

SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

This Software License and Maintenance Agreement (“Agreement”) is made and entered into as of _____, 2022 (“Reference Date”), by and between **Agile Fleet, Inc.** 14101 Willard Rd., Ste. A, Chantilly, VA 20151 (“Vendor”), and **The City of Stonecrest** 3120 Stonecrest Boulevard, Stonecrest, GA 30038 (“Client”).

In consideration of valuable consideration and the mutual promises herein contained, the parties agree as follows:

1. Definitions.

The following terms, when used in this Agreement, shall have the following meanings:

- 1.1. “Confidential Information” means non-public information disclosed by a party to this Agreement to the other party. Confidential Information shall be limited to the Software and Documentation, related data supplied for proper installation and all other non-public information clearly identified by the disclosing party as confidential. All Confidential Information that is orally disclosed by a party shall be reduced in writing to the receiving party within ten days of disclosure or else disclosed information shall not be deemed to be Confidential Information.
- 1.2. “Licensed Software” or “Software” means the source, object, or executable code version of the computer programs, improvements, modifications, extensions, enhancements, and Updates for the modules that are provided by Vendor to Client, as listed in Exhibit A (Licensed Software Listing).
- 1.3. “Documentation” means Vendor’s training course materials, system specifications, hardware requirements, technical manuals, and all other user instructions regarding the capabilities, operation, installation and use of the Licensed Software, including all online help files and other user instructions. “Documentation” does not include source code.

2. Software License.

- 2.1. *License Grant.* Subject to the terms and conditions of this Agreement, Vendor grants to Client a world-wide, software as a service, enterprise, non-transferable (except as provided herein) license to use the Licensed Software by all users authorized by Client, including without limitation, employees, agents (such as outsourcers, consultants and independent contractors), and all other affiliated entities. For purposes of this Section, the term “Client” shall include Client and its affiliates, and their respective employees and authorized contractors and agents.
- 2.2. *License Software Use Restrictions.* Except as permitted in this Agreement, Client’s use of the Licensed Software shall be subject to the following restrictions:
 - 2.2.1. The Licensed Software shall be used solely for Client’s business purposes;
 - 2.2.2. Client shall not cause the Licensed Software in any way to be disassembled, decompiled or reverse engineered nor shall any attempt to do so be undertaken or permitted;
 - 2.2.3. Client shall not make the Licensed Software available for access or use by any person or entity other than Client’s employees and authorized contractors and agents. Notwithstanding the foregoing, Client may serve as a service bureau for its affiliates provided such affiliates are listed and identified in Exhibit A;
 - 2.2.4. Client shall adhere to the license limits for each module of the Licensed Software.

- 2.2.5. Client shall not copy, translate, port, modify, or make derivative works of the Licensed Software, unless otherwise allowed by this Agreement.
- 2.3. *Ownership.* This Agreement does not grant to Client any ownership interest in the Licensed Software. Rather, Client is granted a license to use the Licensed Software as provided in this Agreement. Client hereby agrees and acknowledges that Vendor owns all right, title, and interest in the Licensed Software. Any copy, modification, revision, enhancement, adaptation, translation, or derivative work of or created from the Licensed Software made by or at the direction of Client shall be owned solely and exclusively by Vendor, as shall all patent rights, copyrights, trade secret rights, trademark rights, and all other proprietary rights, worldwide (all of the foregoing rights taken together being referred to collectively herein as “Intellectual Property Rights”) therein and thereto.
- 2.4. *Copyright.* The Licensed Software contains material that is protected by United States copyright law and trade secret law, and by international treaty provisions. All rights not granted to Client by this Agreement are expressly reserved by Vendor. Client shall not remove any proprietary notice of Vendor from any copy of the Licensed Software.
- 2.5. *Vendor Hosted.* Vendor provides all computers, software, licenses, and support in the Vendor-hosted environment.
- 2.6. *Delivery.* Client will be deemed to have accepted the Licensed Software on date site creation is completed.

