AssetWORKS

ORDER FORM

AssetWorks LLC
998 Old Eagle School Road, Suite 1215
Wayne, PA 19087

Order #: Q-06684-2
Date: 11/9/2020

Ship To
Denis Ryan
City of Camas
616 NE 4th Ave
Camas, WA 98607
United States
(360) 817-7983
dryan@cityofcamas.us

Bill To
City of Camas
616 NE 4th Ave
Camas, WA 98607
United States

Sourcewell Agreement # 022217-AWI

This Order Schedule is issued pursuant to the attached Master Agreement and Statement of Work numbered Q-06684 entered into between AssetWorks and the above named Customer. Parties agree to be bound by those terms and conditions. Pricing below is valid if this Order Form is signed on or by 2/7/2021.

FleetFocus FA (perpetual license – one-time fees)

Description	QTY	UNIT PRICE	Line Total
FleetFocusFA Standard License	150	USD 41.00	USD 6,150.00
Reporting Module	150	USD 2.05	USD 307.50
Motor Pool Module	150	USD 4.10	USD 615.00
Shop Activity Module	150	USD 4.10	USD 615.00
KPI/Dashboards Module	150	USD 2.05	USD 307.50
Crystal Reports Server OEM Edition (FA), - with 1x report writer	1	USD 2,900.00	USD 2,900.00
FleetFocus FA License Total:			USD 10,895.00

Verizon Network Fleet – Hardware (one-time)

Description	QTY	UNIT PRICE	Line Total
A5500 (includes Y harness) Networkfleet Hardware	50	USD 110.23	USD 5,511.50
Telematics Hardware Total:			USD 5,511.50

Verizon Network Fleet – Data Services (annual)

Description	QTY	Monthly Fee/Unit	Line Monthly Total	Yearly Fee
Networkfleet Connector - AssetWorks Client - Includes Telematics Module	50	USD 1.25	USD 62.50	USD 750.00
A5500 Networkfleet Standard Service	50	USD 18.95	USD 947.50	USD 11,370.00
Telematics Data Services Total:				USD 12,120.00

Hosting (annual fees)

Description	QTY	Monthly Fee/Unit	Line Monthly Total	Yearly Fee
Hosting Services - FleetFocus Monthly Fee – (Year 1)	150	USD 6.67	USD 1,000.00	USD 12,000.00
Hosting Services - Reporting Database Monthly Fee – (Year 1)	1	USD 500.00	USD 500.00	USD 6,000.00
			Hosting Services Total:	USD 18,000.00

5% annual increase in hosting services

Hosting (one-time Setup fees)

Description	Line Total
Hosting or SaaS - Server Setup Fee	USD 5,000.00
Hosting or SaaS - Reporting Database Setup Fee	USD 2,500.00
Hosting Setup Total:	USD 7,500.00

FleetFocus FA Services (one-time fees)

Description	Line Total
Project Management Services	USD 9,020.00
Software Installation	USD 1,640.00
System Setup Services	USD 6,560.00
System Configuration Services	USD 9,020.00
Data Conversion Services	USD 8,200.00
Training Services	USD 6,560.00
Go Live Support Services	USD 8,200.00
Configure and Test Automated Fuel Import	USD 1,640.00
Project Kickoff & Orientation	USD 2,460.00
Configure and Test Networkfleet Integration	USD 6,560.00
FleetFocus FA Services Total:	USD 59,860.00

FleetFocus FA – Maintenance (annual)

Description	Line Total
Software Maintenance - (Year 1)	USD 2,530.00
FleetFocus FA Maintenance Total:	USD 2,530.00

5% annual increase in maintenance

City of Camas, WA tax (8.4%)	USD 9,778.97

Year 1 - Grand Total:	USD 126,195.47
Year 2 - Grand Total (includes hosting, maintenance, Verizon Networkfleet and tax):	**USD 36,505.33**

If you have any technical questions related to FuelFocus products and services, please contact Jim Hammond at (541) 610-2302 or jim.hammond@assetworks.com.

Standard Professional Services Terms

FleetFocus license is based on active units in fleet

Additional Components can be licensed at a rate of $5 per component

All warranties conveyed by the manufacturer to AssetWorks are included

Travel: Expenses will be reimbursed as incurred. Expenses include actual costs for lodging, air and ground travel and per diem rates for meal expenses (corporate rate/government agreement).

Costs are estimated for a time and materials project and do not include applicable taxes

Professional Services engagements have 7-8 week lead time from execution of contract/order
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 Jim Hammond at jim.hammond@assetworks.com.

THANK YOU FOR YOUR BUSINESS!

AssetW⚙RKS

Statement of Work

#Q-06684

City of Camas, WA

FleetF⚲cus™

FleetFocus Asset and Maintenance Management Applications

November 20th, 2020

Contents

Introduction

AssetWorks is pleased to partner with CITY OF CAMAS (CAMAS) for a successful implementation of the FleetFocus asset and maintenance management application for its Fleet assets. This Statement of Work (SOW) identifies the tasks required for the implementation of the FleetFocus solution. This SOW is based on AssetWorks' current understanding of the requirements and AssetWorks' previous experience with similar engagements.

AssetWorks recommends CAMAS use AssetWorks' expertise and consulting resources to ensure a timely and cost-effective implementation. AssetWorks offers a variety of services ranging from workflow re-engineering to general business and technical consulting.

To best facilitate the implementation, AssetWorks urges CAMAS to formally identify a core team of members from each of the critical business groups who will participate in or be affected by the project implementation. This involvement must come from all parties. This core team should be both technically qualified and knowledgeable of their groups' business practices. These individuals will be responsible for spearheading the system configuration, data mapping, and workflow tasks to ensure a feasible and effective production rollout.

Circumstances may necessitate changes to the tasks and/or time estimates, at which time AssetWorks and CAMAS will discuss these changes in good faith at their earliest opportunity.

WBS A.1.0 Project Management and Planning Services

Project kick-off and planning

AssetWorks will facilitate a remote project kick-off meeting wherein we will review the project timeline, identify roles and responsibilities and discuss status reporting with CAMAS staff.

AssetWorks recommends CAMAS appoint a core project team for the implementation stage with representatives from all functional or operational areas of CAMAS's business. This core group must have the authority and charter to make appropriate decisions regarding the implementation. The core group representatives should have complete knowledge and familiarity with CAMAS's operations and objectives. They will form most of the roll-out team later in the project. CAMAS project team will define their roles and responsibilities and establish project standards and controls.

CAMAS will appoint a dedicated Project Manager, Subject Matter Project Leads, and supporting personnel from the designated CAMAS functional and operational areas. CAMAS Project Manager will lead the overall CAMAS project team and be responsible for CAMAS personnel and resources on the project. The Project Leads will be responsible for the configuration and implementation of FleetFocus and for facilitating decisions among the core maintenance group.

Project management and oversight

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

- Serve as the main point of contact for CAMAS Project Manager
- Coordinate of project resources and work so that milestones are met in an efficient manner; tasks will be designed to minimize implementation time and cost while taking into consideration resource and time constraints such as CAMAS staff availability
- Work with CAMAS to manage risks throughout the project
- Present progress to CAMAS Project Manager and/or to CAMAS Project Sponsors (as required)
- Attend project related meetings as needed to ensure timely resolution to open issues and action items
- Develop project deliverables
- Manage approval/sign-off processes
- Manage action items
- Manage scope control
- Maintain project schedule and scheduled meetings

The AssetWorks Project Manager will ensure that sufficient resources are available to implement the system in accordance with the project requirements. The AssetWorks Project Manager will monitor the project resources to ensure quality delivery of services and that the deliverables are completed in accordance with the project requirements.

AssetWorks will assign a Professional Services Manager to provide additional subject matter expertise, monitor the project resources and budget, and ensure quality delivery of services. The Professional Services Manager is CAMAS's first escalation point for any issues arising during the project while the Program Manager will provide executive level communication and support.

Deliverables for Project Management Services

- Complete Project Kick Off
- Update to relevant status reports prior to status meetings
- Manage action items, issues and risks
- Facilitate bi-weekly status meetings

CAMAS is responsible for all deliverables not specifically included above.

WBS A.2.0 Software Installation Services

Database and applications

As part of going hosted with AssetWorks, we will create the non-production and production FleetFocus environments as well as a reporting environment. AssetWorks Customer Care will work with the AssetWorks Project Manager to schedule the installations and provide updates accordingly for project schedule purposes.

Once installed, the URL and login information to the production and non-production system will be provided to CAMAS. It is recommended, when possible, that the CAMAS have separate workstations and/or tablets for technicians to login to the system to maximize the efficiency of capturing real-time labor and avoid the delays in updating work orders with notes, labor, etc. that would come with shared computers. All workstation and browser recommendations are contained within product documentation and can be provided on request but a chart is listed below that is subject to change.

The CAMAS will also be provided with the details of the reporting instance's connection information.

Browser Versions

Supported for use of Web Modules on both Desktop and Tablet Operating Systems

	IE 11	Edge Chromium	Chrome
17.0.x	x		x
18.0.x	x		x
19.0.x	x		x
19.1.x	x	x	x
20.0.x	x	x	x
20.1.x	x*	x	x

Primary certifications performed in Windows-based desktop operating system environments. Other supported operating systems or platforms may have specific limitations per-device based on hardware or software.

Internet Explorer compatibility mode is not supported.

Firefox has known compatibility issues and is not recommended.

*Mapping is not supported if using IE11.

Deliverables for Software Installation Services

- Installation of AssetWorks software in a production and non-production environment
- Reporting database connection information for use with the Crystal report writer license

WBS A.3.0 System Setup Services

System Set-up Consulting

AssetWorks will lead system setup sessions to complete the coding conventions for equipment numbering, equipment classes, repair codes, PM schedules, PM parameters, PM checklists, and other items. AssetWorks will also review the setup for all the modules being implemented as part of this project.

CAMAS's preparation for this engagement includes the assimilation and distribution of relevant inventory, purchasing, operations, and maintenance data prior to the meeting. The goal for these meetings is to achieve at least 90% of the standard coding schemes and business practices required for system roll-out. The coding schemes listed on the agenda will be defined based on best practices with AssetWorks making recommendations as we better understand the CAMAS's standards (e.g., tasks (6-9 digit), work accomplished codes, condition ratings, position, etc.) and also with maintenance classes like NAFA or AWPA.

Deliverables for System Setup Consulting Services

- Conduct multiple remote sessions (approximately 10-12) to review core codes, starter database and discuss initial workflow design conversations; services are fulfilled at the conclusion of the sessions with the understanding additional follow-up is to occur during the System Configuration Services phase.

Finalize data definition and processes

CAMAS will take "action items" from the System Set-up Consulting sessions to finalize the definition of all relevant FleetFocus data elements and work processes, including maintenance, parts management, procurement, and other job functions. CAMAS's deliverable for this task is complete documentation of CAMAS's definitions for all applicable FleetFocus data elements. This deliverable is a critical prerequisite to the development of the training material for the rollout. AssetWorks will work with CAMAS to prepare this documentation. It is recommended to work on these items as soon as possible following training sessions to ensure a more complete comprehension of the material being covered.

