

ORDER FORM

Date: 02/06/2015
 Valid Until: 03/08/2015
 Order Identifier: 000030-R1
 Salesperson: Jay Nichols
 Contact: Angie Dixon

Customer: Lexington-Fayette - UCG
 Streets and Roads
 1555 Old Frankfort Pike
 Lexington, KY 40504



Hardware Description	# OF UNITS	UNIT PRICE (US\$)	EXT. PRICE (US\$)
Routeware Basic Hardware Modems, Light Duty Vehicle (LDV)	0	\$ 134.00	\$ -
Routeware Basic Hardware Modems, Heavy Duty Vehicle (HDV)	49	\$ 131.00	\$ 6,419.00
Total Routeware Basic Hardware Fees			\$ 6,419.00

Routeware Basic Total Upfront Cost			\$ 6,419.00
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Routeware Basic Package			\$ 1,469.51
Software support			Included
Cellular data coverage			Included
Total Routeware Basic Service Monthly Fee			\$ 1,469.51

Web-based Instructor-led Training	15hrs	\$ 100.00	\$ 1,500.00
Installation	49	\$ 29.00	\$ 1,421.00

Payment Terms: Upfront, Training and Installation costs are due net 10 days from invoice date. Monthly charges are due quarterly in advance.

Order is for two years of service. Five year service agreements are available upon customer request.
 Prices are exclusive of any federal, state, and local taxes. Such taxes, assessments and fees are responsibility of Customer.
 Prices are exclusive of freight cost or travel expenses.

Routeware's Master Sales and License Terms can be accessed through the following web page, using the login credentials provided:
<http://www.routeware.com/Clients> username: Lexington2013 password: LexingtonGOV13

I authorize the purchase of the aforementioned Products and Services, subject to the terms and conditions of the Master Terms.

Signature (Customer) _____ Title _____ Signature (Routeware, Inc.) _____ Title _____

Name (Printed) _____ Date _____ Name (Printed) _____ Date _____



Sales Contact: Jay Nichols
 Phone: (678) 653-9818
 Email: jnichols@routeware.com

Date: April 30, 2015
 Quote Expires: 30 day(s)

Quotation # 000115-R0

Customer:

**Lexington-Fayette Urban County
 Government**
 200 E Main Street
 Lexington, KY 40507

Contact: Dixon, Angie
Phone: (859) 258-3320
Email: adixon2@lexingtonky.gov

Ship to: Lexington-Fayette Urban County
Government
 Streets & Roads Offices
 1555 Old Frankfurt Pike
 Lexington, KY 40504

HARDWARE

ITEM #	DESCRIPTION	QTY	UNIT PRICE	TOTAL
4-800-A	Basic Light Duty Vehicle (LDV) Modem	14	134.00	1,876.00
RWHDV100-BA	Basic Heavy Duty Vehicle (HDV) Modem, no jBUS	1	134.00	134.00
			Hardware Total:	2,010.00
			Order Total:	2,010.00

Payment Terms:

Hardware – 100% due upon execution of order
 Services – due 10 days from invoice date
 Support – due quarterly in advance



Sales Contact: Jay Nichols
Phone: (678) 653-9818
Email: jnichols@routeware.com

Date: April 30, 2015
Quote Expires: 30 day(s)

Quotation # 000115-R0

Basic Support & Cellular 29.99 Per Unit, Per Month

This quotation and all products and services herein are subject to and limited to the terms and conditions contained in Routeware's Master Terms located at <http://www.routeware.com/Clients>. Any purchase orders issued in response to this Quotation, will be deemed acceptance of such terms and any acknowledgement Routeware issues is expressly conditioned on such acceptance.

<http://www.routeware.com/Clients> Username: Lexington2013 Password: LexingtonGOV13

Order commitment is for one year of service.
Installation services are not included in this order unless explicitly stated on the preceding pages.
Prices are exclusive of any federal, state, or local taxes. The customer is responsible for all federal, state, and local taxes.
Pricing does not include freight cost or travel expenses, which will be invoiced as they are incurred.

I authorize this purchase subject to the terms and conditions of the Master Terms.

Lexington-Fayette Urban County Government

Signature

Title

Name (Printed)

Date

Routeware, Inc.

