

Agenda Item #11

M E M O

TO: Mayor Blad and Members of City Council

FROM: Tom Kirkman, Director of Public Services

DATE: August 12, 2025

SUBJECT: Recommendation for Contract Approval: Quote Number Q-13485
Routeware Inc.

The Sanitation Services Department wishes to enter into a renewal contract with Routeware Inc. for licensed software/subscription services for their current route optimization and asset management program. Services for this contract would begin October 1, 2025 for the FY2026 fiscal year. These services provide essential tools for operational procedures and efficiencies within the Sanitation Department including data capture, route optimization and process automation. Included in this contract is a new interactive application for staff and customers to access information related to current sanitation services as well as educational information regarding recycling. Therefore, Council may wish to accept the recommendation of staff and approve the contract proposal from Routeware.

Funds for this contract have been budgeted for in the FY2026 Sanitation Services budget. The contract documents are attached for Council and Mayor approval. The Council may wish to authorize Mayor Blad to sign and execute the paperwork necessary to effectuate the procurement.

MEMORANDUM

TO: City Council and Mayor
FROM: Brian Trammell, Deputy City Attorney
DATE: August 13, 2025
RE: Routeware Inc. Quote No. Q-13485 and Agreement

I have reviewed the Routeware Inc. quote no. Q-13485 and the accompanying master sales and license agreement. This agreement is a renewal for licensed software/subscription services for the Sanitation Department. I have no legal concerns regarding the Council's approval of the renewal and the authorization for the Mayor to sign it.

Please let me know if you have any questions or concerns.

Q-13485

City of Pocatello - ID

QUOTE NUMBER Q-13485

Routeware, Inc.
16525 SW 72nd Ave.
Portland, OR 97224

Order	Q-13485
Good Through:	Sep 30 2025
Payment Terms:	Net 30
Term	60 MONTH

Ship To
Brian Blad
City of Pocatello - ID
2405 Garrett Way
Pocatello, Idaho 83201
United States
mayor@pocatello.gov

Bill To
City of Pocatello - ID
2405 Garrett Way
Pocatello, Idaho 83205-4169
United States

Salesperson	Phone	Email
Andrew Goffe		andrew.goffe@routeware.com

Statement of Confidentiality & Non-Disclosure

The parties acknowledge that the City of Pocatello is a government entity and subject to the Federal Freedom of Information Act (FOIA). Notwithstanding anything contained herein to the contrary, the City shall not be responsible to Routeware for any disclosure of Confidential Information pursuant to FOIA or pursuant to any Idaho public records act laws, rules, regulations, instructions or other legal requirement.

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.

SERVICES

PRODUCT	UNIT	QTY	UNIT PRICE	EXTENDED
ReCollect Implementation (Large)	EACH	1	\$4050.00	\$4050.00
SERVICES TOTAL (USD):				\$4,050.00

RECURRING SUBSCRIPTIONS

PRODUCT	UNIT	QTY	UNIT PRICE	EXTENDED
OBC Support Fee - TaaS	MONTH	40	\$240.04	\$9601.60
Monthly Service Fee - Spare Units	MONTH	1	\$90.38	\$90.38
OBC Support Fee - Spare	MONTH	1	\$131.58	\$131.58
RouteMaker Support	MONTH	1	\$642.72	\$642.72
Cellular Data Charge (RD)	MONTH	46	\$15.45	\$710.70
Cloud Hosting	MONTH	1	\$771.47	\$771.47
Interface Support	MONTH	1	\$1111.37	\$1111.37
Picture Service Fee	MONTH	32	\$45.28	\$1448.96
Auto Pickup System Fee	MONTH	20	\$25.70	\$514.00
Engage Bundle Up to 100k Population	MONTH	1	\$2671.38	\$2671.38
Mobile App Up to 100k Population	MONTH	1	\$432.54	\$432.54
SUBSCRIPTIONS TOTAL (USD):				\$18,126.70

Payment Terms -

The Software Fee Effective Service Date for this Order will be 2025-10-01.

Invoices for Recurring Subscriptions shall be issued annually in advance, with the initial invoice issued on the Effective Service Date and each subsequent invoice due on the corresponding date of each successive anniversary thereafter. The term of the Recurring Subscription(s) shall commence on the Effective Service Date.

Annual Recurring Subscription Fee Increase shall not exceed three percent (3%) during the sixty (60) month Initial Term.