AssetWorks will work with CAMAS team to configure FleetFocus per the discussed workflow. This configuration will build on the setup defined with CAMAS core team and will focus on specific decisions, such as location options, department settings, etc. CAMAS will perform setup tasks as assigned by AssetWorks.

Configure Modules

AssetWorks will review settings to setup desired workflow and provide an orientation for the following modules:

- <u>Enterprise Portal</u> – The Enterprise Portal module is a web-based alternate end user interface to the base application logic. To users familiar with the graphic user interface (GUI) screens, it provides a familiar look-and-feel to grid and tabs, function buttons, and screen menus, while removing the need for a client-side installation. Users have access to all the same screens and functions as through the GUI but access the screens through a standard web browser. It is primarily used for application setup and system administration management of FleetFocus FA in complement to the Shop Activity web portals.
- <u>Shop Activity Module</u> – The Shop Activity module manages workflow driven portals for activity happening in a shop or out in the field and with an external customer.
  - o <u>Work Management Module</u> - The Shop Activity Work Management Portal is designed to provide supervisors with access to all the screens and functions required during their workday. Supervisors can use the portal to do the following: view and assign work, view current status of employees on the shop floor, view equipment repair history, service requests, and messages, request or post parts for work orders, create and update test results related to work orders, complete PM checklists for PM and inspection services, enter complaint, cause, and correction detail for repairs performed, add comments and notes to work orders, create new work orders, create new service requests, and assign employees to existing work orders.

- o Technician Module - The Shop Activity Technician Portal is designed to provide technicians with access to all the screens and functions required during their workday. Technicians can use the portal to do the following: view work assigned to them, log on and off of tasks, view equipment repair history, service requests, and messages, request or post parts for work orders and view status of past requests and postings, add comments and notes to work orders, create and update test results related to work orders, complete PM checklists for PM and inspection services, enter complaint, cause, and correction detail for repairs performed, create new work orders, manage service requests, and print work orders.
  - o Storekeeper Module - The Shop Activity Storekeeper Portal is designed to provide storekeepers with access to all the screens and functions required during their workday. Storekeepers can use the portal to perform the following functions: manage part requests or requisitions, order parts, and create new parts.
  - o Service Request Module - The Service Request Portal is designed for deploying and displaying Service Request entries. It gives your organization the option to relieve the burden on shops or call centers that record requests from employees and operators for asset maintenance or vehicle service by allowing individuals to log the requests themselves. Using the kiosk feature eliminates the need for each operator to have a login for entering and displaying vehicle service requests.
  - o Notification Module – The Notifications module provides instant alerts of important information and scenarios for better communication and tracking. A collection of out-of-the-box notification scenarios are provided. AssetWorks will assist in the configuration of up to 3 "out of the box" notifications for customer use. This module is included in base FleetFocus FA.
  - o AdHoc Query Module - The Ad Hoc Query Module provides secure ad hoc query capabilities. It allows users to build their own queries, format the display of the results, export the results, and save queries for future use and sharing with others. AssetWorks will review a sampling (3-5) of the out of the box ad hoc queries. AssetWorks will not create brand new custom reports. AssetWorks will show CAMAS how to adapt one report and in addition, how to setup permissions for reports. This module is included in base FleetFocus FA.
- Reporting Module – The Reporting Module takes data stored in your database and reformats it into information that can assist in effectively managing operations. At the same time, it opens visibility into your operations by publishing professional reports over a zero-client, browser interface. The Reporting Module will provide standardized reports as well as accessibility to real-time data and report automation using Crystal Reports; training on Crystal Designer is not included.
- KPI/Dashboards Module - The Dashboard Module provides real-time access to your database through easy-to-interpret, out-of-the-box gauges and charts. Dashboard elements provide instant insight into your maintenance key performance indicators via a standard web browser. You may provide access to dashboards to anyone in your organization with an authenticated login, without the need to install any software on their machines. AssetWorks will review and make the following dashboards available for use:
  - o Open WO's by Location
  - o Direct vs Indirect Shop Time
  - o Pending Service Requests
  - o Work Order Aging (WO's by # of Days Opened)
  - o Direct vs Indirect Labor
- Motor Pool Module – The Motor Pool module allows for the setup of a motor pool asset types, rates by meter, duration (i.e. Day), etc. and allows for manual dispatching options.
- Telematics Module – used for the Network Fleet integration; see further detail below in Technical Services

System orientation sessions are approximately each 2 hours in length covering one or more of the topics listed above. AssetWorks maintains a "Project Implementation Guide" checklist covering System Setup and various configuration tasks. Utilizing that guide, AssetWorks will schedule sessions with CAMAS and recommend the types of resources required.

In addition, AssetWorks will consult with CAMAS to configure the modules to facilitate the workflows for the maintenance and back office functions. Configuration includes:

- Assigning user groups for specific functions
- Initializing (out of box) notifications to facilitate business processes
- Creating custom menus for specific user groups

Deliverables for System Configuration Services

- Setup configuration completed in the production database
- Production database available to re-fresh (database restore) the non-production database for customer review.
- Overview of all customer purchased modules and setup of those modules with decided workflows and processes from system setup consulting sessions.

WBS A.4.0 Data Conversion Services

Data Loading

AssetWorks will provide a training session for data loading for CAMAS administrators. A user with a solid understanding of Microsoft Excel will likely be able to grasp this tool and process very quickly. CAMAS staff will use the AssetWorks Data Loader tool to load its data into FleetFocus.

Assist with Data Loads for Equipment, Parts and Summary Cost History

CAMAS will extract the agreed-upon data from its current systems. AssetWorks will consult with CAMAS on data "scrubbing" or "cleansing" legacy CAMAS data but will not be responsible for the final cleansed data. CAMAS will be responsible for populating FleetFocus with approved and "clean" CAMAS data.

AssetWorks will provide Microsoft Excel™ templates to assist in loading data into FleetFocus. CAMAS will convert only the data that maps into FleetFocus. Data that does not map into FleetFocus will not be converted. Further, only data elements that can be entered on a FleetFocus screen are part of this conversion. CAMAS, with assistance from AssetWorks, will use FleetFocus' data loading processing feature to load the data on these screens.

CAMAS will provide the data in the properly formatted spreadsheets (per AssetWorks' specification) for loading into FleetFocus. AssetWorks makes the following assumptions about the data from CAMAS's legacy system(s):

- The data files to be loaded into FleetFocus will be text-based flat files with one row of data per asset or per part.
- AssetWorks will not provide services to manipulate or move data from CAMAS files into AssetWorks provided data templates.
- CAMAS will provide the data to load into in the format of the data load files provided
- CAMAS will provide each test data file and each production data file in the same format.
- CAMAS will use default values for any data element that FleetFocus requires that is not in the data file.
- CAMAS will convert only master equipment records, master part records and summary cost history (summed totals of data by year and month) records.
- AssetWorks will convert only these fields for summary cost history:
  - Fuel Quantity and Cost
  - Alternative Fuel and Cost
  - Repair Labor
  - Repair Parts
  - Repair Commercial Labor
  - Repair Commercial Parts
  - PM Labor
  - PM Parts
  - PM Commercial Labor
  - PM Commercial Parts
  - Meter Readings
  - Equipment Downtime hours
  - Fixed Monthly Costs – broken out to 7 fields
- AssetWorks will not provide services to convert or load any historical work order detail or prior PM/Inspection historical detail (next PM due date and last meter PM performed included) information as part of this scope of work.
- AssetWorks will not provide services to convert current open purchase order detail
- AssetWorks will provide assistance in the form of troubleshooting errors in data load runs and providing direction in the mapping of legacy data elements to FleetFocus fields.
- AssetWorks will provide assistance to load a maximum of 150fleet active assets as well as defined active components; active defined as the ability to write a work order for the asset or component.

- AssetWorks will provide assistance for loading a maximum of 2 inventory locations with a maximum of 15,000 parts per inventory location. AssetWorks will review the 2 inventory location's data prior to load for data integrity purposes to ensure it supports application functionality however, the customer is responsible for the accuracy of the data such as descriptions, part numbers and prior to go live, the quantity on hand and current part price. After the initial 2 inventory locations are loaded, AssetWorks will train the customer on how to load additional inventory locations. The customer will be responsible for ensuring all parts in the data loads were loaded fully into the application and AssetWorks will assist in training on how to verify this using the application and various out of the box reports or ad hoc queries as required.
- All data loads by AssetWorks indicates a one-time load. After initial load data is to be updated manually in the FleetFocus system by the customer for incremental changes up to go live and cutover into a Production system. These data loads are typically done towards the end of the project and shortly before testing, training and go live to minimize any manual updates that might need to be done.
- All data loads are to be reviewed by AssetWorks before being loaded to the Production system before the go live cutover, even if CAMAS is loading the data.

Conversion of Specific Data

AssetWorks and CAMAS will jointly resolve issues arising out of the data translation, including codes (if any) to be changed. AssetWorks will help CAMAS finalize the data mapping and identify the sources for each data element. CAMAS will be responsible for mapping old codes into new codes (i.e., translating) within the data set to be converted.

Data Conversion Testing and Validation

After AssetWorks and CAMAS have jointly documented the data mapping and data load process, CAMAS will test the results from the data extractions. This process will require involvement from CAMAS Information Technology personnel supporting the existing systems.

Deliverables for Data Conversion Services

- One-time load of Fleet Equipment and Component data (adheres to limits listed above)
- One-time load of Parts Inventory data (adheres to limits listed above)
- One-time load of Summary Cost History (adheres to limits listed above)
- Delivery of data load training to customer system administration staff.

WBS A.5.0 Technical Services

Configure Fueling System Import

To provide a very straightforward and flexible solution, AssetWorks proposes that CAMAS use FleetFocus' Automated Fuel Systems screen to define its fuel import. The base application includes this screen, with which end users can create fuel import definitions for use with the Automated Fuel Tickets screen. Using this screen, CAMAS could build its own import for processing fuel transactions from its 3rd party fuel system. This process does require a manual step to import the file.

AssetWorks will assist CAMAS in defining one fuel import from an external source using FleetFocus' fueling system import feature. CAMAS will provide AssetWorks a sample fuel file with appropriate data layout definition documentation for the fuel system's data file. The files shall be fixed width or comma separated.

The below fields are available for import to the Automated Fuel Ticket screen in FleetFocus. Many of these fields use validated lists which must be populated by CAMAS. The data in the import file must match the data available in FleetFocus. This process does not allow for data translation, for example, translating differing fuel types between the 3rd party system and FleetFocus.