Signature

Title

Name (Printed)

Date

Quotation # 000115-R0 | Date: April 30, 2015



Sales Contact: Jay Nichols
Phone: (678) 653-9818
Email: jnichols@routeware.com

Date: April 30, 2015
Quote Expires: 30 day(s)

Quotation # 000115-R0

Statement of Confidentiality & Non-Disclosure

This document contains proprietary and confidential information. All information and data submitted to Lexington-Fayette Urban County Government is provided in reliance upon its consent not to use or disclose any information contained herein except in the context of its business dealings with Routeware, Inc. The recipient of this document agrees to inform present and future employees of Lexington-Fayette Urban County Government who view or have access to its content of its confidential nature.

The recipient agrees to instruct each employee that they must not disclose any information concerning this document to others except to the extent that such information is generally known to, and are available for use by, the public. The recipient also agrees not to duplicate or distribute or permit others to duplicate or distribute any material contained herein without Routeware, Inc.'s express written consent.

Routeware retains all title, ownership and intellectual property rights to the material and trademarks contained herein, including all supporting documentation, files, marketing materials, and multi-media.

BY ACCEPTANCE OF THIS DOCUMENT THE RECIPIENT AGREES TO BE BOUND BY THE AFOREMENTIONED STATEMENT.

Quotation # 000115-R0 | Date: April 30, 2015



Sales Contact: Jay Nichols
 Phone: (678) 653-9818
 Email: jnichols@routeware.com

Date: September 17, 2015
 Quote Expires: 30 day(s)

Quotation # 000189-R0

Customer:
 Lexington-Fayette Urban County
 Government
 200 E Main Street
 Lexington, KY 40507

Contact: Dixon, Angie
Phone: (859) 258-3320
Email: adixon2@lexingtonky.gov

Ship to: Lexington-Fayette Urban County
 Government
 Streets & Roads Offices
 1555 Old Frankfurt Pike
 Lexington, KY 40504

HARDWARE

ITEM #	DESCRIPTION	QTY	UNIT PRICE	TOTAL
RWHDV100-BA	Basic Heavy Duty Vehicle (HDV) Modem, no jBUS	15	134.00	2,010.00

Hardware Total: 2,010.00

Order Total: 2,010.00

Payment Terms:
 Hardware – 100% due upon execution of order
 Services – due 10 days from invoice date
 Support – due quarterly in advance

Quotation # 000189-R0 | Date: September 17, 2015



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 Phone: (678) 653-9818
 Email: jnichols@routeware.com

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<http://www.routeware.com/Clients> Username: Lexington2013 Password: LexingtonGOV13

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 Pricing does not include freight cost or travel expenses, which will be invoiced as they are incurred.

I authorize this purchase subject to the terms and conditions of the Master Terms.

Lexington-Fayette Urban County Government

Ned Bellau
 Signature

NED BELLAU
 Name (Printed)

PROTECT MANAGER
 Title

10/2/15
 Date

Routeware, Inc.

Shanna Peralta
 Signature

Shanna Peralta
 Name (Printed)

Secretary
 Title

10/2/15
 Date

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The recipient agrees to instruct each employee that they must not disclose any information concerning this document to others except to the extent that such information is generally known to, and are available for use by, the public. The recipient also agrees not to duplicate or distribute or permit others to duplicate or distribute any material contained herein without Routeware, Inc.'s express written consent.

Routeware retains all title, ownership and intellectual property rights to the material and trademarks contained herein, including all supporting documentation, files, marketing materials, and multi-media.

BY ACCEPTANCE OF THIS DOCUMENT THE RECIPIENT AGREES TO BE BOUND BY THE AFOREMENTIONED STATEMENT.

Quotation # 000189-R0 | Date: September 17, 2016

16575 SW 72nd Ave. Portland, OR 97224 • Office: 503.906.8500 • Fax: 503.906.8544

ROUTEWARE MASTER SALES AND LICENSE AGREEMENT

This document lists the terms and conditions under which Routeware, Inc., a Delaware corporation with offices located at 16575 SW 72nd Avenue, Portland, OR 97224 ("Routeware"), is willing to sell products and services to the entity listed in an Order Form issued by Routeware ("Customer"). Together with an Order signed by Customer, these terms and conditions form a "Master Agreement" with respect to the Products and Services listed in the Order. The signing of an Order or issuance of a Purchase Order by the Customer and/or use of Services, having had the opportunity to read these terms and conditions, shall be deemed conclusive evidence of the Customer's acceptance of the terms of the Master Agreement.