3. Maintenance.

- 3.1. *General Obligations.* Subject to Client’s payment of the annual technical support and software maintenance fees set forth in Exhibit A, Vendor will provide Client access to all releases, updates, patches, service packs, improvements, and new versions of Licensed Software (“Updates”). For clarity, Client is entitled to all Updates to the right and the left of the decimal point in Vendor numbering scheme of Licensed Software. Vendor will provide Client (via a Client-dedicated, single point of contact) with unlimited telephone and email support regarding use and operation of the Licensed Software. Vendor from time to time will require access to Client's database. Client agrees to provide access as required to support software upgrades, technical support, and license compliance checks. Access is provided via secure methods. No data mining is performed. No data is disclosed outside of Agile Fleet, Inc.
- 3.2. *Supported Releases.* Vendor agrees to provide support for the current and one prior release of the Licensed Software under this Agreement.
- 3.3. In the event Vendor removes a material function ("Function") found in any Licensed Software by Vendor to Client hereunder ("Initial Product") from a subsequent version or release of such Licensed Software, whether such removal occurs via Services purchased by Client for the Initial Product or otherwise, and that Function appears in another product (“Additional Product”) Vendor makes commercially available, then Client, at Client’s sole discretion and without forfeiting rights to Initial Product, shall be entitled to receive an equal quantity of licenses for the Additional Product as Client had rights in the Initial Product at no additional license or Maintenance charge provided that Client is current on Services at the time Vendor removes the Function from the Initial Product.
- 3.4. *SaaS Fees.* Technical support and software maintenance will be provided under the SaaS license purchase by the Client. Vendor may increase SaaS fees annually no greater than five (5%) percent for the first and all subsequent SaaS renewals. If the license size increases and/or

additional modules are purchased, then the price for SaaS may increase accordingly. Custom development outside of a standard implementation could require additional professional service hours and could affect the annual costs for the SaaS license.

- 3.5. *Standard Technical Support Hours of Operation.* Vendor will provide e-mail and telephone support. Support is offered Monday through Friday 7:30 a.m. to 7:00 p.m. Eastern Standard Time, exclusive of federal holidays, with an eight (8) hour response time. All support requests to Vendor personnel will be directed through one Client contact. After hours' technical support may be billed at Vendor's professional services hourly rate. After hours' technical support requests will be considered by Vendor on a case-by-case basis and approved in writing by Client prior to scheduling.
- 3.6. *Professional Service Rate.* Vendor will bill Client for professional services at the hourly rate of \$225.00. Professional service fees include but are not limited to assistance in developing custom transition plans for migration from legacy processes to new processes, review and analysis of FleetCommander operations, metrics and reports, developer assistance with data import/manipulation, additional training, on-site maintenance or other tasks as agreed. Vendor will provide Client with a written Change Request ("CR"), specifying the scope of work to be provided and estimated number of professional service hours for completion. CR's must be approved by Client prior to scheduling. Custom development outside of a standard implementation could require additional professional service hours and could affect the annual costs for SaaS license.
- 3.7. *Internet-based Administrator Training.* Using web-conferencing tools, Vendor will instruct up to 10 Client representatives on the operation of the FleetCommander application. Client will be responsible for training additional employees. On-site training incurs an additional cost as well as reasonable and actual travel and living expenses. Estimates for these costs will be submitted to Client before traveling and approved prior to scheduling.
- 3.8. *Case Study Participation.* Provide input to a case study reflecting Licensed Software's use in Client's environment. This is not an endorsement, but rather factual input based on actual Licensed Software use. Case studies are used to assist Vendor's prospects in understanding how Licensed Software is used to manage other fleets. Information to be provided and potentially published by Vendor includes: Client name, fleet characteristics, strengths and weaknesses of Licensed Software with respect to managing Client's fleet, and "My Biggest FleetCommander Success" story.
- 3.9. *Return Material Authorization.* Notification and Return Material Authorization. Proper notification will be deemed to have occurred only after (i) Client has in good faith worked with technical support team by telephone at (571) 253-2239 ext. 2 or email fcsupport@agilefleet.com to evaluate, troubleshoot and test any Hardware that appears to have a Defect; (ii) if the technical support team determines that the Hardware appears to have a warranted Defect that cannot be repaired through telephone support or over the air programming. Technical support will authorize and assign a Return Material Authorization Number ("RMA") for the Hardware.
- 3.10. *Warranty and Repair Process.* Client, at its own cost, shall uninstall the Hardware and the facility and return it, securely packaged, to a designated facility for repair with the assigned RMA clearly visible on each shipping form and carton. Inbound shipping will be paid by Client and outbound standard ground shipping for warranty service will be borne by Vendor, with Client bearing all risk of loss during inbound transit. Any other shipping requested by Client will be at Client's sole cost. Client consents to Licensed Technology