- Equipment Identifier
- Date/Time
- Account ID
- Employee ID
- Site/Pump/Tank ID
- Product ID
- Reversal Indicator (must be Y or N)
- Transaction Code (for limiting the type of transaction to be processed)
- State/Province (hardcoded list)
- Vendor ID
- Meter 1/2 readings
- Fuel or Fluid Quantity
- Fuel or Fluid Price (or Fuel or Fluid Total Cost)
- Miscellaneous Cost

Deliverables for Configure Fueling System Import

- Setup one 3rd party fueling system in the FleetFocus Automated Fuel Screen as a template in both production and non-production.
- Run in a test file in the non-production setup and confirm any necessary changes for production.

Existing FleetFocus Integrations

AssetWorks will provide services to implement the following existing FleetFocus integrations. Services are to include setup in FleetFocus, installation of the integration, configuration in MAXQueue (proprietary middleware), testing in a non-production environment and rollout in a production environment. The following existing integrations have been included:

Configure Standard Networkfleet GPS Integration

AssetWorks will provide professional services to configure the Networkfleet GPS integration to FleetFocus. AssetWorks will install and configure the Telematics module to ensure the proper handling of incoming data from Networkfleet. The module and integration assume usage of all FleetFocus settings out of the box and utilizes functionality built within the supported versions, as noted in AssetWorks product documentation.

- Integration is limited to sending meters, diagnostics and faults, and GPS data as provided by the Networkfleet web service.

- Requires the minimum FleetFocus version as noted in AssetWorks Product documentation, subject to change without notice.
- Verizon Networkfleet Terms and Conditions will be included on all orders.
- AssetWorks is not responsible for providing, maintaining or advising on any GPS/AVL provider specific terms/conditions and/or functionality, login access, etc.
- Customer will be responsible for working with the AssetWorks' Professional Services to move the module into a production environment.
- Professional services are presented on a fixed fee basis and do not include applicable taxes.
- Full amount for integration will be invoiced upon installation in a production environment & is due on existing contract terms.

Services Milestone Payments:

- Milestone #1 – Networkfleet Integration Installation in Production Environment = $6,560 USD

WBS A.6.0 Testing Services

Prepare Standard Test Plan

AssetWorks will first provide its standard test plan. CAMAS is responsible for any changes to the test plan. The test plan will consist of the following functional and data validation test cases:

- Verify the security and access control functions for User Groups
- Add and modify equipment primary information
- Add and modify parts primary information
- Open a repair order and a PM order for an equipment unit
- Charge labor to the work orders and verify the charges of hours and costs
- Charge inventory parts to the work orders and verify the charges of quantity and cost as well as proper inventory relief
- Charge commercial charges to the work orders and verify the charges of labor and parts
- Close the repair and PM orders
- Verify work order charges
- Adjust parts inventory both upward and downward
- Generate a sampling of standard reports and ad hoc queries
- Verify a sample of asset master records
- Verify a sample of part master records

Support System Test Plan Execution

AssetWorks will support the core team conducting a test of the FleetFocus system features to display the converted data in the test environment, according to the above test plan. The objective is to be able to run through the various testing scenarios, validate the data and system configuration, identify areas for adjustments, and facilitate retesting.

This test plan will be executed according to the schedule agreed upon by CAMAS and AssetWorks during the project. AssetWorks will provide remote support for system testing. CAMAS will document the test results.

Deliverable for Testing Services

- Deliver FleetFocus out of the box test scripts to the customer
- Support the customer with questions as customer performs and documents test results

WBS A.7.0 Training Services

The training will be role-based and will differ for trainees from the various organizational and functional areas. Each CAMAS trainee will have the basic skills in the overall use of FleetFocus and strong knowledge of how to use the application in his or her specific job function or area of expertise. The deliverables will not include remedial training for computer skills or any computer-based training.

Training Preparation

AssetWorks will provide its standard training plan, materials and begin scheduling and planning for the training. CAMAS is authorized to tailor the training materials to apply branding and match workflows specific to CAMAS. AssetWorks training materials assume all users are familiar with a Windows environment; the AssetWorks training will not include any Windows or remedial computer training.

The training will cover work order functions; parts and labor posting functions; and other common features and transactions. The topics and workflows included in the training will be those finalized by CAMAS team during the system setup and follow-up tasks. Any deviations in the defined and agreed upon workflow will cause delays and added costs to the training.

AssetWorks will provide a master electronic version for CAMAS Project Manager. CAMAS will produce and provide copies (across all roles) of the final training materials for use during the training sessions. CAMAS will be authorized to reproduce and use any training materials for ongoing training within CAMAS.

Training

AssetWorks will provide up to 32 hours/4 days of system administration and training in the configured base application and add-on modules for the roll-out of FleetFocus (according to the project plan) for up to ten users per class (assuming CAMAS's training facility has a sufficient number of workstations for these training sessions).   All training will be held remotely. The topics and workflows included in the training will be those finalized by CAMAS team during the system setup and follow-up tasks. However, CAMAS should remain especially sensitive to necessary last-minute procedural changes or clarifications based on trainee feedback.

AssetWorks will provide System Administrator training for up to ten users (assuming CAMAS's training facility has a sufficient number of workstations for this training). These trainees will be responsible for supporting the FleetFocus application from a technical perspective. The training will cover the following areas of FleetFocus:

- Application logging and troubleshooting

- Notifications/Dashboard Configuration

- Application Security Settings

- Mobile device hardware and software (if applicable)

- End of Period Processing/Table Management

- User and User Group Maintenance

- Interface troubleshooting

Technician Training:

In this course, participants will learn how to use the Technician portal as a maintenance tool to manage tasks they perform on a day-to-basis. In hands-on exercises, participants will practice accessing the system, clocking in and out, viewing work status and

assignments, managing individual time reporting, posting time to work order tasks, changing/adding tasks to work orders, requesting parts and completing PM checklists. Topics to be covered will include:

- Technician Portal overview
- clocking In/Out
- View work status and assignments
- Create new work orders
- Work order main page
- Job on and off task
- Modifying tasks
- Add notes to tasks
- Finding existing work orders
- Posting indirect time
- Viewing daily timesheet
- Assigning service requests
- Viewing work order history
- Creating part requests
- Component Warranty
- Understanding the AssetViewer
- Completing PM checklists
- Work order postings
- Put work order in Work Finished status
- Executing reports

Work Management Training:

In this course, participants will learn how to use the FleetFocus portals (Work Management, Screens, and Reporting) to manage the daily operations within the maintenance areas. In hands-on exercises, participants will practice creating repair and PM work orders, directing employee assignments, accessing equipment work order history, managing service requests, generating PM schedules and executing reports. Training will cover the areas below and additional areas necessary to answer questions regarding shop operations. Topics to be covered will include:

- Work Management Portal overview
- Employee management
- Work order management
- Filtering in the Work Management Portal
- Work order assignment
- Viewing existing work orders
- Creating PM and repair work orders
- Work order main page
- Work order action buttons
- Assigning work to a technician
- Shop Calendar
- Assigning service requests
- Reviewing work order history
- Creating part requests/issues
- Understanding the AssetViewer
- Work order postings (after the fact)

- Posting labor adjustments
- Review and close work orders
- Executing reports
- Web screen navigation

Inventory Management Training

This training is for any individuals who manage parts transactions and inventory management. Topics to be covered will include:

- Enterprise Portal
    - System Operation & Navigation
    - Using the Filter to Search for Data
    - Part Primary
    - Part Location
    - Vendor/Part Information
- Enterprise Purchasing Workflow
- Enterprise Purchasing codes
- Storekeeper Portal
    - Overview
    - Part request management
    - Part request detail
    - Set Notify flag
    - Issue parts
    - Ordering from part requests
    - Purchase order management
    - Updating purchase orders
    - Creating purchase orders
    - Line item overview
    - Receiving parts
    - Deleting lines on a purchase order
    - Returning parts to a vendor
    - Creating a new part
    - Editing an existing part
    - Direct Issues
- Enterprise Portal
    - Stock replenishment
    - Part transfers
    - Parts adjustments
    - Inventory counts
- Executing reports

CAMAS will identify at least one "key user" on each shift to closely support the cutover, particularly after the training concludes. This individual will be responsible for answering initial end user questions and, most importantly, implementing subsequent changes or alterations to the documented procedures. AssetWorks recommends that these "key users" be those that attended the core team training sessions described above.

Deliverables for Training Services

- Deliver FleetFocus training agenda
- Deliver FleetFocus electronic training material
- Deliver FleetFocus System Administrator training
- Deliver FleetFocus Technician training
- Deliver FleetFocus Work Management training
- Deliver FleetFocus Inventory Management training

WBS A.8.0 Production Roll-Out Services

Production Cut Over

CAMAS will commence live operations using FleetFocus.   AssetWorks staff will provide up to 40 hours of go live preparation and remote "go live" assistance for CAMAS operation. This step is critical to success.

During the post-implementation period, AssetWorks will provide support during normal working hours. When possible and agreed, AssetWorks will provide support to multiple shifts on a given day (e.g., by covering the last four hours of one shift and the first four hours of a second shift).

AssetWorks will remain closely involved during this very critical period. AssetWorks will have one resources available remotely during the go live week. After the first week, AssetWorks will be available remotely on an as-needed basis to answer questions and make sure the cut-over is progressing well. Of course, additional on-site and off-site support is available to CAMAS under a separate Statement of Work.

Deliverable for Production Roll-Out Services

- Customer begins use of FleetFocus in a live production operation

Preliminary Schedule

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

WBS	Task Name	Duration	M-1	M1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M11
A	◢ Camas WA FleetFocus Implementation	225 days												
A.1	▷ Project Management Services	225 days												
A.2	▷ Software Application Installation Services	5 days												
A.3	▷ System Setup Services	60 days												
A.4	▷ Data Conversion Services	35 days												
A.5	▷ Technical Services	5 days												
A.6	▷ Testing Services	25 days												
A.7	▷ Training Services	15 days												
A.8	▷ Production Roll-Out Services	10 days												

Professional Services engagements have an 8-12 week lead time from contract execution. Named AssetWorks resources are assigned after contract execution.

Assumptions

The following general assumptions apply to this proposal:

General

- Professional services other than interface and enhancements will be provided on a Time & Materials basis. Any interfaces and enhancements will be provided on a fixed fee basis as well as any existing integrations listed in the Technical Services section of the SOW with specific milestone amounts.
- All professional services delivered will be invoiced at the beginning of each month following their delivery.
- For all time and materials work provided in 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.
- 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.
- Only those optional modules identified in the accompanying license agreement are to be implemented and are included in this Statement of Work.
- Optional modules purchased after implementation has begun will require a change order or separate statement of work for services related to installation, configuration and training.
- Travel expenses will be reimbursed as incurred. Expenses include actual costs for lodging, air and ground travel and per diem rates for meal expenses (corporate rate/government agreement).
- This Statement of Work does not include any costs associated with 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 FleetFocus™ family of products which includes FleetFocus, FA, M5, MCMS, M4 and FleetFocus™. Use of the products is subject to the Software License Agreement.
- If this order is abandoned/paused by the CAMAS for any reason mid-effort, the CAMAS will be billed for all of AssetWorks time incurred at the current contracted labor rate.