TERMS AND CONDITIONS

1. GENERAL ORDERING PROCESS

1.1 Ordering. From time to time, Routeware may sell to Customer hardware products (including all on-board computers and peripheral devices, such as the RCore devices) ("Hardware") and software products ("Software") (together, "Products"), and related Support (as defined in Section 2) and/or other installation, support, consulting, software development, or disaster recovery services (collectively, "Services"), all pursuant to an authorized order form issued by Routeware that is signed by Customer (an "Order"). Together, an Order and these terms and conditions form a "Master Agreement", hereinafter "Agreement", between Routeware and Customer regarding the Products and Services subject to the Order.

1.2 Delivery. Routeware will use reasonable efforts to meet the delivery dates for Products and Services that are specified in an Order. All Product shipments are delivered F.O.B. Routeware's facility, with title and risk of loss passing at that time. All Products are deemed accepted upon delivery. Delivery delay or default of any instalment shall not relieve the Customer of its obligation to pay for services provided by Routeware or accept remaining deliveries of product.

1.3 Payment Terms. Each Order sets forth the amounts due for all Products and Services that it covers (the "Fees"). Unless otherwise stated in an Order, Customer will pay all invoiced Fees in United States Dollars within ten (10) days following invoice date. Any Fee not paid when due will bear a late payment charge of 1.5% per month compounded daily from the due date until the date paid, or such lower rate as allowed by applicable law. All Fees are non-refundable. Customer will reimburse Routeware in full for any and all collection costs incurred by Routeware. Routeware may, at its option, delay the delivery of Products and/or suspend Services and Support until all overdue Fees and late charges have been paid in full. If Routeware permits delayed payment or otherwise finances any purchases of Products by Customer, (a) Customer grants to Routeware a first priority, purchase money security interest in such Products as collateral until payment is made in full, (b) Routeware will enjoy all rights and remedies available to it with respect to such collateral under applicable law, (c) Customer will take all steps reasonably requested by Routeware to facilitate such security interest, and (d) Customer will not transfer nor permit any other security interests or liens to be applied to such Products until payment is made in full. Customer is responsible for all applicable taxes and will reimburse Routeware for the same.

2. SOFTWARE LICENSES; SUPPORT

2.1 Truckware License. "Truckware" means all Software that is pre-loaded and operates on the hardware that is integrated into the Customer's vehicle fleet, whether sold by Routeware or certified and approved by Routeware in writing. Subject to the provisions of the Agreement and subject to Customer continuing to maintain Support per Section 2.3, Routeware grants a limited, non-transferrable, perpetual license to Customer to operate the Truckware on the specific hardware product on which it was originally loaded (whether sold by Routeware or certified and approved by Routeware), in accordance with the user guides, specifications, and other documentation provided by Routeware for that Truckware (the "Documentation"), and up to the number of trucks authorized on the Order. Under no circumstances may Customer load Truckware on hardware (including computers and peripherals) that is not sold or certified and approved by Routeware.

2.2 Officeware License. "Officeware" means all Routeware-supplied, server-based Software that is provided to Customer for installation and use for reporting, status checking, alert management, dispatching, and other purposes either locally or remotely. Subject to the provisions of the Agreement, Routeware grants a limited, non-transferrable license during the License Period to Customer to install a single instance of the server version of Officeware on a networked server and to allow up to ten (10) users to use the client version of Officeware, all in accordance with its respective Documentation. The Officeware license will continue in force for the period listed on the applicable Order, or if no such period is stated, for automatically renewing periods of one (1) year started from the Order date (in either case, the "License Period"), subject to either party electing against renewal by notifying the other party in writing at least ninety (90) days prior to the end of the then-current License Period.

2.3 Support. All support services for Software listed in an Order are further subject to the terms and conditions listed under Support Plans Terms & Conditions ("Support").

2.4 Restrictions; Reservation of Rights. Customer agrees not to (and to not enable any third party to): (a) reverse engineer or otherwise attempt to discover the source code of or trade secrets embodied in the Software; (b) distribute, transfer, grant sublicenses to, or otherwise make available the Software or Documentation to third parties, including making the Software or Documentation available (i) through resellers or other distributors, or (ii) as an application service provider, service bureau, or rental source; (c) embed or incorporate in any manner all or part of the Software into other applications of Customer or third parties other than as authorized in applicable Documentation; (d) create modifications to or derivative works of the Software; (e) reproduce the Software (except that Customer may make up to two archival copies of the Officeware solely for backup purposes); (f) attempt to modify, alter, or circumvent any license control and protection mechanisms within the Software; (g) use or transmit the Software in violation of any applicable law, rule or regulation, including any export/import laws; and (h) remove, obscure or alter any copyright notices or any name, trademark, service mark, tagline, hyperlink or other designation included on any display screen within the Software. All Software is a "commercial item," as that term is defined at 48 C.F.R. 2.101 (OCT 1995), and more specifically is "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (SEPT 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (JUNE 1995), Software is provided to U.S. Government End Users (i) only as a commercial end item and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Other than as stated in this Agreement, Routeware grants Customer no other right, title or interest in any Software.

