



Networkfleet Pilot Program

Please review populated fields and complete others as directed. For questions, please inquire with your sales contact.

Pilot Order Information			
Date	April 3, 2014	Account Sub Type	PUBLIC SECTOR
Pilot Duration	60 Days	Sales Contact	Nicholas Tsaloufis (214) 577-2833 ntsaloufis@verizon.com

Company Information		Fleet Website User	
Company Name	Pacific County Public Works	Main User Name	
DBA		Main User Email	
Address		Time Zone	
City			
State			
Zip			
Country			

Products & Services			
Item Description	Code	Qty	Unit Price
5500N3VD GPS Diagnostics	5500N3V D	4	\$0.00
Light Duty Harness plus OBD-II Adapter Kit (5500/5200)	Parts047	4	\$0.00
Base Installation - Plug/Play or 3 Wire		4	\$0.00
5500 monthly service fees	5500MS	4	\$0.00

Pilot Additional Terms & Conditions

Ship to Address #1 (Pilot Orders are shipped Ground)
Company
Contact
Street Address
City
State
Zip
Country
Phone
Items to ship to this address:

Pilot Terms and Conditions
Pacific County Public Works agrees that they will participate in mutually agreed conference calls during the Pilot Term with the Networkfleet Salesperson listed on the Pilot Order Form to discuss Pacific County Public Works's assessment of the Pilot Program based on predetermined criteria. This Pilot Order is subject to Networkfleet's Pilot Program Terms and Conditions. Please review and indicate your acceptance of the attached Terms and Conditions and confirm your agreement by providing your electronic signature below.

Customer Signature	
Name	
Sign Here	
Title	
Email	
Date	



NETWORKFLEET PILOT PROGRAM TERMS AND CONDITIONS

These Terms and Conditions govern the participation by Customer ("Customer" or "You") in a trial program ("Pilot Program") of Networkfleet's Devices and Services.

1. DEFINITIONS. The following terms, when capitalized, shall have the meaning set forth below:

"*Customer Website Pages*" means the web pages on the Networkfleet Website which are designated by Networkfleet for use by Customer.

"*Confidential Information*" means any non-public or proprietary information of a party (the "Disclosing Party") which is obtained by the other party (the "Receiving Party") in the course of activity pursuant to this Agreement, including information which is disclosed on an Order Form, or in connection with the provision to, and use by, Customer of Networkfleet products and services, whether such information is disclosed in oral, written, graphic, electronic or any other form. Confidential Information does not include any information that: (a) was known to the Receiving Party prior to receiving the same from the Disclosing Party; (b) is independently developed by the Receiving Party; (c) is acquired by the Receiving Party from another source that has the right to disclose such information without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of the Receiving Party.

"*Devices*" means the Networkfleet device(s) identified on a Pilot Order Form.

"*Networkfleet Services*" means the services offered by Networkfleet, from time to time, including, but not limited to: (a) collection of diagnostic and/or location information from a Vehicle; (b) analysis, delivery and posting of Vehicle information to the Networkfleet Website; (c) notification to Customer and/or a designated third party by e-mail of certain events or Vehicle information; (d) Customer access and usage of Customer Website Pages; and (e) if specified in a Pilot Order Form, Device installation services.

"*Networkfleet Website*" means the Networkfleet website currently located at www.networkfleet.com.

"*Pilot Order Form*" means the order form provided by Networkfleet to Customer pursuant to which Customer agrees to participate in the Pilot Program.

"*Service Partners*" means the companies that Networkfleet works with, from time to time, to provide the Networkfleet Services, including, but not limited to, wireless service carriers, installers, website operators, mapping data providers and licensors.

"*Vehicle*" means an on-road vehicle, off-road vehicle and/or stationary or movable equipment owned or under the control of Customer, which is equipped with a Device.

2. PILOT ORDERS, DELIVERY AND ACCEPTANCE. The delivery by Networkfleet to Customer of a Pilot Order Form does not constitute an offer and all orders are subject to acceptance by Networkfleet either in writing, electronically or by shipping the Devices.

3. NETWORKFLEET LICENSE. Networkfleet grants Customer a non-exclusive, non-transferable license during the term of the Pilot Program to (i) use the Networkfleet Services in the United States and such other countries as may be approved by Networkfleet in writing, (ii) access and use the Customer Website Pages, and (iii) use the firmware and software included in the Devices, solely for use in connection with the Networkfleet Services, and as provided in these Terms and Conditions.

