termination of this Agreement: 1.1 (Certain Defined Terms), 2.1.1 (Services – General), 2.4.1 (Data Retention), 3 (Invoicing and Payment), 4 (Term and Termination) and 7 (Other Terms) as stated in the Service Agreement.
- 7.7. Force Majeure: No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Customer to make payments to BlueArrow hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") control, including, without limitation, the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, epidemics, pandemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within five (5) days of the Force

Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of fifteen consecutive days following written notice given by it under this Section 12, either party may thereafter terminate this Agreement upon 30 days' written notice, provided, however that Customer shall remain subject to the provisions of Section 4.2.1.

- 7.8. Compliance Assurance: Customer understands that BlueArrow is subject to regulation by agencies of the United States government, which prohibit export or diversion of certain products to certain countries. Customer warrants that Customer will comply with BlueArrow guidelines relating to export compliance and will not export equipment outside of the United States without prior written approval of BlueArrow.
- 7.9. Entire Contract: This Agreement (including all exhibits, addendums, and schedules hereto, which are hereby incorporated by reference) comprises the entire understanding, agreement and representations of the parties concerning the subject matter hereof, and supersedes all prior writings, discussions, representations and understandings with respect thereto. Any additional terms or conditions; proposed by Customer, or contained in any purchase order of any payment instrument are rejected and shall be of no force and effect unless expressly agreed to in writing by BlueArrow. In order to be binding, any amendment or modification of any of the provisions of this Agreement must be in writing and signed by a duly authorized representative of each party. In the event of a conflict between the above terms and conditions and any written modification, the document later in time shall prevail.
- 7.10. Third Party Beneficiaries: There are no third-party beneficiaries to this Agreement.
- 7.11. E-Verify. BlueArrow shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify). BlueArrow shall require all of BlueArrow's subcontractors to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify).
- 7.12. Anti-Human Trafficking. BlueArrow warrants and agrees that no labor supplied by BlueArrow or BlueArrow's subcontractors in the performance of this Agreement shall be obtained by means of deception, coercion, intimidation or force, or otherwise in violation of North Carolina law, specifically Article 10A, Subchapter 3 of Chapter 14 of the North Carolina General Statutes, Human Trafficking.
- 7.13. Nondiscrimination. Pursuant to Section 3-2 of the Town of Apex Code of Ordinances, BlueArrow hereby warrants and agrees that BlueArrow will not discriminate against a protected class in employment, subcontracting practices, or the solicitation or hiring of vendors, suppliers, or commercial customers in connection with this Agreement. For the purposes of this Agreement "protected class" includes age, race, religious belief or non-belief, ethnicity, color, national origin, creed, sex, sexual orientation, gender identity, marital status, natural hair style, genetic information,

pregnancy, familial status, disability, veteran or military status, or disabled veteran status.

- 7.14. Nonappropriation. Notwithstanding any other provisions of this Agreement, the parties agree that payments due hereunder from the Customer are from appropriations and monies from the Town of Apex Town Council and any other governmental entities. In the event sufficient appropriations or monies are not made available to the Customer to pay the terms of this Agreement for any fiscal year, this Agreement shall terminate immediately without further obligation of the Customer.

FOR INTERNAL USE ONLY (DO NOT EDIT)

X Geotab

Surfsight

Surfsight Direct

Rosco

Digital Matter

Fleetio

BA Fuel

GoAnywhere

Other

Has Sales Rep selected solutions? X