3. CLOUD HOSTING. All cloud hosting services are subject to the terms and conditions listed under the Cloud Hosting Service Level Agreement found at <http://www.routeware.com/Clients>.

4. THIRD PARTY HARDWARE AND SOFTWARE. Certain hardware and software sold by Routeware is manufactured, developed or made available by other companies and distributed by Routeware for use in conjunction with the Products ("Third-Party Products"). Third Party Software may be subject to additional license terms and restrictions; see such software for details. Routeware hereby assigns to Customer (to the extent assignable) all warranties given by the supplier(s) of Third-Party Products; provided, however, that Customer agrees to look to the supplier(s) for any Third-Party Product warranty, service and other post-purchase issues. Customer is solely responsible for obtaining any and all components, updates, new versions, and releases for any Third-Party Products necessary for use in connection with the Products.

5. OTHER SERVICES. All other Services provided by Routeware under an Order are further subject to a statement of work issued by Routeware. Routeware will perform such Services in a professional, competent and workmanlike manner in accordance with the prevailing standards in Routeware's industry. Customer acknowledges that the timely and successful performance of Services requires good faith cooperation by Customer. Therefore, Customer shall furnish all information, access, assistance and services reasonably requested by Routeware. In the event that any failure by Customer to comply with the provisions of this Section 5 results in any delay in performance of the Services by Routeware, Routeware shall not be deemed in breach of the Agreement for such delay. Customer shall reimburse Routeware for all expenses reasonably incurred in the performance of Services, as such have been approved in advance by Customer. Except with respect to any Customer Confidential Information or pre-existing intellectual property included therein (collectively, "Customer Property"), Routeware will retain all right, title and interest in and to all deliverables and work product (including any and all intellectual property rights therein) generated as a result of the Services. Customer's rights to the deliverables and work product shall be the same as the rights granted to Customer under this Agreement with respect to the applicable Hardware and Software.

6. AUDITS. During any time that Customer is using Hardware or Software under an Agreement, and for one year thereafter, Routeware will have the right to perform an audit not more than once each year to verify that Customer is using the Products in compliance with this Agreement. The audit will include at a minimum Routeware having access to all Software, Hardware, Documentation and related Customer equipment (including all servers and personal computers that contain Officeware, and any hardware that contains Truckware). The audit will be performed from Monday through Friday, between 8:00 a.m. and 5:00 p.m. local time, and upon not less than 15 days' prior written notice to Customer. The audit will be conducted at Routeware's sole cost and expense, subject to reasonable security and access restrictions. Customer will be permitted to have Customer personnel present during the audit. If an audit conducted under this Section discloses that Customer has underpaid by more than 3% any amounts payable under this Agreement during the period covered by the audit, Customer will pay Routeware the amount of that underpayment and, in addition, will reimburse Routeware's reasonable and actual costs for that audit.

7. REPRESENTATIONS AND WARRANTIES; DISCLAIMER

7.1 Mutual. Each party represents and warrants to the other party that: (a) it has the full corporate right, power and authority to enter into this Agreement and to perform the acts this Agreement requires of it; (b) the execution of this Agreement and performance of its obligations under this Agreement do not and shall not violate any other agreement to which it is a party; (c) when executed and delivered this Agreement constitutes the legal, valid and binding obligation of such party; and (d) any and all activities it undertakes in connection with this Agreement shall be performed in compliance with all applicable laws, rules and regulations.

7.2 Products.

(a) Subject to the exceptions listed below in part (b), Routeware warrants (i) that the Hardware will be free from material defects in materials and workmanship and will operate in all material respects in accordance with its applicable Documentation (the "Hardware Warranty") for one year from the date of initial delivery or renewal (the "Hardware Warranty Period"); and (ii) for a period of ninety (90) days from the date of initial delivery (the "Software Warranty Period") the Software will perform in substantial conformance with its Documentation. Customer may purchase renewals of the Hardware Warranty Period through extended service plans made available by Routeware in its discretion. Following the end of the Hardware Warranty Period, Routeware will have no further obligation to repair or support the applicable Hardware.