Fiscal Funding Out. In the event no funds or insufficient funds are appropriated by Customer City in any fiscal period for any payments due hereunder, Customer will notify Routeware of such occurrence in writing at least ninety (90) days prior to the end of the then-current fiscal period and the Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Customer of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds have been appropriated.

For all other services, Company will submit invoices for services to the Customer by the 10th of the month following the month in which Company provided services and Company's invoice will have a date, an invoice number, a purchase order number and a description of the goods or services.

Terms & Conditions Information -

This Order and all products and services herein are subject to and limited to the terms and conditions of the Routeware Master Sales and Licensing Agreement, attached and incorporated herein. Any purchase orders issued in response to this Order will be deemed acceptance of such terms.

Prices are exclusive of any federal, state, or local taxes. The customer is responsible for all federal, state, and local taxes.

This system requires a specific server to operate Routeware software, which may need to be purchased separately.

This system requires cellular connectivity for each vehicle which may need to be purchased separately.

If route sequencing by Routeware is a requirement, additional professional services fees may apply.

On-Board Computer software is sold as a perpetual license, allowing the license to be activated on replacement hardware.

Any lapse in support voids perpetual license.

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

Additional Terms -

Customer is authorized to employ the aforementioned ReCollect solution(s) for a maximum of one hundred thousand (100,000) residents or up to thirty-five thousand (35,000) service addresses, whichever is achieved first. Additional charges will be incurred if the solution(s) are used beyond either of these specified limits.

ReCollect Service Request includes up to twenty-five thousand (25,000) requests per year. An overage fee of three dollars (\$3.00) will apply to each request over the specified limit.

A mutually agreed-upon Statement of Work (SOW) for the implementation is required prior to contract execution. The hours included in this order and the accompanying Statement of Work represent our best estimate of hours required for the Project, based on our experience. You understand and agree that actual fees may differ. All fee and timeline estimates are based on the information provided to us to-date, including your system requirements and resource allocations. It does not account for presently unknown circumstances that create uncertainty. These include, for example, your level of participation, complexity of your processes and requirements, unknown system and data elements, changes in scope of work, changes in assumptions, delays caused by you or third parties, or other conditions outside of our reasonable control. We will notify you if we expect to exceed cost or timeline estimates, and this will be addressed through the change order process described below.

We will work with your Project Manager to help manage the scope of the Services within the estimate provided. However, both parties acknowledge and agree that actual fees may differ from this estimate. If we determine there has been a change in or unsuccessful completion of responsibilities or assumptions set forth in this Proposal, a change order may be required. In addition, any Project changes, including to address unknown circumstances, additional work requested by you or changed requirements, will require a Change Order. Change Orders may also impact the Project timeline. You understand that, in all instances, Routeware's compensation will be based upon the work actually performed and expenses actually incurred.

Usage Limit Terms -

Customer is authorized to employ the product solution(s) for up to the limits specified above. Additional charges will be incurred if the solution(s) are used beyond these specified limits.

Accounts Payable Details:

Name: _____

Title: _____

Email: _____

Phone: _____

IN WITNESS WHEREOF, the Parties to the Order Form has caused it to be executed by their authorized officers as the day and year of the signatories below.

City of Pocatello - ID

Signature: _____

Date: _____

Name (Print): _____

Title: _____

Purchase Order Details:

Purchase Order number: _____

Issuance of Purchase Order ("PO") in lieu of signature denotes acceptance of Order Form by Customer. Receipt of complete and accurate PO is required prior to Order execution.

Routeware, Inc, and Affiliates

Signature: _____

Date: _____

Name (Print): _____

Title: _____

Please sign and email to Andrew Goffe at andrew.goffe@routeware.com

FOR INTERNAL USE ONLY

Reviewed By:



16525 SW 72nd Ave.
Portland, OR 97224
www.Routeware Inc..com

(503) 906-8500 | Corporate Offices
(877) 906-8550 | Toll Free
(503) 906-8544 | Fax

STATEMENT OF WORK

Purpose

This statement of work ("SOW") and any addenda attached hereto, sets forth the deliverables associated with the Routeware Inc. implementation of licensed software/subscription services (hereafter "Product" or "Services") as determined by the applicable Master Sales and License Agreement and Professional Services Agreement, hereafter "Agreement", executed by the City of Pocatello, ID ("Licensee" or "Customer" or "Subscriber") and Routeware Inc. ("Licensor" or "Provider").