Project Delays

- 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.

Customer Resources

- 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.
- CAMAS will provide the resources described in this Statement of Work to insure a successful implementation of the products.
- CAMAS 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 CAMAS project team resources will be committed to the project as of the project start date.

- CAMAS commits to training appropriate functional and technical resources as required.
- CAMAS is responsible for all manual data entry.
- CAMAS 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 CAMAS resources, additional cost will be invoiced.
- AssetWorks will provide on-site training to CAMAS (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.
- CAMAS 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. CAMAS will be responsible for customizing training materials to meet its implementation requirements.
- CAMAS will make appropriate technical resources available to AssetWorks' consultants.
- In the event that CAMAS schedules on-site services and due to circumstances within CAMAS'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 CAMAS to coordinate training and roll-out schedules, communications with field personnel and setting up training sites.

Infrastructure

- CAMAS will provide a project work area and infrastructure at the centralized implementation location appropriate for the size of the combined CAMAS/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.
- CAMAS will be responsible for installing and configuring computer hardware and peripheral equipment such as printers and bar code equipment (if applicable).
- If CAMAS hosts the application, CAMAS will be responsible for establishing access to the FleetFocus™ Application, and DBMS servers, providing all supporting software, hardware, and connectivity for the application server.
- The Web server must use Microsoft IIS.
- Acquisition, installation, testing, support, and tuning of any additional required application software, hardware, RDBMS, other software, peripherals and communications infrastructure will be the responsibility of CAMAS if CAMAS is hosting the application.
- CAMAS will verify that the hardware environment is installed, configured and operating over the network before scheduling the Software Installation if CAMAS is hosting the application.
- CAMAS is responsible for providing browser access to the FleetFocus™ application.
- CAMAS is responsible for providing and maintaining TCP/IP connectivity with sufficient bandwidth from all user workstations to the FleetFocus™ servers.
- System, server, and workstation backups are the responsibility of CAMAS. This includes the development and execution of the system backups and recovery programs if CAMAS is hosting the application.
- CAMAS is permitted to implement a disaster-recovery environment, however unless specifically included in this proposed Statement of Work, AssetWorks is not responsible for the installation, configuration or support of this environment if CAMAS is hosting the application.
- CAMAS 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.
- CAMAS will implement a single production FleetFocus™ database. A test database instance will also be implemented.
- CAMAS will implement this solution such that all assets will be in a single production FleetFocus™ database.
- CAMAS personnel assume the responsibility for applying software patches if CAMAS is hosting the application.
- 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.

- A separate start-up fee will be invoiced following the contract execution for the installation of CAMAS's AssetWorks hosted site.

Project Management and Risk Factors

- CAMAS and AssetWorks will agree on scope, services, and deliverables for optional modules and services prior to the Notice to Proceed.
- CAMAS project manager will be responsible for obtaining any required authorizations, approvals and/or signoffs by CAMAS 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 CAMAS 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 CAMAS or CAMAS resources assigned to the project.
- CAMAS 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 CAMAS 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 CAMAS'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.

Technical Services / Interfaces

Custom Reports Standard Terms

- All custom reports require a licensed and installed Reporting Module in a non-production and production environment for reports to be run from the FleetFocus FA web portal.
- If AssetWorks is contracted to make modifications to a CAMAS created report and identifies areas with incorrect design and/or data, AssetWorks will notify the CAMAS immediately. If the CAMAS requires AssetWorks to resolve the issue, it will require a change order.
- CAMAS is responsible for working with AssetWorks' Professional Services to provide their business process and identify specific system data mapping/elements requirements for the purposes of developing an approved functional and technical specifications for AssetWorks' Development to proceed with building a custom report.

Product Enhancements Standard Terms

- For all product enhancements, full and final design details will be determined by AssetWorks Product Management during the internal scoping process and discussed with the CAMAS. Exact naming conventions and fields are subject to change upon creation of the specification document and final design by AssetWorks.
- For all product enhancements, if the quoted design details are requested to change, all other noted scope and assumptions are negated and a re-quote or change order will be required.

Custom Interfaces Standard Terms

- The custom interface(s) assumes usage of all FleetFocus FA settings out of the box (i.e. user security rights by screen level, no PMs on repair orders, requirement of work accomplish codes on tasks, etc.), no additional rules outside of

standard application logic are to be used such as advanced lookups or data transformations unless noted above in the custom interface(s) scope, terms and assumptions sections.

- The custom interface(s) assumes that only fields currently available within FleetFocus FA are available to be sent and all fields utilized adhere to the FleetFocus data type and field length of the specific field, unless noted in the interface(s) scope, terms and assumptions sections.
- Interface is quoted for only supported versions and only for a specific version if noted above in the CAMAS interface(s) scope, terms, and assumptions section.
- This interface will be delivered in a future release if specified or a custom package for CAMAS's current version, as determined by AssetWorks during development phase.
- Interface errors or rejects will be sent to the MAXQueue error handler to review/reprocess. CAMAS is responsible for management of errors/rejects; standard error processing rules and logic of FleetFocus FA will apply, unless noted in the interface(s) scope, terms, and assumptions sections.
- CAMAS is responsible for any errors outside of FleetFocus from any external system, and these will not be processed through FleetFocus FA.
- CAMAS is responsible for working with AssetWorks' Professional Services to provide their business process and identify their specific 3rd party system data mapping/elements requirements (i.e. web services, XML, APIs, etc.) for the purposes of developing an approved functional and technical specifications for AssetWorks' Development to proceed with building a custom integration.
- If the integration is scoped to accept attachment transfers, the CAMAS must send one file per transaction and must send them in the FleetFocus FA supported format.
- Interface is quoted for only supported versions and assumed logic is quoted utilizing the latest major build release.
- All custom interface(s) require a licensed and installed MAXQueue Module in a non-production and production environment.

All Custom Deliverable(s) Standard Terms

- All services will be performed remotely using web teleconferencing, unless otherwise noted.
- Non-production and production are required to be on a generally available (GA) release and the supported version(s) per assumptions noted above for custom deliverable(s).
- CAMAS may be required to upgrade, if FleetFocus FA business logic changes in future releases that impacts the dependencies for the custom deliverable(s).
- Upgrade services for FleetFocus FA are not included, unless otherwise noted.
- Non-hosted CAMAS is responsible for maintaining AssetWorks' recommended server architecture requirements for optimal system performance.
- If CAMAS changes their database type after signing design specifications a change order will be required.
- CAMAS is responsible for working with AssetWorks' Professional Services to provide their business process and identify their specific 3rd party system data mapping/elements requirements (i.e. web services, XML, API, etc.) for the purposes of developing an approved functional and technical specifications for AssetWorks' Development to proceed with building a custom integration.
- CAMAS is responsible for coordinating and sending requested sample data files, web services schemas, coordinating FTP file transfers and any other technical information such as the required 3rd party system mapping of data elements and/or files requested by AssetWorks for functional and technical specification(s) creation, development and/or quality assurance purposes.
- If using web services or APIs, the CAMAS must provide a fully maintained web service and API. The interface assumes the 3rd party technology is available within the FleetFocus FA standards to be able to access these methods and services. The CAMAS's system must be capable of providing AssetWorks with the proper services and/or connections so that FleetFocus can distinguish data updates such as "INSERT" and "UPDATE" data and send items using triggers rather than timers. FleetFocus FA will process each change in this method specified, as it is received. FleetFocus FA assumes no call backs from 3rd party system web services or APIs that require additional data transformations.
- For AssetWorks to begin development, an approved custom deliverable specification(s) with data mapping to the FleetFocus FA database must be reviewed, approved, and signed by the CAMAS; this includes any iterations after the initial approval.
- Approval of all functional and technical specifications are required by the CAMAS within 30 days of delivery by AssetWorks.

- Signed functional and technical specification(s) take precedence on all design and development.
- If a CAMAS's internal systems (i.e. ERP) require any additional analysis, configuration and/or development to support the proposed custom deliverable(s), AssetWorks assumes the CAMAS will provide internal resources to immediately resolve any work and/or process resolution needed to support the agreed upon project timeline. If AssetWorks is required to assist, a change order will be necessary.
- CAMAS will make appropriate technical resources available to AssetWorks' consultants and have all of the necessary and appropriate personnel at meetings for the purpose of defining the requirements of the system and project.
- CAMAS 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 the AssetWorks' Professional Services and CAMAS Care team.
- Development delivery timelines will be set upon signature of the specification by the CAMAS; average scheduling is within a 90-delivery window post-signature, though can vary based on date of signature. These dates will be coordinated as part of the project plan once specifications are signed.
- Testing is the CAMAS's responsibility and expected to be completed within 30 days of delivery of the custom deliverable(s) by AssetWorks, unless otherwise noted. If the custom deliverable(s) are a product enhancement, the CAMAS will be required to complete testing in the first available version containing the product enhancement, including an early delivery release if made available.
- CAMAS is responsible for the setup of all FleetFocus FA data that is required to support the custom deliverable(s), unless otherwise noted.
- AssetWorks assumes CAMAS utilizes an internal system administrator to maintain all aspects of FleetFocus FA configuration, user training and system administrator duties as required to support this custom deliverable(s).
- CAMAS will be responsible for working with the AssetWorks' Professional Services and CAMAS Care teams to move the custom deliverable(s) into a production environment.

Logistical and Scheduling Support

AssetWorks will need assistance from CAMAS 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 CAMAS PM 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 CAMAS 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.

Confidentiality

This proposed Statement of Work (SOW) contains CONFIDENTIAL INFORMATION of AssetWorks LLC. In consideration of the receipt of this document, CAMAS agrees to not reproduce or disclose this information except to CAMAS employees directly involved on a "Need to Know" basis.

ASSETWORKS MASTER AGREEMENT

The AssetWorks Online Master is between the entity ("Customer") stated on the Order Form ("Order Form"), and AssetWorks LLC ("AssetWorks"). It consists of the terms and conditions listed below, as well as the details on the Order Form (together, the "Agreement"). It is effective on the date the Order Form is signed by both parties ("Effective Date").

Unless Customer has a separate written and signed agreement with AssetWorks, the Order Form is subject to the following terms and conditions. Your right to use the products and services is conditioned upon acceptance of this Agreement.

These terms shall apply to the products, software and services on the Order Form as applicable:

- Attachment 1   Software License Terms
- Attachment 2   Software Maintenance Terms
- Attachment 3   Professional Services Terms
- Attachment 4   Hosting Terms
- Attachment 5   Hardware Terms

1.   **FEES AND PAYMENT.** For recurring services, unless otherwise stated in the Order Form, AssetWorks shall invoice Customer in advance. All invoiced fees shall be due and payable within 30 days of the date of an invoice. For Professional Services, invoices shall be sent either monthly or upon completion of milestones (as defined in the SOW) and include charges defined in the Order Form unless otherwise specifically stated in the Order Form. All payments shall be made in United States Dollars without deduction for any taxes or withholding or other offset.