(b) Routeware's entire liability and Customer's exclusive remedy for any reported breach of the Hardware Warranty or Software Warranty will be repair or replacement of the defective Product. All claims must be received by Routeware promptly upon discovery of any defect, and in no event after expiration of the applicable Warranty Period. The foregoing Hardware and Software Warranties do not apply to any defect or failure to operate that is attributable to: (i) Customer's misuse or abuse of or failure to maintain the Product; (ii) Customer's failure to operate the Product in accordance with Routeware's Documentation; (iii) any change made to the Product by Customer without Routeware's written approval; (iv) any defect, limitation or incompatibility in any equipment or other component installed by Customer; (v) any accident, catastrophe, act of God, or interruption or fluctuation in electrical power supplies; (vi) any material change in Customer's business or in the operating conditions under which the Product is used or (vii) translations.

7.3 Disclaimer. THE WARRANTIES OF THIS SECTION 0 ARE THE EXCLUSIVE WARRANTIES OFFERED BY EITHER PARTY AND NEITHER PARTY MAKES ANY ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. ALL OTHER CONDITIONS AND WARRANTIES, INCLUDING ANY CONDITIONS OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, MERCHANTABILITY AND THOSE THAT ARISE FROM ANY COURSE OF DEALING OR COURSE OF PERFORMANCE, ARE HEREBY DISCLAIMED.

8. LIMITATION OF LIABILITY

8.1 INDIRECT DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT WITH RESPECT TO THE FAILURE TO PAY AMOUNTS PROPERLY OWED, SECTION 10.1 (CONFIDENTIALITY), OR VIOLATIONS OF ROUTEWARE'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY, WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE, FOR ANY INDIRECT DAMAGES THAT ARISE FROM OR RELATE TO THIS AGREEMENT (INCLUDING LOST PROFITS AND ANY OTHER INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES), WHETHER FORESEEABLE OR NOT AND WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2 TOTAL LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT WITH RESPECT TO THE FAILURE TO PAY AMOUNTS PROPERLY OWED, BREACHES OF SECTION 10.1 (CONFIDENTIALITY), OR VIOLATIONS OF ROUTEWARE'S INTELLECTUAL PROPERTY RIGHTS, EACH PARTY'S AGGREGATE CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT (INCLUDING ANY WARRANTY CLAIMS) WILL NOT EXCEED, IN THE AGGREGATE AND REGARDLESS OF WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE, THE TOTAL AMOUNT PAID OR PAYABLE BY CUSTOMER TO ROUTEWARE IN THE 12 MONTHS PRIOR TO THE EVENT THAT GAVE RISE TO LIABILITY.

8.3 EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE RISK BETWEEN THE PARTIES. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THE REMEDIES IN THIS AGREEMENT HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

9. TERM AND TERMINATION

9.1 Term of Agreement. This Agreement begins on the Effective Date and continues until terminated pursuant to this Section 9.

9.2 Termination Rights. This Agreement may only be terminated as follows: (a) by mutual, written agreement of the parties; (b) by either party if the other party materially breaches this Agreement, and does not cure the breach within 30 days after receiving written notice from the non-breaching party; (c) by either party if such party elects to not renew all License Periods; or (d) by either party if the other party makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of or becomes subject to any proceeding under the U.S. Federal Bankruptcy Act or any other foreign or domestic statute, law, rule or regulation relating to insolvency or the protection of rights of creditors, which proceeding is not dismissed within 60 days.

9.3 Effect of Termination. Upon any termination of this Agreement, without prejudice to any other rights or remedies which the parties may have, the following applies: (a) Customer shall immediately cease all use of all Hardware and all Software; (b) all other rights and obligations immediately cease, except that Sections 1.3, 2.3, 2.4, 5, 6.3, 7, 8.3, 9, and 11 shall survive termination; (c) upon written demand, each party as a receiving party will return or destroy all of the other party's Confidential Information; and (d) Customer will immediately pay RouteWare any undisputed amounts still outstanding.