updates or upgrades being installed with respect to any Hardware. Hardware returned for repair under warranty that is determined to not be covered by warranty will be charged to Client at a flat diagnostic/repair rate (10% markup to actual costs). Repair services for Hardware that is outside its warranty period may not be available and replacement may be required. If non-warranty repairs are requested and are available, the diagnostic/repair costs will be set forth in the RMA and Client's delivery of the Hardware by Client support constitutes agreement to these charges. Client shall be responsible for the Installation and the payment of any Taxes, shipping or other charges or fees associated with each repaired or replaced Hardware unit. On-site troubleshooting services are not covered under warranty and are available to Client only upon request and will be subject to a separate agreement.

4. Term. This Agreement shall be effective as of the Reference Date and shall automatically renew annually unless positive action is taken by the Client to terminate by providing written notice of non-renewal to Vendor thirty (30) days prior to termination or unless terminated earlier in accordance with this Agreement.

4.1. *Termination.* Client or Vendor may terminate this Agreement for a material breach of this Agreement by either party as long as thirty (30) days written notice specifying the events or circumstances giving rise to the notice. The termination shall not become effective unless, after the lapse of forty-five (45) day remedy period, Client or Vendor has failed to remedy the events or circumstances specified in the notice or propose a reasonable plan for remedying them.

4.2. *Effect of Termination.* Immediately upon termination of this Agreement, Client shall return or destroy all Software and Documentation and all copies thereof in any form, whether partial or complete, and whether or not modified by Client.

4.3. *Survival of Obligations.* The following obligations shall survive termination of this Agreement. (i) all obligations regarding use or disclosure of Confidential Information; (ii) all obligations to indemnify or protect proprietary information; and (iii) all obligations to make payments of amounts or fees owed or accrued prior to termination. Specifically, the parties' rights and obligations under Sections 2.2, 2.3, 4, 9, 12 shall survive termination of this Agreement.

4.4. The contract shall terminate absolutely and without further obligation on the part of the Client at the close of the calendar year in which it was executed and at the close of each succeeding calendar.

5. Termination For Convenience.

The Client may at any time by written notice terminate all or any part of this Contract for the Client's convenience. If this Contract is terminated, in whole or in part, for the Client's convenience, the Vendor shall be paid an amount, to be mutually agreed upon, which shall be adequate to cover the actual and reasonable cost paid by the Vendor for the actual goods and labor reasonably used by the Vendor to perform the work under this Contract to the effective date of termination, plus a reasonable profit thereon; provided that no amount shall be paid to the Vendor for (i) any anticipatory profits related to work under this Contract not yet performed, or (ii) costs incurred due to the Vendor's failure to terminate work as ordered on the effective date of termination. In no event shall the total amount paid under the provisions of this paragraph exceed the prices set forth in this Contract for the work terminated.

6. Fees and Payment.

6.1. *License and Maintenance Fees.* Client shall pay the license, maintenance, and other fees set forth in Exhibit A.