4. INSTALLATION SERVICES. If the Pilot Order Form provides for Device installation services, Networkfleet or its contractors will install the Device in the applicable Vehicle at a mutually agreed location, in accordance with Networkfleet's Installation Policy, as it may be amended from time to time, which is available at the Networkfleet Website. The Parties will use reasonable efforts to schedule and complete the installation during normal working hours within thirty (30) days of the date the Pilot Order Form is accepted by Networkfleet. Customer acknowledges and agrees that installation of the Device may involve drilling holes, rewiring and other similar alterations to the Vehicle and that Networkfleet has no obligation to restore the Vehicle after removal of the Device.

5. CUSTOMER OBLIGATIONS. Customer shall use the Devices, Networkfleet Services, Networkfleet Website and Customer Website pages only for evaluation purposes and shall comply, and cause its employees and agents to comply with all applicable laws, regulations, Networkfleet's Website Acceptable Use Policy, Privacy Policy and all other policies that Networkfleet may establish from time to time, which are, or will be available, on the Networkfleet Website. Customer agrees that if it does not execute a Networkfleet Direct Customer Agreement and place an order within thirty (30) days of the end of the Pilot Term, or if this Pilot Program Agreement is terminated pursuant to Section 7, the Customer will return at Customer's expense the all Devices and related accessories to Networkfleet in original condition, ordinary wear and tear excepted. If the Devices and related accessories are not received by Networkfleet within sixty (60) days of the end of the Pilot Term, the Customer will be charged the current price for the Devices and any related accessories.

6. DISCLAIMER OF WARRANTIES. THE NETWORKFLEET DEVICES AND NETWORKFLEET SERVICES ARE PROVIDED ON AN "AS-IS" BASIS TO THE FULLEST EXTENT PERMITTED BY LAW. NETWORKFLEET AND THE SERVICE PARTNERS MAKE NO WARRANTY OR GUARANTEE OF ANY KIND WITH RESPECT TO THE DEVICES AND THE NETWORKFLEET SERVICES. TO THE FULLEST EXTENT PERMITTED BY LAW, NETWORKFLEET AND THE SERVICE PARTNERS DISCLAIM ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO: IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. NETWORKFLEET AND THE SERVICE PARTNERS DO NOT WARRANT THAT THE RECEIPT OF DATA, MAPPING INFORMATION, AND OTHER CONTENT FROM THE DEVICES WILL BE AVAILABLE AT ALL TIMES, AT ALL GEOGRAPHIC LOCATIONS, UNINTERRUPTED OR ERROR-FREE, OR THAT THE TRANSMISSION OF DATA, MAPPING INFORMATION, AND OTHER CONTENT FROM NETWORKFLEET TO CUSTOMER OR TO THE CUSTOMER WEBSITE PAGES WILL ALWAYS BE ACCURATE, TIMELY OR COMPLETE.

7. TERM AND TERMINATION. The term is set forth on the Pilot Order Form. Either party may terminate the Pilot Program Agreement at any time with written notice to the other party. Unless otherwise agreed to in writing between Customer and Networkfleet, at the end of the Pilot Term, all Devices will be deactivated by Networkfleet. The provisions of Sections 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14 of these Terms and Conditions will survive.

8. INDEMNIFICATION. Customer will defend, indemnify and hold Networkfleet and the Service Partners, and their respective officers, employees and agents, harmless from and against any and all third party claims and all associated damages, suits, proceedings,

liens, penalties, liabilities, awards or expenses (including reasonable attorneys' fees) resulting from (i) Customer's breach of its obligations under a Pilot Order Form or these Terms and Conditions; (ii) a claim that Customer or its personnel violated applicable state or federal laws or regulations in its possession, distribution, installation or use of the Devices, the Networkfleet Services or the Networkfleet Website; or (iii) a claim for libel, slander or any property damage, personal injury or death arising in any way from, directly or indirectly, Customer's use, failure to use, or inability to use the Devices, the Networkfleet Services or the Networkfleet Website except to the extent such claim was caused by Networkfleet's gross negligence or willful misconduct. Customer will allow Networkfleet to participate with its own counsel in the defense of the claim at its own expense; however, nothing herein shall limit the right of Customer to control the defense. If Customer fails to defend in a reasonably timely manner with competent counsel reasonably satisfactory to Networkfleet, then Networkfleet shall have the right to defend or settle such claim.