10. CONFIDENTIAL INFORMATION; PUBLICITY

10.1 Confidential Information. Both parties recognize that they may each receive (as a "Recipient") from the other (as a "Discloser") certain confidential and valuable proprietary information that is identified pursuant to the terms of this Section 10.1 as confidential (collectively, the "Confidential Information"). Both parties agree to identify any Confidential Information as follows: if written, with a written legend that says "confidential" or a similar term; or if verbal, by identifying the information as confidential when disclosed, and then sending the Recipient a written confirmation of that confidential status within 30 days after disclosure. Notwithstanding the foregoing, all pricing, Documentation and Software are Routeware Confidential Information. A Recipient will not, without the Discloser's prior written consent, disclose Confidential Information to any person other than those of its employees, independent contractors or consultants who need to know it for the purposes of this Agreement and who are bound by confidentiality agreements with the Recipient that are at least as protective as this section. A Recipient may only use Confidential Information for the purpose of this Agreement. A Recipient will handle any Confidential Information with the same care as it does its own Confidential Information, but in any event no less than reasonable care. None of the provisions of this section, however, apply to any Confidential Information that meets any one of the following criteria: (a) information possessed by the Recipient without restriction prior to receiving it from the Discloser, provided that the Recipient can demonstrate such possession; (b) information that the Recipient developed independently and without use of or reference to the Confidential Information, as documented by its written records; (c) information that the Recipient receives from another party who is not in breach of any of that party's obligations as a result of that disclosure; or (d) information that the Discloser intentionally discloses to any other party without any restriction on confidentiality. Additionally, a Recipient may disclose Discloser's Confidential Information to the extent that a court or other governmental body orders such Confidential Information disclosed by the Recipient, provided that the Recipient promptly notifies the Discloser of such order and provides the Discloser with notice and opportunity to contest it, if possible. These obligations shall survive the termination of this Agreement for a period of five (5) years, except with respect to any source code, which will remain protected until it is no longer Confidential Information. This Section does not intend to grant a Recipient any ownership interest or license or right to any intellectual property rights of the Discloser.

11. Terms; Publicity. The parties will keep the terms and conditions of this Agreement confidential and will not divulge any of this information to any third party except as follows: (a) with the prior written consent of the other party; (b) as otherwise may be required by law or legal process; (c) during the course of litigation, so long as the disclosure is restricted in the same manner as is the confidential information of other litigating parties; and (d) in confidence to its legal counsel, accountants, banks, and financing sources and their advisors solely in connection with complying with or administering its obligations with respect to this Agreement; provided that, in (b) and (c) above, to the extent permitted by law, the disclosing party will use all legitimate and legal means available to minimize the disclosure to third parties, including seeking a confidential treatment request or protective order whenever appropriate or available, and the disclosing party will provide the other party with at least 10 days' prior written notice of such disclosure. Neither party may use the other party's trade names, trademarks or service marks, or engage in any publicity regarding this Agreement or its subject matter, without the other party's express written consent, which will not be unreasonably withheld or delayed.

12. MISCELLANEOUS

12.1 Independent Contractors. The parties are independent contractors with respect to each other, and nothing in this Agreement shall be construed as creating an employer-employee relationship, a partnership, agency relationship or a joint venture between the parties.

12.2 Force Majeure. Each party will be excused from any delay or failure in performance hereunder, other than the payment of money, caused by reason of any occurrence or contingency beyond its reasonable control, including but not limited to acts of God, earthquake, labor disputes and strikes, riots, war and governmental requirements. The obligations and rights of the party so excused will be extended on a day-to-day basis for the period of time equal to that of the underlying cause of the delay.

12.3 Assignment. Neither party may assign its rights or obligations under this Agreement to any other person or entity, except for assignment and transfer of all of a party's rights and obligations under the following circumstances: (a) with the express written consent of the other party, which may not be unreasonably delayed or withheld; (b) as part of a re-organization or restructuring; (c) to the surviving entity of a merger transaction; or (d) to the purchaser of a Controlling Interest in, or more than 50% of, the assets of the assigning party. A "Controlling Interest" means more than 50% of the total outstanding voting stock of the assigning party. Any attempted assignment or delegation in violation of this section is void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties and their respective successors and assigns.

12.4 Changes & Waivers. Routeware reserves the right to change this terms and conditions of this Agreement at any time. It is Customer's responsibility to check these terms and conditions periodically for changes. No waiver of any breach of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach, and no waiver is effective unless made in writing and signed by an authorized representative of the waiving party.

12.5 Governing Law; Jurisdiction. The laws of the State of Oregon, without regard to conflict of laws rules, govern the interpretation and enforcement of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods will not apply. The parties agree with and submit to the state or federal courts located in Multnomah County, Oregon as the exclusive venue and jurisdiction for any and all disputes arising from or relating to this Agreement. Each party waives any objection (on the grounds of lack of jurisdiction, forum non conveniens or otherwise) to the exercise of such jurisdiction by these courts.