- 6.2. *Taxes.* As the Client is a local government entity and thus exempt from sales taxation, notwithstanding the terms of the proposal, Vendor acknowledges that the Client shall not be responsible for payment of any sales taxes on any invoices submitted for the services provided under this Agreement. Exempt Clients are required to provide Vendor with a tax exemption certificate prior to use of the software on annual basis.
- 6.3. *Payment.* Unless provided otherwise herein, Client agrees to pay all amounts due under this Agreement within thirty (30) days upon receipt of invoice.
- 6.4. *Late Penalty.* Failure to provide payment by the first day of the billed period will result in ongoing monthly late payment fees of 1.5% of the total outstanding invoice. Vendor also reserves the right to discontinue services due to non-payment.
- 6.5. *Additional Software and Hardware.* Client will be invoiced for any additional software and/or hardware and shipping costs. Vendor shall reserve the right to require Client's payment in advance, in full or part, prior to ordering for additional software and hardware costs not covered in Exhibit A.

7. Limited Warranty.

- 7.1. *Licensed Software.* Vendor warrants that the Licensed Software shall perform substantially in accordance with the requirements of this Agreement and, solely to the extent not inconsistent with the documentation for the term of Agreement. Vendor shall not be responsible for any errors or nonconformities in the Licensed Software resulting from Client's failure to use the Licensed Software in conformance with this Agreement or modification of the Licensed Software by Client.
- 7.2. *Hardware.* Vendor warrants that the Hardware shall perform substantially in accordance with the requirements of this Agreement and, solely to the extent not inconsistent with the documentation for the term of Agreement. Vendor shall not be responsible for any errors or nonconformities in the Hardware resulting from Client's failure to use the Hardware in conformance with this Agreement or modification of the Hardware by Client.
- 7.3. *Services.* Vendor warrants that all services provided by Vendor to Client under this Agreement shall be performed in a workmanlike manner and in accordance with industry best practices and standards.
- 7.4. *Viruses and Disabling Mechanisms.* Vendor shall use commercially reasonable measures to screen the Licensed Software to avoid introducing any virus or other destructive programming that are designed (i) to permit unauthorized access or use by third parties to the software installed on Client's systems, or (ii) to disable or damage Client's systems. Vendor shall not insert into the Licensed Software any code or other device that would have the effect of disabling or otherwise shutting down all or any portion of the Licensed Software, except as such capabilities are included in the off-the-shelf Licensed Software in the form of a payment key or product key. In the event a payment key is included in the Licensed Software in a Client-hosted environment, the payment key shall be set to expire no less than one hundred years from the date of this agreement. Vendor shall not invoke any new code or other device at any time or modify the payment key, including upon expiration or termination of this Agreement for any reason. Client shall not modify or disable the payment key or product key at any time.
- 7.5. *Infringement.* To the best of Vendor's knowledge, Client's permitted use of the Licensed Software will not infringe the intellectual property rights of any third party.

- 7.6. *No Litigation.* Vendor further warrants there is no pending or threatened litigation that would have a material adverse impact on its performance under this Agreement.
- 7.7. *Authority.* Vendor has the full power, capacity and authority to enter into and perform this Agreement and to make the grant of rights contained herein.
- 7.8. *Compliance with Applicable Law.* Vendor warrants that the services provided under this Agreement and Client's permitted use of the Licensed Software shall comply with applicable federal, state, and local laws and regulations.

8. Disclaimer of Warranties. EXCEPT AS PROVIDED IN SECTION 7, VENDOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. VENDOR DOES NOT WARRANT THAT THE PRODUCTS WILL MEET CLIENT'S REQUIREMENTS, THAT THE LICENSED SOFTWARE IS COMPATIBLE WITH ANY PARTICULAR HARDWARE OR SOFTWARE PLATFORM, OR THAT THE OPERATION OF THE LICENSED SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED SOFTWARE WILL BE CORRECTED. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE LICENSED SOFTWARE IS ASSUMED BY CLIENT. FURTHERMORE, EXCEPT AS PROVIDED IN SECTION 7, VENDOR DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF THE LICENSED SOFTWARE OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, QUALITY, RELIABILITY, APPROPRIATENESS FOR A PARTICULAR TASK OR APPLICATION, CURRENTNESS, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY VENDOR OR VENDOR'S AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF WARRANTIES PROVIDED IN THIS AGREEMENT.