    Any amounts not paid when due will be subject to interest accrued at 12% per annum compounded quarterly, which interest will be immediately due and payable from the due date for payment until the date of actual receipt of the amount in cleared funds by AssetWorks. Interest payments that are accrued during billing disputes will be credited back to the Customer if said dispute is found to be through no fault of the Customer.

    Customer will be considered delinquent if payment in full is not received 45 days from the date of the invoice. AssetWorks reserves the right to suspend or terminate this Agreement and Customer access to the Service if the Customer account becomes delinquent and is not cured within 10 days. Customer will continue to be charged and hereby agrees to pay for Service during any period of suspension. Customer's failure to pay any invoice after this 10 day period shall constitute a material default hereunder and shall entitle AssetWorks to exercise any and all rights and remedies provided herein or at law including a suspension of Services under the Agreement. If Customer or AssetWorks initiate termination under any provision of the Agreement other than under Section 4, Customer will be obligated to pay the balance due for the remainder of the term for its account computed in accordance with the Order Form. Customer agrees that it shall be billed for such unpaid fees. In the event of a dispute between the parties that does not result in a termination of the Agreement, Customer agrees to make all Monthly Service Fee payments due under the Agreement pending the resolution of the dispute.

    Upon termination for whatever reason and regardless of the nature of the default (if any), Customer agrees to pay AssetWorks in full for Services provided to Customer under this Agreement within 30 days of the invoice date.

2.   **TERM.** The Term of the Agreement shall commence as of the Effective Date and shall continue for 5 years ("Initial Term") unless terminated earlier as set forth below. At the end of the Initial Term, the Agreement shall automatically renew for successive 1-year terms unless or until either party provides the other party with written notice of non-renewal at least 90 days prior to the end of the then current term.

3.   **WARRANTY DISCLAIMER.** Except as expressly set forth herein, AssetWorks disclaims all warranties relating to the services or deliverables provided hereunder, including but not limited to any warranty of fitness for a particular purpose or merchantability.

4.   **TERMINATION FOR DEFAULT.** A Default shall occur if: (1) a party fails to perform any of its material obligations under the Agreement and such failure remains uncured for 30 days after receipt of written notice thereof; or (2) a party ceases to conduct business, becomes or is declared insolvent or bankrupt, is the subject of any proceeding relating to its liquidation or insolvency which is not dismissed within 90 days or makes an assignment for the benefit of creditors.

    If Default occurs, the non-defaulting party, in addition to any other rights available to it under law or equity, may withhold its performance hereunder or may terminate the Agreement by written notice to the defaulting party. Unless otherwise provided in the Agreement, remedies shall be cumulative and there shall be no obligation to exercise a particular remedy.

    If Customer terminates this Agreement other than pursuant to this Section 4, a Service Termination Fee equal to 100% of the current Annual Service Fees times the number of remaining years in the Term of this Agreement.

5.   **GOVERNING LAW; VENUE.** The Agreement shall be governed by and construed in accordance with the laws of the State of Pennsylvania without regard to choice of law principles. The sole jurisdiction and venue for actions related to the subject matter hereof shall be the state and Federal courts in the State of Pennsylvania. Both parties consent to the jurisdiction of such courts and waive any objections regarding venue in such courts.

6.   **ASSIGNMENT.** Neither the Agreement nor any duties or obligations hereunder shall be assigned or transferred by Customer without the prior written approval of AssetWorks, which approval may be withheld in the reasonable judgment of the AssetWorks. Customer agrees that AssetWorks may assign its obligations to a third party subject to Customer's written approval of such change, but AssetWorks shall remain responsible for performance under the Agreement. All fees will remain intact as outlined in the Order Form.

7.   **SEVERABILITY.** If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any manner.

8.   **ENTIRE AGREEMENT.** The Agreement and any schedules and exhibits thereto contain the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous proposals, discussions, agreements, understandings, commitments, representations of any kind, whether oral or written, relating to the subject matter hereof or the Services to be provided

hereunder. It is understood that terms and conditions, if any, included in Customer's purchase order or similar document are for Customer's internal purposes only and any provisions contained therein shall have no effect whatsoever upon this Agreement.

9.   FORCE MAJEURE. Neither party shall be liable for any failure of or delay in performance of its obligations (except for payment 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 (whether or not the employees' demands are reasonable and/or within the party's power to satisfy), failure of common carriers, Internet Service Providers, or other communication devices, acts of cyber criminals, terrorists or other criminals, acts of any governmental body (whether civil or 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 Occurrences"), however, nothing in this section shall relieve Customer of the obligation to make payments for any products or services provided by AssetWorks. Any delays 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 shall 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 a Force Majeure Occurrence.

10.   LIMITATION OF LIABILITY. Customer agrees that AssetWorks' total liability to Customer for any and all damages whatsoever arising out of or in any way related to this Agreement or any amendment to this Agreement, from any cause, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed the amount of fees paid to AssetWorks in the 12 months preceding the date on which the claim arose.
        In no event shall AssetWorks be liable for special, indirect, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss or corruption of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought even if AssetWorks has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose of any limited remedy.

11.   WAIVER. No provision of the Agreement may be waived unless in writing, signed by both of the parties hereto. Waiver of default of any provision of the Agreement shall not operate or be construed as a waiver of any subsequent default of such provision, nor shall a waiver of any one provision of the Agreement be deemed to be a waiver of any other provision.

12.   AMENDMENTS, SUPPLEMENTS. The Agreement may be amended or supplemented only by the mutual written consent of the parties' authorized representative(s).

13.   BINDING EFFECT, BENEFITS. The Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Notwithstanding anything contained in the Agreement to the contrary, nothing in the Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of the Agreement.

14.   HEADINGS. The Section headings in the Agreement are inserted only as a matter of convenience, and in no way define, limit, or extend or interpret the scope of the Agreement or of any particular Section.

15.   AUTHORIZATION. Each of the parties represents and warrants that the Agreement is a valid and binding obligation enforceable against it and that the representative executing the Agreement is duly authorized and empowered to sign the Agreement.

16.   RELATIONSHIP OF PARTIES. The relationship of the parties shall at all times be one of independent contractors. Nothing contained herein shall be construed as creating any agency, partnership or other form of joint enterprise between the parties.

17.   CONFLICTING PROVISIONS. This Agreement and all of the exhibits, schedules, and documents attached hereto are intended to be read and construed in harmony with each other, but in the event any provision in any Attachment conflicts with any provision of this Agreement, then this Agreement shall be deemed to control, and such conflicting provision to the extent it conflicts shall be deemed removed and replaced with the governing provision herein. Any terms in a Customer purchase order are deemed to be for Customer's own use and are specifically rejected by the Terms of this Agreement.

18.   COUNTERPARTS. The Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

19.   SURVIVAL. All provisions of this Agreement, which by their nature should survive termination of this Agreement, will so survive for the applicable statute of limitations period.

20.   NOTICE. 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; (iii) when delivered by overnight express; or (iv) 3 days after the postmark date when mailed by certified or registered mail, postage prepaid, return receipt requested and addressed to a party at its address for notices. Each party's address for notices is stated on the Order Form. Such address may be changed by a notice delivered to the other party in accordance with the provisions of this Section.

21.   DISPUTES. In the event of any dispute arising in the performance of this Agreement, AssetWorks and the Customer will seek to resolve such dispute through good faith, amicable discussions and negotiations. In any action at law or in equity to enforce or interpret the terms of this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and costs, in addition to any other relief ordered by the court. Such fees and costs will include those incurred in connection with the enforcement of any resulting judgment or order, and any post judgment order will provide for the right to receive such attorneys' fees and costs.

22.   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.

<center>**Attachment 1 – Software License Terms**</center>

1.   SOFTWARE LICENSE
A.   AssetWorks grants to Customer a non-exclusive, perpetual (subject to Section 4 below) non-transferable license for the number of units (Software) specified in the purchase order (Order Form). Except as provided above, use of Software in excess of limits defined in the Order Form requires additional licensing fees. Customer's license is to use the Software in its own business; Customer has no right to use the Software in processing work for third parties.

B.   Customer shall have the right to use only one copy or image of the Software for production purposes and shall not copy or use the Software for any other purpose except (i) for archival purposes, (ii) in connection with a disaster recovery program, and (iii) for the purpose of testing the operation of the Software, provided such testing copy shall not be used in a live production environment. Software may be licensed on a per-set basis, a number of Active Equipment Unit basis, or other basis as described on the Order Form (License Restriction). Customer may increase the License Restriction at any time by executing a subsequent Order Form and paying in full the applicable fees. "Active Equipment Unit" shall mean any in service unit to which work orders, fuel tickets, or usage tickets are posted, but shall not include retired equipment.
C.   If any third party software is provided to Customer pursuant to this Agreement, such license shall be in accordance with terms set forth in the Order Form.
D.   Source Code shall mean 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.
E.   Except as expressly authorized under this Agreement, Customer shall not (i) sell, rent, lease, timeshare, encumber, license, sublicense, transfer or assign the Software or Documentation; (ii) attempt to decompile, disassemble or reverse engineer the Software in whole or in part, or otherwise attempt to derive the Source Code of the software.

2.   NON-DISCLOSURE
A.   Subject to the other paragraphs in this Section, Customer agrees that the Software shall be held in confidence by Customer and shall not be disclosed to others without the prior written consent of AssetWorks, which may be withheld by AssetWorks in its sole discretion. This obligation to hold confidential does not apply to any portion of the Software (1) developed by Customer and in Customer's possession prior to the receipt of same from AssetWorks; (2) which at the time of disclosure is part of the public domain through no act or failure to act by Customer; or (3) which is lawfully disclosed to Customer without restriction on further disclosure by another party who did not acquire same from AssetWorks.
B.   AssetWorks provides documentation for the Software electronically. The Customer may copy, in whole or in part, any such documentation relative to the Software for Customer's internal use consistent with this Agreement.
C.   Customer's records with regard to use of the Software shall be made available to AssetWorks at all reasonable times at AssetWorks' request to audit Customer's compliance with this Agreement, and Customer shall certify to the truth and accuracy of such records.