This SOW and attached Addenda set forth the scope and objectives, project stages, project governance and objectives, gate checks and lifecycle stages, and change management, applicable to the implementation of the Product or Services as further identified within the Routeware Inc. line of business below:

- ☐ **Smart City**
 - ☐ **Smart City Driver App – Routeware TaaS**
 - ☐ **Smart City Driver App – BYOD**
 - ☐ **Samsara Devices**
 - ☐ **GeoTab Devices**
- ☒ **ReCollect**
 - ☐ **Small Implementation**
 - ☒ **Collection Calendar**
 - ☒ **Waste Wizard**
 - ☐ **Sorting Game**
 - ☐ **Custom Artwork**
 - ☐ **Curbside Audit**
 - ☒ **Large Implementation**
 - ☒ **Service Request**
 - ☒ **Mobile App**
- ☐ **EasyRoute**
- ☐ **Compliance Publishing**

Routeware Inc.'s Gate Checks

Routeware Inc. will develop a project plan to manage the implementation lifecycle and to report on progress. Any requests for deviations to the project plan will be documented, reviewed, and approved by the respective project managers for the Customer and Routeware Inc. In addition, a summary of requested changes will also be reviewed during the scheduled gate check reviews. Changes must be mutually approved by both parties.

As part of its standard and proven project execution, Routeware Inc. will structure the project into several phases designed to ensure success. Routeware Inc. will work collaboratively with the Customer to develop a plan that details requirements, assigns responsibilities, and sets due dates – to best achieve the goal of meeting the designated go-live date with a minimum of business disruption. From the onset of the project, Routeware Inc. will assign a core implementation team.

Routeware Inc. will execute gate check reviews at the completion of the Discover, Design, and Deploy stages of the project lifecycle. The gate check reviews provide the following:

Stage 1 - Discover

The Discover stage includes the comprehensive planning and resource scheduling for the duration of the project, including a review of the approach and governance, the cadence for status reporting, and clarification of roles and responsibilities for Routeware Inc. and Customer project team members. It also includes the requirements confirmation interview, documentation, and approval, along with the initial solution configuration based on Routeware Inc.'s best practices for a specific Customer's needs, and the import of Customer data.

Stage 2 - Design

The "future state" is documented, reviewed, and approved by the Customer, including a validation of the data imported, upon which time the environment is provisioned, the solution installed, and the Customer provided access to the solution. There will be progressive "targeted" training and begin the solution familiarization process for key users, along with the creation of a validation plan to be used during the Deploy stage. The Routeware Inc. team performs an internal verification that the solution, as configured, is operating properly, and aligns with the approved requirements and future state configuration, reaching the milestone referred to as being "solution complete".

Stage 3 - Deploy

The Deploy stage includes scenario-based training, followed by the Customer's end-to-end validation of the solution across business scenarios/use cases identified and configured during the Discover and Design stages. Scenario-based training - typically conducted with Customer-identified "super users" - follows a tell, show, do model, where the individual delivering the training outlines the scenario, then demonstrates the scenario, and finally the super users complete an end-to-end example themselves using the "happy path", a clean, well-executed process without exceptions. Upon completion of the validation plan, the milestone of "solution acceptance" is confirmed by the Customer. At go-live there is final training and practice for end users and drivers, with a focus on what a user needs to do in the system to complete the duties of a particular role, including handling of typical "operational exceptions" encountered on a day-to-day basis. The final system cutover is performed and Routeware Inc. aids the Customer during the go live event and stabilization period, helping to triage, manage and resolve issues that may arise, followed by a transition to support, and project closeout.

Services

The scope of Services outlined below provides a breakdown of the key components and gate checks of the Routeware Inc. implementation and the corresponding deliverables provided by Routeware Inc. and the Customer.