9. Limitation of Liability. IN NO EVENT SHALL VENDOR BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF OR CONNECTED IN ANY WAY WITH USE OF OR INABILITY TO USE THE LICENSED SOFTWARE, OR FOR ANY CLAIM BY ANY OTHER PARTY, EVEN IF VENDOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. VENDOR'S TOTAL LIABILITY TO CLIENT FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) SHALL NOT EXCEED ONE (1) TIMES THE PURCHASE PRICE. THE LIMITATIONS PROVIDED IN THIS SECTION SHALL APPLY EVEN IF ANY OTHER REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

10. Indemnification. Vendor, at its own expense (including payment of attorney's fees, expert fees and court costs) shall defend and hold harmless Client and its directors, officers, agents, employees, affiliates and successors in interest against any loss, cost, damage, liability, or expense from any and all third party claims that the License Software infringes any patent, copyright, trade secret, or other proprietary right of a third party and shall indemnify and hold harmless Client and its directors, officers, agents, employees, subsidiaries and successors in interest from any amounts assessed against them in a resulting judgment or amounts to settle such claims, provided that Client (a) gives Vendor prompt written notice of any such claim, (b) permits Vendor to control and direct the defense or settlement of any such claim, and (c) provides Vendor all reasonable assistance (at the expense

of Vendor) in connection with the defense or settlement of any such claim. If the Licensed Software is, or is likely to be, the subject of an infringement claim, Vendor, at its expense, shall: (i) procure the right to allow Client to continue to use the Licensed Software; or (ii) modify or replace the Licensed Software or infringing portions thereof to become non-infringing, without loss of material functionality. If Vendor is unable to provide one of the remedies in (i) nor (ii) within forty-five (45) days of notice of the claim (unless such period is extended by Client), Vendor shall have the right to terminate this Agreement and refund all fees paid hereunder for the Licensed Software, pro-rated on a straight-line basis over a five-year term. Notwithstanding the foregoing, Vendor shall have no obligations under this Section solely to the extent any infringement claim is based upon or arising out of (i) any modification or alteration to the Licensed Software not approved by Vendor, (ii) any combination or use of the Licensed Software with products or services not supplied by Vendor or approved in writing by Vendor in advance of such combination, or (iii) use of the Licensed Software not in accordance with the applicable Documentation or outside the scope of the license granted under this Agreement.

- 11. Independent Contractor.** Vendor acknowledges that it is at all times acting as an independent contractor under this Agreement and except as specifically provided herein, not as an agent, employee, joint venture, or partner of Client.
- 12. Notices.** Any notices required or permitted to be given hereunder by either party to the other shall be in writing and shall be deemed duly given or made if delivered: (1) by United States first class registered or certified mail, postage prepaid, return receipt requested; or (2) by bonded courier or by a nationally recognized overnight delivery company; or , in each case, addressed to the parties as follows (or to such other addresses as the parties may request in writing by notice given pursuant to this Section):

If to Vendor:

Edwin Smith

President

Agile Fleet, Inc.

14101 Willard Road

Chantilly, VA 20151

If to Client:

City Manager

City of Stonecrest

3120 Stonecrest Blvd.

Stonecrest, Georgia 30038

- 13. Confidentiality.** Both parties shall treat all information provided by the other party in the strictest confidence and shall not reveal such information to anyone other than parties' own employees and contractors.