3.   LIMITED WARRANTIES
A.   AssetWorks represents that it has the right to license the Software to Customer as provided in Section 1. AssetWorks further represents that the Software will conform to the description contained in the documentation provided or published by AssetWorks ("Documentation") In the event the Software fails to conform to the description contained in the Documentation, AssetWorks' sole obligation shall be to correct the errors as detailed in this Section. This limited warranty is in lieu of all liabilities or obligations of AssetWorks for damages arising out of or in connection with the delivery, use or performance of the Software. This warranty extends for a period of 90 days following the date the Software is made available to Customer.
B.   AssetWorks does not guarantee the privacy, security, authenticity or non-corruption of any information transmitted through the internet or any mobile or wireless network, or any information stored in any system connected to the internet or to any mobile or wireless network. AssetWorks shall not be responsible for any claims, damages, costs or losses whatsoever arising out of or in any way related to Customer's connection to or use of the internet or of any mobile or wireless network.
C.   AssetWorks will not be liable to Customer or any third party for any claims, expenses, damages, costs or losses whatsoever arising out of or in any way related to Customer's use of the Software insofar as such Software may be used to store, transmit, display, disclose or otherwise use data or information which is considered private, confidential, proprietary or otherwise exempt from public disclosure under applicable law.
D.   AssetWorks will defend, at its own expense, any action brought against Customer to the extent that it is based on a claim that the Software supplied by AssetWorks infringes a Worldwide patent or copyright, and AssetWorks will pay those costs and damages finally awarded against Customer in any such action that are attributable to any such claim; provided, such defense and payments are conditioned on the following: (1) that AssetWorks shall be promptly notified in writing by Customer following its receipt of any such claim; (2) that AssetWorks shall have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; (3) should the Software become, or in AssetWorks' opinion is likely to become, the subject of a claim of infringement of a Worldwide patent or copyright, then Customer shall permit AssetWorks, at its option and expense, either to (A) procure for Customer a non-infringing license to use the Software; (B) modify the Software so that it becomes non-infringing; (C) procure for Customer a depreciated credit for the Software and accept its return. Depreciation shall be an equal amount per year over the lifetime of the Software, which the parties agree shall be 5 years. AssetWorks shall have no liability to Customer under any provision of this clause with respect to any claim of patent or copyright infringement that is based on Customer's unauthorized use or combination of the Software with software or data not supplied by AssetWorks as part of the Software.
E.   Customer agrees to indemnify and defend AssetWorks against any claims made by any third party against AssetWorks arising out of Customer's use of the Software unless such claims are due to the negligence or willful misconduct of AssetWorks.

F.   The warranty period for the Software shall extend for a period of 90 days from the date of delivery of the Software, but in no event later than 1 year from the date of execution of this Agreement. During the warranty period, in the event that the Customer encounters an error and/or malfunction whereby the Software does not conform to the description in the Documentation, AssetWorks sole responsibility under this Limited Warranty is as follows:

1. In the event that, in the mutual and reasonable opinion of AssetWorks and the Customer, there exists an error or nonconformance to the Documentation, AssetWorks will take such steps as are reasonably required to correct the error with due dispatch.

2. In the event that, in the mutual and reasonable opinion of AssetWorks and the Customer, the error or nonconformance to the Documentation does not constitute a serious impediment to the normal intended use of the Software, AssetWorks will correct the error and distribute the correction to the Customer in accordance with AssetWorks' normal Software revision schedule.

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

4.   TERMINATION
A.   The license conveyed pursuant to Section 1 may be terminated by AssetWorks in the event of breach or default by Customer under this Agreement provided AssetWorks notifies Customer in writing of the breach or default and Customer does not correct same within 30 days of AssetWorks' written notice.
B.   In addition, Customer shall have the right to terminate the Software License at any time; provided such termination shall not relieve Customer of its obligations (1) to pay any remaining unpaid balance for the total software license fee (as per the Order Form, and (2) to honor the Professional Services Terms and the Software Maintenance Terms attached hereto,.
C.   All Software and Documentation shall be and will remain the property of AssetWorks. Upon termination of this Agreement, whatever the reason, such Software and Documentation and any copies thereof made by Customer pursuant to Section 2 shall be promptly returned to AssetWorks.

<center>**Attachment 2 – Software Maintenance Terms**</center>

1.   Term. Maintenance shall commence immediately upon software installation Date and shall have a term of 12 months. The term shall automatically renew each year thereafter for an additional 12 month period unless terminated as set forth below.

2.   Correction of Deviations. In the event that the Customer encounters an error and/or malfunction ("Deviation") in the Software, it shall communicate the circumstances and any supporting information to AssetWorks. Upon receipt, AssetWorks will respond as follows:

a.   In the event that, in the mutual and reasonable opinion of AssetWorks and the Customer, there exists a Deviation that does not constitute a serious impediment to the normal intended use of the Software, AssetWorks will correct the Deviation and distribute the correction to the Customer in accordance with AssetWorks' normal Software revision schedule.

b.   In the event that, in the mutual and reasonable opinion of AssetWorks and the Customer there exists a Deviation that does constitute a serious impediment to the normal, intended use of the Software, AssetWorks will take such steps as are reasonably required to correct the Deviation.

3.   Software Revisions and New Versions
a.   The Software may be revised by AssetWorks as a result of the correction of Deviations and/or the release of upgrades or improvements or modifications designed to improve the performance of the Software and/or to increase the capabilities of the Software (hereafter "Revisions"). Revisions shall be of two kinds:
i.   Revisions that the Customer is obliged to implement ("Mandatory Revisions");
ii.   Revisions that may be implemented by the Customer at its option ("Optional Revisions").
No charge shall be made to the Customer for either Mandatory Revisions or Optional Revisions while under a current Maintenance Agreement.

b.   New products ("New Products") may be added to the Software by AssetWorks from time to time. Compared to a Revision, New Products substantially improve the performance of the Software and/or substantially increase its functionality and capability. AssetWorks, in its sole discretion, shall decide which upgrades and improvements will be issued as Revisions without charge and which shall be issued as New Products for which there may be a charge.

4.   Telephone Hotline Assistance. AssetWorks, at its expense, shall make available technically qualified personnel to respond to all reasonable telephone requests, Monday through Friday, excluding State holidays, during normal business hours, that may be made by the Customer relating to the application and operation of the Software. At other times such personnel are available by pager for emergencies.
5.   **Technical Literature**. AssetWorks shall make available to the Customer all technical literature in electronic format that is considered by AssetWorks to be relevant to the Software and its use within the scope of Customer's operations.

6.   Proper Use
a.   Customer shall not modify the Software or Source Code as defined in the Software License Terms unless specifically authorized by AssetWorks in writing.
b.   The Customer agrees that all reasonable effort shall be taken to ensure that neither the Software nor data files are misused or modified without the express written permission of AssetWorks.

c. In the event that the Customer or its agents misuses or modifies the Software or data files, including, but not limited to, inserting, updating, deleting or otherwise modifying data through a means other than the Software, although AssetWorks is not obligated to correct such misuse, AssetWorks shall be entitled to attempt to correct the situation, if possible, at Customer's expense.

d. In the event that diagnostic assistance is provided by AssetWorks, which, in the reasonable opinion of AssetWorks and the Customer, relates to problems not caused by a Deviation in the Software, such assistance shall be at the Customer's expense.

7. **Software Maintenance Fee – Paid Up License.** In consideration of the Maintenance services to be provided by AssetWorks for the initial 12 month period hereunder, Customer shall pay to AssetWorks an amount set forth in the Order Form or Invoice. For each 12 month period thereafter, Customer will pay to AssetWorks fees in accordance with this Agreement.

8. **Additional Software Maintenance Fee – Paid Up License.** In the event the Customer acquires AssetWorks Software licenses in addition to the Software previously provided under this Agreement (the "Additional Software"), the Maintenance shall automatically be extended to cover the Additional Software, and the Customer shall pay an additional annual Maintenance fee in an amount equal to 20% of the then current license fee for the Additional Software at the time of acquisition.

In the event that Customer purchases any custom interfaces, APIs or other software (Developed Software), AssetWorks may also charge maintenance on the Developed Software in an amount equal to 20% of the cost of the Developed Software.

9. **Other Fees and Expenses.** If onsite maintenance is required, Customer will pay reasonable travel and living expenses of AssetWorks' employees or agents, which shall be billed and paid as the expenses are incurred.

10. **Payment Terms.**
a. Annual payments for Maintenance will be due in advance of the commencement of the initial 1-year term of the Maintenance and on each anniversary thereafter.
b. AssetWorks reserves the right to change the annual Maintenance fee by providing Customer written notice of the increase at least 30 days prior to any scheduled renewal date.

11. **Default and Termination.**
a. The Customer shall have the right to terminate Maintenance upon delivery of written notice at least 90 days prior to any scheduled renewal date.
b. AssetWorks may cancel Maintenance in the event that the Customer does not implement a Mandatory Revision within 60 days of receipt thereof or such longer period as AssetWorks may consent to in writing. In the event that Customer does not implement a Mandatory Revision within 30 days following receipt of written notice from AssetWorks of Customer's failure to implement a Mandatory Revision, AssetWorks may then cancel Maintenance, effective immediately, by notice in writing to the Customer.
c. In the event of any breach of the terms and conditions of this Agreement by the Customer, AssetWorks will, by written notice to the Customer, give the Customer a period of 30 days within which to institute remedies to correct such breach. In the event that such breach has not been corrected to AssetWorks' satisfaction within said 30 day period, AssetWorks may then cancel Maintenance, effective immediately, by notice in writing to the Customer.
d. In the event that Maintenance is terminated by AssetWorks, AssetWorks shall have no continuing obligations to the Customer of any nature whatsoever with respect to Maintenance. Furthermore, termination by AssetWorks pursuant to the provisions of this Agreement shall be without prejudice to any right or recourse available to AssetWorks, and without prejudice to AssetWorks' right to collect any amounts, which remain due to it hereunder.

<div align="center">Attachment 3 – Professional Services Terms</div>

1. Services / Statement of Work. AssetWorks will perform the professional services ("Services") described in the Statement of Work ("Statement of Work"). The terms of this Attachment 3 shall control any additional or future Statements of Work that may be executed by the parties during the Term of the Agreement. No Statement of Work shall be of any force and effect unless and until executed by both AssetWorks and Customer.

2. Price and Payment Term
a. Each Statement of Work will either be on a time and material basis or a fixed price basis, specified in the Statement of Work. The Statement of Work may or may not include a definitive list of "Deliverables" that must be completed by AssetWorks. In some instances, the Statement of Work will include a date by which "Deliverables" must be completed.
b. In the event that Services result in greater AssetWorks duties than contemplated by the Statement of Work, Customer will work closely and in good faith with AssetWorks to modify the Statement of Work to ensure that the Customer's requirements are addressed and AssetWorks' fees shall be adjusted to reflect increased Customer requirements.
c. Unless specifically addressed in the Statement of Work, all travel and expenses incurred will be extra and billed at the time of incurrence.
d. Invoiced amounts are due and payable 30 days from the date of the invoice. The preferred means of payment is by electronic funds transfer (EFT). EFT payments can be accomplished as either a Funds Transfer (Fed Wire) or Direct Deposit (ACH).
e. Custom modules, interfaces and other software can be placed under the AssetWorks Software Maintenance program.
f. AssetWorks reserves the right to apply a late payment charge of 1.2 % per month, or the maximum rate permitted by law if lower, to amounts outstanding more than 30 days after the date of the invoice and AssetWorks retains the right, in AssetWorks' sole discretion and in addition to its other rights and remedies, to cease further performance of the Statement of Work.
g. Bill to Address. The invoice will be mailed to the Customer address on the Order Form unless otherwise indicated in the Statement of Work.