12.6 Arbitration. Customer agrees that any and all controversies, claims, or disputes arising out of this Agreement, including any breach of this Agreement, shall be subject to binding arbitration under the Arbitration Rules set forth by the American Arbitration Association (the "**Rules**") and pursuant to Oregon law. Disputes that Customer agrees to arbitrate, and thereby agrees to waive any right to a trial by jury, include any statutory claims under state or federal law. The place of arbitration shall be Portland, Oregon. Oregon State law shall apply. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The number of arbitrators shall be one (1). The arbitrator shall have the power to decide any motions brought by any party to the arbitration, including motions for summary judgment and/or adjudication and motions to dismiss and demurrers, prior to any arbitration hearing. The arbitrator shall issue a written decision including findings of fact and conclusions of law on the merits of its award. The arbitrator shall have the power to award any remedies, including attorneys' fees and costs, available under applicable law.

12.7 Attorney Fees. The prevailing party in any litigation between the parties regarding this Agreement shall be entitled to recover reasonable attorney's fees and other costs from the other party. These fees and other costs are in addition to any other relief to which the prevailing party may be entitled.

12.8 Conflicts; Order of Precedence. In the event that any term of this Agreement conflicts with governing law or is held to be ineffective or invalid by a court of competent jurisdiction, such term will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remaining terms of this Agreement shall remain in full force and effect. This Agreement controls any conflicts between any of its provisions and those of any Order.

12.9 Integration. This Agreement and the Orders together constitute the entire agreement between the parties with respect to the Products and Services and supersede all prior and contemporaneous discussions, negotiations, communications or agreements regarding the same subject matter. The terms on any purchase order, invoice, or other ordering document will have no effect and are hereby rejected.

12.10 Notices. Unless stated otherwise, all notices, consents and approvals under this Agreement must be delivered in writing by courier, by facsimile, or by certified or registered mail (postage prepaid and return receipt requested) to the other party at the address set forth on at the beginning of this Agreement, and are deemed delivered when received. Either party may change its address for notices by notice to the other party given in accordance with this Section 12.10.

12.11 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed to be an original and together will constitute one and the same agreement. This Agreement may also be executed and delivered by facsimile and such execution and delivery will have the same force and effect of an original document with original signatures.

12.12 Headings; Interpretation. Headings are used in this Agreement for reference only and will not be considered when interpreting this Agreement. As used in this Agreement, "includes" (or "including") means without limitation.

ROUTEWARE SUPPORT PLAN TERMS & CONDITIONS

This document provides more specifics about the Routeware Support Plan. It is subject to the provisions of the Routeware Master Sales and License Agreement and all related Orders (collectively, the "Master Agreement") between Routeware and its customer ("Customer"). Any capitalized words not defined in this Support Plan are defined in the Master Agreement.

Customer must have purchased a Support Plan for any of the terms and conditions below to apply.

GENERAL

Plan Commencement. All Support Plans commence the first day of the month following installation of hardware in the first vehicle of the Customer's fleet. Support Plan fees may be invoiced prior to, on, or after Support Plan commencement. Invoices are due ten (10) days from Support Plan commencement date or ten (10) days from receipt of invoice, whichever comes last.

Plan Duration. All Support Plans cover 12-month periods beginning January 1 and ending on December 31 (a "Plan Year"). Plans purchased mid-year are pro-rated based on the number of days remaining in a given Plan Year. All Support Plans automatically renew on December 31 unless Routeware receives from Customer a written notice of non-renewal no later than November 1. Support Plans are not cancellable outside the notice period.

Billing. Customer may pay for an entire Plan Year up front, or quarterly (a discount may apply for payment up front). All fees are due on or before the commencement of the support period. If Customer fails to pay any amounts when due, Routeware may, at its option, suspend all Support Plans, or continue to provide all or part of the Support Plan at the applicable time and materials rate, in either case until such time as the Customer's account is paid in full (including all Reinstatement Fees). Support Plan payments are non-refundable.

Third Party Vendor-Specific Support Terms. Customer must remain on a supported environment – including applications and hardware platforms – to receive any Support Plan. Customer may be required to upgrade to a current Routeware-certified and supported third party application, hardware platform, framework, database, and/or operating system configuration to continue receiving a Support Plan.

End of Life. Support Plans are not available on any hardware that Routeware has declared as end-of-life ("EOL") (including the DMS 3000 and DMS 5000 products).

Support Outside of Warranty Period. Any support (including repair work) performed by Routeware outside of a warranty period is subject to a Time and Materials Rate of \$195.00 per hour for hardware repair labor, billed in 15 minute increments, plus the cost of parts in accordance with Routeware spare parts pricing.