- 14. GOVERNING LAW; EXCLUSIVE JURISDICTION; EXCLUSIVE VENUE:** This Agreement is entered into in Virginia and shall be governed by and construed in accordance with the substantive law (and not the law of conflicts) of the Commonwealth of Virginia. Courts of competent authority located in Fairfax County, Virginia shall have sole and exclusive jurisdiction of any action arising out of or in connection with the Agreement, and such courts shall be the sole and exclusive venue for any such action.
- 15. Force Majeure.** Vendor shall not be responsible for failures of its obligations under this Agreement to the extent that such failure is due to causes beyond Vendor's control including, but not limited to, acts of God, war, acts of any government or agency thereof, fire, explosions, epidemics, and quarantine restrictions (each, a "Force Majeure Event"). Should Vendor declare a Force Majeure Event, Client shall be relieved of all payment obligations during the time Vendor has declared such Force Majeure Event, and Vendor shall refund to Client within 90 days of resumption to normal business practices, a prorated amount of any prepaid recurring fees paid by Client for the period of the Force Majeure Event.
- 16. Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all other prior and contemporary agreements, understandings, end-user license agreements, click-through agreements, and commitments between the parties regarding the subject matter of this Agreement. Click-through license agreements will be deemed void, even if affirmative acceptance of an agreement was clicked in the course of using the software. This Agreement may not be modified or amended except by a written instrument executed by the parties. In particular, any provisions, terms, or conditions contained in Client's Purchase Orders or other similar forms that are in any way inconsistent with or in addition to the terms and conditions of this Agreement shall not be binding upon Vendor.
- 17. Severability.** If any provision of this Agreement is found to be invalid or unenforceable by any court, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions of the Agreement.
- 18. Assignment.** Neither this Agreement nor any interest in this Agreement may be assigned by Client without the prior express written approval of Vendor. Vendor may assign, pledge, mortgage, sell to a third party, or otherwise dispose of all or any portion of this Agreement, provided that such action shall not relieve Vendor of its obligations to Client under this Agreement or reduce Client's rights hereunder.
- 19. Waiver.** All waivers under this Agreement shall be in writing to be effective. No failure or delay by a party to exercise any right it may have by reason of the default of the other party shall operate as a waiver of default or as a modification of this Agreement or shall prevent the exercise of any right of the non-defaulting party under this Agreement.
- 20. Headings.** Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.
- 21. Agreement Drafted by Both Parties.** This Agreement is the result of arm's length negotiations between the parties and shall be construed to have been drafted by all parties such that any ambiguities in this Agreement shall not be construed against either party.
- 22. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the Reference Date at such time as all the signatories hereto have signed a counterpart of this Agreement.

23. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

Accepted by:

Client:

The City of Stonecrest

By:

Name:

Title:

Date:

Vendor:

Agile Fleet, Inc.

By:

Name: Edwin Smith

Title: President

Date:

EXHIBIT A
Licensing & Fees

FleetCommander Licensing / Professional Services	Cost
FleetCommander Annual Software as a Service Offering	
FleetCommander Licensing for up to 12 total assets to meet the City of Stonecrest's vehicle sharing requirements with <u>unlimited</u> user access	
Modules include: Vehicle Management, Driver/User Management, Maintenance, Motor Pool, Key Control, Kioware, Reports and secure application hosting services.	\$ 9,959
Subtotal Software	\$ 9,959
Professional Services	
Project Management	\$ 585
Data Conversion, Configuration and Implementation Services	\$ 780
Remote System Administrator Training (Up to 6 System Administrators)	\$ 780
Subtotal Services	\$ 2,145
Key Control Solution	
Single 16 Unit Key Box (Includes First Year Maintenance & Support)	\$ 7,495
Single Indoor Kiosk (Includes First Year Maintenance & Support)	\$ 3,105
Shipping for Above	\$ 210
Key Control Hardware	\$10,810
Telematics – GPS	
12 - FleetCommander GPS Units – Plugs into OBDII Port - \$190.60 Each	\$ 2,288
12 – GPS ‘Data Only’ Monitoring Fee - \$14.95/Month/Each	\$ 2,153
Telematics - GPS	\$ 4,441
Total for Software, Implementation, Key Control and GPS	\$27,355
Day Rate for Professional Services and Custom Reports (\$195/hour)	\$1,560/Day

Annual SaaS Fees, Support & Maintenance	FleetCommander Software	Key Control Hardware	GPS Monitoring Fee
Year 1	Included	Included	Included
Year 2	\$6,260	\$1,655	\$2,153
Year 3	\$6,465	\$1,705	\$2,153