3. Resources to be Provided by Customer
a. Customer shall provide, maintain and make available to AssetWorks, at Customer's expense and in a timely manner, the resources described in this Section 3, the Statement of Work, and such other additional resources as AssetWorks may from time to time reasonably request in connection with AssetWorks performance of the Services. Delays in the provision of these resources may result in delays in the performance of the Services, or an increase in the Price.
b. Customer will designate qualified Customer personnel or representatives to consult with AssetWorks on a regular basis in connection with the Services. Customer will furnish such documentation and other information as is reasonably necessary to perform the Services.

c. Customer shall furnish access to Customer's premises, and appropriate workspace for any AssetWorks personnel working at Customer's premises, as necessary for performance of those portions of the Services to be performed at Customer's premises.
d. Customer shall meet all assumptions noted on the Statement of Work.

4. Subcontractors. AssetWorks may engage subcontractors to assist in performing Services without the prior written consent of Customer; provided, AssetWorks shall supervise such sub-contractors and the Services performed by them to the same extent as if AssetWorks performed the work.

5. Confidentiality
a. Because either party may have access to information of the other party that the other party considers to be confidential or proprietary ("Confidential Information"), each party will maintain all Confidential Information in confidence and will use it solely in the discharge of its obligations under this Agreement and any applicable Statement of Work. Nothing herein will be deemed to restrict a party from disclosing Confidential Information to its employees and subcontractors in the discharge of such obligations.
b. Confidential Information will not include information that (i) is, or becomes, generally known or available through no fault of the, recipient; (ii) is known to the recipient at the time of its receipt from the disclosing party; (iii) the disclosing party provides to a third party without restrictions on disclosure; (iv) is subsequently and rightfully provided to the recipient by a third party without restriction on disclosure; (v) is independently developed by the recipient, without reference to the disclosing party's Confidential Information; or (vi) is required to be disclosed pursuant to a governmental agency or court subpoena, provided the recipient promptly notifies the disclosing party of such subpoena to allow it reasonable time to seek a protective order or other appropriate relief.
c. Because of the unique nature of the Confidential Information, each party agrees that the disclosing party may suffer irreparable harm in the event the recipient fails to comply with its obligations under this Section 5, and that monetary damages may be inadequate to compensate the disclosing party for such breach. Accordingly, the recipient agrees that the disclosing party may, in addition to any other remedies available to it, be entitled to injunctive relief.

6. Intellectual Property
a. Customer and AssetWorks shall each retain ownership of, and all right, title and interest in and to, their respective pre-existing Intellectual Property.
b. The Services performed, code developed and any Intellectual Property produced pursuant to this Agreement are not "works for hire."
c. As used herein, "Intellectual Property" shall mean inventions (whether or not patentable), works of authorship, trade secrets, copyright, techniques, know-how, ideas, concepts, algorithms, and other intellectual property incorporated into any Statement of Work or Deliverable whether or not first created or developed by AssetWorks in providing the Services.

7. Non-Solicitation. During the term of this Agreement, and for 1 year thereafter, Customer shall not solicit the employment of, or contract for the services of, any person who is/was an employee, agent, or subcontractor of AssetWorks during the term of this Agreement. Nothing in this section shall prohibit Customer party from placing a bone fide public advertisement for employment which is not specifically targeted at AssetWorks employees and Customer shall not 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.

8. Taxes
a. In no event whatsoever shall AssetWorks be liable for sales, use, business, gross receipts or any other tax that may be levied by any State or Federal Government entity against a contractor to such governmental entity other than taxes upon income earned by AssetWorks for the goods and/or services provided pursuant this Agreement. This exclusion of tax liability is also applicable to any goods and/or services that may be provided by AssetWorks under any later Order Form or amendment hereto regardless of changes in legislation or policy.
b. In the event a taxing authority conducts an audit of this Agreement and determines that an additional tax should have been imposed on the Services or Deliverables provided by AssetWorks to Customer (other than those taxes levied on AssetWorks income), Customer shall reimburse AssetWorks for any such additional tax, including interest and penalties thereon. Similarly, if a taxing authority determines that a refund of tax is due as it relates to the Services or Deliverables provided by AssetWorks to Customer (except those taxes relating to AssetWorks income), AssetWorks shall reimburse Customer such refund, including any interest paid thereon by the taxing authority.

9. Termination for Default. Either party may terminate any Statement of Work if (i) the other party fails to perform a material obligation of the Statement of Work and such failure remains uncured for a period of 30 days after receipt of notice from the non-breaching party specifying such failure; or (ii) a party ceases to conduct business, becomes or is declared insolvent or bankrupt, is the subject of any proceeding relating to its liquidation or insolvency which is not dismissed within 90 days or makes an assignment for the benefit of creditors. In addition, AssetWorks may terminate any Statement of Work effective immediately upon written notice to Customer if Customer fails to make any payment in full as and when due hereunder. Termination of a Statement of Work shall not terminate this Agreement.

Upon termination for whatever reason and regardless of the nature of the default (if any), Customer agrees to pay AssetWorks the full value for all goods and/or services provided to, and accepted by, Customer up to and including the date of termination.

10. Termination for Convenience. Notwithstanding any other provision in this Agreement, either party may terminate a Statement of Work by providing a 90 day notice of intent to terminate the Statement of Work.

11. Effect of Termination. The Terms of this Agreement shall survive for any Statement of Work which is still pending at the time of termination until the conclusion of the Statement of Work.

12. Professional Services Limited Warranty
a. AssetWorks warrants that the Professional Services provided under an Order Form or a Statement of Work authorized under this Attachment 3 shall be performed with that degree of skill and judgment normally exercised by recognized professional firms performing the same or substantially similar services. In the event of any breach of the foregoing warranty, provided Customer has delivered to AssetWorks timely notice of such breach as hereinafter required, AssetWorks shall, at its own expense, in its discretion either (1) re-perform the non-conforming Services and correct the non-conforming Deliverables to conform to this standard; or (2) refund to Customer that portion of the Price received by AssetWorks attributable to the non-conforming Services and/or Deliverables. No warranty claim shall be effective unless Customer has delivered

to AssetWorks written notice specifying in detail the non-conformities within 90 days after performance of the non-conforming Services or tender of the non-conforming Deliverables. The remedy set forth in this Section 12 (a) is the sole and exclusive remedy for breach of the foregoing warranty.

b. **ASSETWORKS SPECIFICALLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED STANDARDS, GUARANTEES, WARRANTIES OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES THAT MAY BE ALLEGED TO ARISE AS A RESULT OF CUSTOM OR USAGE, ANY WARRANTY OF ERROR-FREE PERFORMANCE, OR ANY WARRANTY OF THIRD PARTY PRODUCTS, OR FUNCTIONALITY OF THE CUSTOMER'S HARDWARE, SOFTWARE, FIRMWARE, OR COMPUTER SYSTEMS.**

c. Customer represents and warrants to AssetWorks that Customer has the right to use and furnish to AssetWorks for AssetWorks use in connection with this Agreement any information, specifications, data or Intellectual Property that Customer has provided or will provide to AssetWorks in order for AssetWorks to perform the Services and to create the Deliverables identified in the Statement of Work.

13. Relationship of Parties. AssetWorks is an independent contractor in all respects with regard to any Professional Services. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, agency, or other relationship other than that of contractor and Customer.

Attachment 4 - Hosting Terms

1. **AGREEMENT OVERVIEW.** AssetWorks provides hosting services ("Data Center") to support customers that wish to outsource the operation and maintenance of the AssetWorks software licensed by Customer under separate licensing agreements.

This Agreement, the Service Level Agreement and the Hosting Scope of Service describe the hosting services to be provided by AssetWorks ("Hosting Services"), the respective responsibilities of the parties.

23. **SERVICES.** AssetWorks will perform the Hosting Services as described in the Scope of Services, set forth in below.

The scope of services specifically excludes operation and maintenance of the following:

- Customer hardware, including Customer's servers, printers, network hardware (including routers and switches) and other Customer site computing equipment;
- Customer application software other than noted in the Scope of Services; and
- Customer Local Area Networks ("LAN")
- Customer network infrastructure for connecting to the Internet and to the Data Center

The Services shall be provided subject to the Terms and Conditions, which follow.

24. **FEES AND PAYMENT; COMMENCEMENT.** Customer shall pay AssetWorks the applicable fees as set forth in the Order Form.

For new Customers, billing for hosting shall commence upon software installation date. For existing Customers who are migrating to the hosted environment, billing shall commence when Customer is notified that the hosted or test environment has been established.

25. **CUSTOMER RESPONSIBILITIES.** The Customer is responsible for:

- Assigning a primary and alternate Customer designated key personnel to coordinate all   communications and activities related to AssetWorks services.
- Providing user identification data and determining the appropriate security profile for each user. Customer will control security at the Application level.
- All printing. No print job will print at the Data Center and all physical printing requirements will be handled by the Customer.
- The purchase and installation of printers at Customer's sites for the Application being utilized as defined in the Scope of Services.
- Installation, operation and maintenance of all workstation software (and Customer's LAN, existing data communications configuration, hardware, or software required at the Customer's site except as otherwise stipulated in the Scope of Services. AssetWorks network and network responsibility extends from the AssetWorks routers at AssetWorks' sites to all connected equipment at AssetWorks' sites.
- Testing updates and fixes applied by AssetWorks to Applications used by Customer. With the exception of emergency fixes, Customer will test updates and fixes prior to their introduction to the Production environment within a mutually agreed upon time frame.
- Testing upgrades. Upgrades will be moved to production by the AssetWorks at the end of the Customer testing period unless specific problems are documented in writing to AssetWorks.
- Diligent analysis of suspected problems to determine their specific nature and possible causes before calling the AssetWorks for assistance. Notwithstanding this diligence requirement, Customer is responsible for informing AssetWorks of any problems encountered in a timely manner.

26. **OWNERSHIP OF DATA.** Customer shall not obtain any ownership rights, title or interest in the software, hardware or systems developed or employed by AssetWorks in providing Services under the Agreement. AssetWorks shall not obtain any ownership rights, title or interest to Customer's data files. Upon expiration or termination of the Agreement for any reason, AssetWorks agrees to provide Customer with a copy of Customer's data files, as they exist at the date of expiration or termination. Data will be delivered in one of the following formats ASCII comma, separated value (CSV Format) with binary images TIFF, JPG, PDF. Customer requests for data to be provided in any other format are subject to approval by AssetWorks and may require an additional fee.

Hosting Scope of Services

All of the services, functions, processes, and activities described below will be collectively described as the "Hosted Services" for purposes of this Agreement.

Application

Application refers to the Customer's licensed AssetWorks software, and third party software hosted by AssetWorks.

Support Software

Support Software includes the operating system, utilities, database software, and all necessary licenses required to operate the Application.

Hardware

Server infrastructure using redundant web servers and Oracle RAC database servers is deployed within the primary Data Center.

If required by Customer, Customer shall provide the telecommunications equipment (including the routers to be installed at the Data Center), communication line, and services for connection from Customer's site to the Data Center.