9. LIMITATION OF LIABILITY. (a) NEITHER PARTY, NOR THE SERVICE PARTNERS WILL BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS OR LOST DATA, EVEN IF THAT PARTY IS INFORMED THAT THOSE DAMAGES MAY OCCUR. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THOSE PARTICULAR LIMITATIONS MAY NOT APPLY. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO LIABILITY OF CUSTOMER ARISING UNDER SECTION 8 (INDEMNIFICATION) AND SECTION 10 (PROPRIETARY RIGHTS). (b) NETWORKFLEET'S AND THE SERVICE PARTNERS' CUMULATIVE LIABILITY UNDER ANY LEGAL THEORY SHALL NOT EXCEED ONE THOUSAND (\$1,000) DOLLARS. (c) WITHOUT LIMITING THE FOREGOING, NETWORKFLEET AND THE SERVICE PARTNERS ARE NOT RESPONSIBLE FOR LIABILITIES OF ANY KIND RESULTING FROM DELAYS IN DELIVERY, INSTALLATION OR PROVIDING NETWORKFLEET OR OTHER SERVICES, REGARDLESS OF THE CAUSE OF THE DELAY. CUSTOMER UNDERSTANDS AND AGREES THAT NETWORKFLEET AND THE SERVICE PARTNERS CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS, AND THAT THEY SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND RESULTING FROM AN ALLEGED OR ACTUAL LACK OF SECURITY RELATING TO CUSTOMER'S USE OF THE NETWORKFLEET SERVICES. (d) CUSTOMER UNDERSTANDS AND AGREES THAT: (i) THE DEVICE IS A WIRELESS DEVICE AND THAT THE NETWORKFLEET SERVICES WORK BY USING WIRELESS COMMUNICATIONS NETWORKS TO CONNECT THE DEVICES WITH NETWORKFLEET'S DATA CENTER AND BY USING GPS (THE GLOBAL POSITIONING SYSTEM SATELLITE NETWORK) TO DETERMINE A VEHICLE'S LOCATION; (ii) THE NETWORKFLEET SERVICES WILL NOT OPERATE UNLESS A VEHICLE IS IN AN AREA THAT HAS WIRELESS COMMUNICATIONS COVERAGE AND IS SUBJECT TO WIRELESS SERVICE NETWORK AND TRANSMISSION LIMITATIONS AND MAY BE ADVERSELY AFFECTED BY TERRAIN, SIGNAL STRENGTH, WEATHER AND ATMOSPHERIC CONDITIONS, OR OTHER THINGS THAT NETWORKFLEET AND THE SERVICE PARTNERS DO NOT CONTROL; AND (iii) INFORMATION ABOUT A VEHICLE'S LOCATION WILL NOT BE AVAILABLE UNLESS THE DEVICE IN THE VEHICLE IS ABLE TO RECEIVE GPS SIGNALS.

10. PROPRIETARY RIGHTS. Customer acknowledges and agrees that the Devices, the Networkfleet Services and the Networkfleet Website may include patent, copyright, trademark, service mark, trade secrets, or other intellectual property rights (collectively "Proprietary Rights") of Networkfleet or the Service Partners (including, with respect to the Networkfleet Website, materials that may be proprietary to Tele Atlas or its suppliers), and that Networkfleet and/or the Service Partners retain title to and ownership of those Proprietary Rights and any and all improvements, modifications, fixes or enhancements made by or for Networkfleet and/or the Service Partners to the Devices, the Networkfleet Service or the Networkfleet Website, regardless of whether such items or services are created or suggested by Customer. Customer will not copy, modify, reverse-engineer, disassemble or decompile any software or firmware included in any Device or the Networkfleet

Website or otherwise provided to Customer by or on behalf of Networkfleet, and will not disclose such software or provide access to the Devices, such software or any Networkfleet Services to any third party for such a purpose. The Networkfleet Website includes aerial, satellite imagery from Digital Globe, one of the Service Partners, as a mapping option. If Customer uses such mapping option, Customer agrees to comply with the terms of use contained in Digital Globe's End User License Agreement displayed at <http://www.globexplorer.com/legal-notices.shtml>.

11. DATA. Customer grants to Networkfleet and the Service Partners the nonexclusive, perpetual license and right to access and use the data Networkfleet and the Service Partners acquire and transmit through Customer's use of the Devices, the Networkfleet Services and the Networkfleet Website ("*Business Data*") in the course of performing the Networkfleet Services and to analyze, measure and optimize the performance of the Devices and the Networkfleet Services and to develop new offerings for Customer and others and for other purposes of Networkfleet, including the development of data products for sale, licensing and distribution to third parties; provided, however, that except as may be required under applicable law, Networkfleet will not disclose or distribute Business Data to a third party in a form that permits identification of Customer.