SUPPORT PLAN

Coverage. A Support Plan covers all Software (e.g. Truckware and Officeware) and Hardware purchased or licensed by Customer from Routeware (excluding any Software or Hardware that has reached EOL, as announced by Routeware). It includes the provision of Technical Support and Updates (each defined below) during a Plan Year. Unless stated otherwise by Routeware in writing, Support for a given version of Software is available for three years from the date of release.

Reinstatement. Should the Customer decide to add Software Support following a period in which a Software Support Plan was not in place, in addition to paying for the current Plan Year, Customer must pay a Reinstatement Fee covering the lapse period (prorated daily) at a price equal to 150% of the Software Support Plan price at the time of reinstatement.

Technical Support. A Software Support Plan includes technical support by phone and email, during the hours of 8:00 a.m. to 5:00 p.m. Pacific, Monday through Friday, excluding the following Routeware holidays:

- New Year's Day
- Memorial Day
- Independence Day (US)
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

Any support outside of these time frames is subject to Routeware discretion and will be further subject to an additional charge of \$195 per hour, billed in 15 minute increments. Any on-site support requires a professional services engagement, as documented in a statement of work.

Technical Support may also include the following:

- Certification with third-party products/versions
- Assistance with service requests during published support hours
- Access to on-line support
- A diagnosis of problems or issues of the supported Software

Routeware will use commercially reasonable efforts to meet the response and resolution times listed in the table below.

Updates. A Software Support Plan includes the provision of Updates. "Update" is defined as a subsequent release of Software which Routeware generally makes available to its customers who have purchased a Support Plan. Updates typically include bug fixes, patches, and feature enhancements. Updates typically do not include any new functionality that constitutes a new product (which is so designated at Routeware's sole discretion) for which Routeware charges a separate fee. Updates are provided as and when available (as determined by Routeware) and may not include all previously available supported features. Routeware develops Updates in its discretion, and has no obligation to develop any specific feature or functionality. Updates are made available by delivery (which may be subject to a shipping and handling charge) or by download, in Routeware's discretion. If delivered, Customer will receive one copy for each supported operating system for which Software licenses were ordered. Customer shall be responsible for copying, downloading, and installing any Updates. Updates are subject to the terms and conditions of the Master Agreement, and are covered by the same license as the Software to which the Updates pertain.

Customer Obligations. Software Support is conditioned on the Customer doing the following: (a) use commercially reasonable efforts to provide Routeware with the necessary access (e.g., access to server files, log files, application software or database extracts) required to provide Software Support; (b) will designate and identify by name, phone number, e-mail address, and other appropriate contact methods, Customer Contacts, whom shall be the only personnel authorized to communicate with Routeware regarding Software Support; (c) will apply all Updates, bug fixes, critical patches and configuration recommendations according to Routeware's instructions promptly following delivery; and (d) will provide Routeware with remote online access via the Internet to all Hardware (including all on-board units), Software and servers for the purposes of troubleshooting, general assistance, and verification of compliance with licensing terms.

Response/Resolution Times:

Severity level and definition:	Acknowledge error report	Complete Patch, Answer, Workaround, or Temporary Fix	Release Final Version of Fix
Priority level 1: A Critical Severity Issue has significant to critical impact on production, product is largely unusable	1/2 hour	Routeware will use commercially reasonable efforts to address in 24 hours	In one of next two updates if deemed appropriate for all customers
Priority level 2: Has some business impact on production system resulting in some loss in functionality; the software is usable but operating suboptimally	24 hours	Routeware will use commercially reasonable efforts to address in 10 days	In one of next two updates if deemed appropriate for all customers
Priority level 3: Non-production questions including general usage questions, issues related to a non-production system. There is no impact on performance, quality, or functionality	3 business days	Routeware will use commercially reasonable efforts to address in 15 days.	N/A

Exclusions. Routeware is not obligated to provide Support Services when: (a) Routeware products have been changed, modified or damaged by anyone other than Routeware; (b) the issue is caused by Customer negligence or misuse of software or hardware, or other causes outside of Routeware's control; (c) the issue is caused by third party hardware or software, or by Customer network infrastructure; or (d) Customer's Routeware products are EOL or are otherwise not currently supported, as determined by Routeware's announced policies.

Changes. Routeware reserves the right to change these Support Plan Terms & Conditions at any time; provided however, that any such changes which occur during a then-current Plan Year will not materially diminish the Support to be provided during the remainder of such Plan Year. **It is the Customer's responsibility to check these Support Plan Terms & Conditions periodically for changes.**