Database Instances

AssetWorks will maintain a single Production Database instance. This Production Database will provide the daily, real-time transaction data to the Application users.

In addition to the Production Database, AssetWorks will maintain one additional, non-production Database (Test). Upon request by Customer, AssetWorks will populate these additional Databases with Customer's Production data up to 4 times in any 12 month period at no additional cost.

Custom Reports

For an additional charge, AssetWorks will certify a Customer built Ad-hoc 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.

Backups

Database and file system backups are performed daily. Backup data is stored and retained at a secure offsite facility for 14 days.

Hours of System Operations

The Application will be accessible and available to the Customer and capable of any and all normal operating functions 24 hours a day, 7 days a week except for periods of Scheduled Maintenance and previously approved outages. AssetWorks will not be held responsible for inaccessibility arising from communications problems occurring anywhere beyond the AssetWorks external network interface, nor will these hours of unavailability be counted as unavailable.

Maintenance

AssetWorks will complete routine maintenance on the Application according to the published schedule. AssetWorks will publish schedules for subsequent years on its Customer Support web site. AssetWorks will provide at least 30 days notice to any changes in the schedule.

If AssetWorks is required to perform additional maintenance outside of the Scheduled Maintenance window, it will notify the Customer in writing of its request. The Customer and the AssetWorks will mutually agree on the downtime, which will then be considered a period of Scheduled Maintenance.

Data Classification

The AssetWorks Data Center maintains SSAE16 SOC2 certification/ISO27001 compliance as a facility housing CUI (Controlled Unclassified Information) data at our facility based on the DOJ assessment using NIST 800-53 guidelines for FISMA (Federal Information Standards Management Agency) standards.

The service levels set forth below apply to the Services provided by AssetWorks under the Agreement.

AVAILABILITY

AssetWorks will use commercially reasonable efforts to provide Services with an average of 99% Availability (as such term is hereinafter defined) for each quarter during the Term. For purposes of the Agreement, "Availability" during any quarter refers to an Authorized User's ability to log into the Application during such quarter, and will be calculated in accordance with the following formula:

$$x = (y - z) / y * 100$$

Where,

- "x" is the Availability of the Application 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 into the Application because of (a) regularly scheduled maintenance windows for the Application and for times in which Customer has been notified in writing (including e-mail) by AssetWorks in advance thereof; (b) a Force Majeure Event; (c) non-performance of hardware, software, ISP connections, and other equipment that is not provided by AssetWorks or certified by AssetWorks for use in conjunction with the Services (except as such non-performance is directly or indirectly caused by AssetWorks).
- "z" is the number of hours in such month during which the Customer is unable to log into the Application (other than for reasons set forth in the definition of "y" above); provided that AssetWorks has been notified or is otherwise aware (or reasonably should be aware) of Customer's inability to utilize the Application.

FEE ADJUSTMENT

In the event that AssetWorks does not meet the Availability levels set forth below, the amount of fees payable by Customer will be reduced as follows:

In the event the average Availability for the Application is less than 99% during any two consecutive quarters, Customer will receive a credit to its account with AssetWorks of 5% of the amount of a quarter's aggregate AssetWorks Hosting Services fees paid or payable by Customer to AssetWorks. AssetWorks' obligation to provide Customer with fee adjustments as set forth above is conditioned on Customer providing detailed written notice to AssetWorks of its contention that AssetWorks was unable to meet the applicable Availability levels. Upon receipt of such notice, AssetWorks shall have 30 calendar days to investigate the contention. If, at the end of the 30 calendar day period it is determined that AssetWorks did in fact fail to meet the applicable Availability levels, Customer will receive the appropriate credit to its account during the next invoice cycle.

The remedies set forth in this Section of this Attachment shall be Customer's sole remedy and AssetWorks' entire liability in the event of a breach of this Agreement, including the failure of any Availability measurements to meet the thresholds set forth above.

Attachment 5 – AssetWorks Hardware Terms

1.   **PRICE/SPECIFICATIONS**. Price and specifications are subject to change without notice. AssetWorks LLC is not responsible for typographical and/or photographical errors.

2.   **PAYMENT TERMS**. All hardware will be billed upon delivery. All FuelFocus Integration Licenses will be billed upon delivery of hardware. Please inspect all orders upon receipt. Please email fuelsupport@assetworks.com to request an RMA for any missing, damaged, or incorrect orders. You may also call 610-225-8350.

3.   **RETURN POLICY.** AssetWorks LLC products may be returned within 30-days of invoice date for refund, replacement, or exchange. All product returns must have a Returned Merchandise Authorization (RMA) number issued by AssetWorks marked clearly on the return package, or the package will be refused, and no credit will be issued.

     To request an RMA, please email fuelsupport@assetworks.com . RMAs are valid for 15 days from the date of issuance. The following information is required for all RMAs:

   a.   The invoice or packing list number
   b.   The product name and part number
   c.   Company name, point of contact, mailing address, email address, and telephone number
   d.   A reason for the return

     If you wish to make a return or exchange, you must present the merchandise within 30 days of purchase. All goods must be returned in their original packaging. If the items are not received in their original and unused condition, a minimum re-stocking fee of 18% will be charged. Product that has been used will not be accepted for return or exchange unless under warranty or maintenance contract. Product that has been altered without the specific authorization by AssetWorks will not be accepted. Send returns with the RMA number clearly marked on the package to:

          AssetWorks LLC
          Attn: RMA Department
          998 Old Eagle School Road, Suite 1215
          Wayne, PA 19087

     All returns will be processed and fully inspected. All products must be returned in original condition including packaging, manuals, and accessories (as applicable).

4.   **RETURN SHIPPING**. All returns must be shipped freight pre-paid.

5.   **UNAUTHORIZED OR REFUSED RETURNS**. Packages without a Return Authorization Number will be refused. Additional charges may apply if all peripherals and accessories are not returned in the original packaging.

6.   **RETURNS OLDER THAN 30 DAYS**. Returns older than 30 days from the invoice date will be subject to a 25% restocking fee. Only product that is in current production will be accepted and an RMA must be obtained in advance and clearly marked as stated above. No refunds will be given.

7.   **WARRANTY START DATE**. "Start Date" as used in this policy means the date this product is shipped from AssetWorks manufacturing plus 3 months or the FuelFocus go live date, whichever comes first.

8.   **LIMITED HARDWARE WARRANTY**. Warranty coverage for AssetWorks LLC (FuelFocus) products are described below. Additional support coverage can be purchased with your AssetWorks products. Please consult your local AssetWorks sales professional for annual support and services fees. The terms and conditions governing your warranty on AssetWorks products are located below. Such terms and conditions supersede all other terms, unless otherwise agreed by AssetWorks.

     AssetWorks, LLC ("FuelFocus") provides a 1 year limited product hardware warranty to purchasers of FuelFocus products. AssetWorks warrants that the product hardware will be free from defects in materials and workmanship during the warranty period, subject to the following:

  (a)   Labor and travel costs are not included, unless required under contract specific terms;

  (b)   AssetWorks will supply new or rebuilt parts to replace parts that are found to be defective while within the warranty period;

  (c)   New installations must be registered with the FuelFocus Support Center within 48 hours of installation to receive warranty benefits, otherwise, the warranty period commences on the date of the invoice;

  (d)   Help Desk Support is available between the hours of 8:00AM- 5:00PM Monday through Friday upon a Hardware System Failure;

  (e)   AssetWorks will repair or replace such product hardware within 14 working days of its receipt of the failed hardware, if in advance of its receipt, such hardware (1) was evaluated by AssetWorks Technical Support in person or via telephone, and (2) received a Technical Support RMA number from AssetWorks;

  (f)   Further, the product hardware must be shipped, shipment pre-paid, to AssetWorks, and the RMA number must be clearly indicated on the shipping box and papers;

  (g)   Problems caused by faulty installation are not covered under this warranty. This warranty applies only if the equipment has been installed and used in accordance with the AssetWorks Installation Manual;

  (h)   Use of service personnel other than qualified AssetWorks service providers without prior written approval of the FuelFocus Product Manager will void the warranty claim;

(i)   Use of non AssetWorks replacement parts, defects caused by the use of unauthorized addition of non AssetWorks parts, or by the unauthorized alteration of FuelFocus parts or equipment will void this warranty;

(j)   Damage suffered by FuelFocus equipment resulting from shipping, accident, power surges, neglect, misuse, acts of Nature, or abuse are not covered by this warranty.

9.   <u>**LIMITED SOFTWARE WARRANTY**</u>. AssetWorks provides a 1 year limited software warranty to licensees of FuelFocus software accompanying AssetWorks hardware. AssetWorks warrants that the media on which the software is delivered will be free of defects in material and workmanship for a period of 1 year following delivery of the software to licensee. AssetWorks warrants that the software, when used in accordance with the terms of the AssetWorks software license, will operate substantially as set forth in the applicable AssetWorks Documentation for a period of 1 year following delivery of the software to licensee.

10.   <u>**WARRANTY LIMITATIONS**</u>. AssetWorks' warranties as set forth herein ("Warranty") are contingent on proper use of the FuelFocus hardware and software ("Products") and do not apply if the Products have been modified without AssetWorks' written approval, or if the Products' serial number label is removed, or if the Product has been damaged. The terms of the Warranty are limited to the remedies as set forth in this Warranty.
THIS WARRANTY IS PROVIDED IN LIEU OF ALL OTHER RIGHTS, CONDITIONS AND WARRANTIES. ASSETWORKS MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO THE SOFTWARE, HARDWARE, PRODUCTS, DOCUMENTATION OR ASSETWORKS SUPPORT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. ASSETWORKS DOES NOT WARRANT THAT ANY PRODUCTS WILL BE ERROR-FREE, OR THAT ANY DEFECTS THAT MAY EXIST IN ITS PRODUCTS CAN BE CORRECTED. IN NO EVENT SHALL ASSETWORKS BE LIABLE FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS, LOST PROFITS OR ANY OTHER SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST DATA), HOWEVER CAUSED WHETHER OR NOT ASSETWORKS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.   <u>**TECHNICAL SUPPORT ACCESS**</u>. During the warranty period, toll free phone support is offered 5 days per week (8 a.m. to 5:00 p.m., Monday through Friday, except holidays). Calls left after hours will be returned the next business day. Access to Technical Support after warranty period is on a commercially reasonable basis (unless an AssetWorks Support Contract is purchased for all systems owned by the customer).

12.   <u>**SOFTWARE UPDATES.**</u> During the warranty period, software updates for system software and software products released by AssetWorks are available by contacting AssetWorks Technical Support. System software updates include applicable minor releases (e.g. Release 2.0 to 2.1) to the AssetWorks family of products as well as major feature releases (e.g. Release 2.x to 3.0). Customer must have access to the Internet for Web Browser or FTP downloads as directed by Technical Support. Software updates released after the initial 1 year warranty period are available as an upgrade product for the then applicable list price.