12. SERVICE PARTNERS. Nothing set forth in a Pilot Order Form or in these Terms and Conditions gives Customer any specific rights with respect to, nor does it create a contract between Customer and the Service Partners. The Service Partners have no legal, equitable or other liability of any kind to Customer, and Customer hereby waives any and all claims or demands therefor. Customer is not a third-party beneficiary of any agreement between or among Networkfleet and the Service Partners, but the Service Partners are third party beneficiaries of these Terms and Conditions and the protections set forth in these Terms and Conditions, including, among other things, the disclaimers of warranties, limitations of liability, and indemnification provisions, do apply to the Service Partners.

13. EXPORT CONTROL. Customer understands and agrees that: (i) the software used in connection with the Networkfleet Service is controlled by US export control laws; (ii) further transfer or export of the software may be subject to US export control laws or similar laws of other countries; (iii) Customer will abide by such laws; and (iv) Customer will not re-export or divert the software to a country or activity in contravention of U.S. law. Customer represents and warrant that: (i) Customer is not now located in, does not maintain an office or residence in, is not a citizen of, nor does Customer intend to travel to (without agreeing to follow any specific federal regulatory parameters on such travel), any of the following countries: Cuba, Iran, North Korea, Sudan, Syria, or other locations where the United States or other governments may have restrictions; and (ii) Customer is not, nor does Customer anticipate being, listed on any U.S. Government, United Nations or other country's prohibited parties list (including, but not limited to the U.S. Department of Commerce Denied Persons List or Entity List and the U.S. Treasury Department's Specially Designated Nationals, Terrorists or Narcotics Traffickers List).

14. GENERAL. (a) No amendment, change, modification or waiver to any provision of any Pilot Order Form or these Terms and Conditions will be binding unless signed by an authorized representative of Networkfleet. (b) The provisions of a Pilot Order Form, including without limitation, these Terms and Conditions, and any action related thereto will be governed and interpreted under the laws of the State of Delaware law without giving effect to any conflicts of law principles to the contrary. (c) Customer may not assign, sublicense or in any way transfer or assign any of its rights and obligations under the Pilot Program Agreement without Networkfleet's prior written consent, including by operation of law, change of control, merger or otherwise. (d) These Terms and

Conditions, together with the Pilot Order Form constitute the entire agreement between Customer and Networkfleet, and prevail over all prior or contemporaneous oral and written communications or agreements between Customer and Networkfleet. (e) If any provision of a Pilot Order Form or these Terms and Conditions is held by a court of competent jurisdiction to be unenforceable, the enforceability of the remaining provisions of the Pilot Order Form and these Terms and Conditions will not be affected and the unenforceable provision will be deemed modified such that it is enforceable and accomplishes the intention of the parties to the fullest extent possible.

15. CONFIDENTIALITY. Each party as a Receiving Party will protect Confidential Information of the Disclosing Party against any unauthorized use or disclosure to the same extent that the Receiving Party protects its own Confidential Information of a similar nature against unauthorized use or disclosure, but in no event will Receiving Party use less than a reasonable standard of care to protect such Confidential Information. The Receiving Party will not use or disclose any Confidential Information of the Disclosing Party for any purpose other than as: (a) reasonably necessary to perform its obligations under this Agreement; (b) expressly permitted by this Agreement; or as (c) required by applicable law (provided that the Receiving Party shall notify the Disclosing Party of such required disclosure promptly and cooperate with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit such required disclosure; or (d) consented to in writing by the Disclosing Party. The parties further agree that any obligations to protect Confidential Information set forth herein shall survive termination of this Agreement for a period of three (3) years from the termination of this Agreement, except that as to any Confidential Information deemed a "trade secret" under applicable law, such obligations shall continue for so long as such information is deemed a trade secret. The provisions of this Section 15 are necessary for the protection of the business and goodwill of the Disclosing Party and are considered by the Receiving Party to be reasonable for such purpose. The Receiving Party agrees that any breach of these provisions may cause the Disclosing Party substantial and irreparable damages and, therefore, in the event of any such breach, in addition to other remedies which may be available, the Disclosing Party shall have the right to seek specific performance and other injunctive and equitable relief.

I have read and agree to the Pilot Program Terms and Conditions