	Routeware Inc. Deliverables	Customer Deliverables
Discover	Key activities include: • Project kick-off • Develop implementation plan/key milestones • Complete pre-implementation documents • Review, document, and approve business requirements: ○ Scenarios	Key activities include: • Define/assemble project team • Project planning • Define measures of project success Key deliverables include: • Process questionnaires

	○ Reporting ○ Integrations ○ Data workshop/Data import Key deliverables include: ● Draft project plan ● Session agendas ● Documented business requirements ● Environment provisioning/solution installation	● Provide documented process to model recommended configuration ● Provide sample data sets
Design	Key activities include: ● Define, configure, document and approve future state ● Conduct status meetings ● Update project plan ● Install solutions(s) ● Targeted training on data maintenance, transactions etc. ● Solution familiarization exercises ● Drafting solution validation plan ● Creation of scenario-based training plan ● Conduct status meetings Key deliverables include: ● Data import (3 imports into test environment) ● Solution configuration ○ Users ○ Customers ○ Equipment ○ Routes ○ Codes ○ Other applicable data ● Session agendas ● Targeted training ● Final solution configuration ● Design gate check ● Project plan revisions	Key activities include: ● Customer completes recommended Product training ● Attend all system configuration sessions ● Complete all action items after each system configuration session ● Required configuration and testing ● Internal process review ● Attend all design sessions ● Complete solution familiarization exercises ● Attend all status meetings ● Begin work on change management activities Key deliverables include: ● Approved business requirements ● Provide data for import ○ Accepted file formats include .csv or .xml ○ Updated data sets as required ● Approved future state configurations ● Enumeration of test plans ● Solution familiarization activities ● Data maintenance ● Transaction practice ● Solution validation ● Usage documentation and/or standard operating procedures (SOPs) ● Approval/sign-off
Deploy	Key activities include: ● Scenario-based super user training ● Solution validation (user acceptance testing, UAT) ● Creation of end-user training plan ● Solution acceptance milestone ● Conduct status meetings ● Update project plan	Key activities include: ● Solution validation activities ● End-user training plans ● Approval/sign-off ● Solution acceptance Key deliverables include: ● End-user training and practice

	• End-user training and practice • Go-live cutover • Issue management and stabilization • Transition to support • Project closeout Key deliverables include: • Scenario-based training • Readiness gate check • Project plan revisions • Go-live cutover and stabilization assistance • Issue management and resolution • Transition to support • Project closeout	• Issue triage and management
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Recommended Product Implementation Order

DISCLAIMER:

- All implementation durations noted below are estimates based on previous implementation projects. Timelines for your implementation of each system will vary based on a number of variables including, but not limited to, data quality, resource availability, and the size/complexity of your operation.
- Routeware’s implementation teams will always prioritize quality over speed and will provide and maintain a detailed project plan based on your particular needs and goals.

1. Data Workshop

Completion Time: 4-12+ weeks depending on data quality and integrity.

- Routeware’s Project Management and Implementation resources in conjunction with Routeware’s data experts will work in collaboration with your project team to acquire the data required for system configuration from your legacy system in its current state.
- Routeware’s data experts will map your data to configure your new system.
- Routeware’s implementation team will work with your project team to validate this data work before and after it’s imported.
- Routeware’s project team will work with your project team to create a “Go-Live data refresh” plan to ensure data is refreshed as close to go-live as possible.

Note: While Routeware can map your data to the new system, Routeware’s ability to “Clean” legacy data is limited. Your resources may be required to make adjustments to data within the legacy system.

2. Customer and Operations Management – Smart City

Implementation Time: Data Validated and Complete + 12 weeks

- Source of truth for all data related to customers and operations.
- These systems will integrate with and/or supply nearly all of the data that additional Routeware products require.
- These systems are the “heaviest lifts” to implement in the Routeware product suite. “It’s all downhill from here.”
- These systems are set up in the image of “How the organization operates today” while keeping potential final state changes to the operation in mind.
 - Routeware recommends not making any unnecessary changes to existing operational processes to avoid undue stress on end users. E.g. If you’re planning to optimize your route

plans and implement on-board computers for drivers as a part of this project, Routeware strongly recommends not implementing both at the same.

- Routeware's Project Managers will assist your operation with planning the best steps for getting from where you are today to your desired final state.

3. Compliance Tracking – Recyclist, Compliance Publishing

Implementation Time: 6-8 weeks

- Implementing Recyclist can technically be done at any time in parallel with other products assuming your implementation resources have enough bandwidth. However, Routeware recommends kicking off the Recyclist implementation following the completion of the Customer and Operations Management system.

4. Customer Communication & Education – ReCollect

Implementation Time: 6-12 weeks depending on modules purchased.

- ReCollect can technically be implemented at any time in parallel with other products assuming your implementation resources have enough bandwidth. However, depending on the ReCollect modules purchased, ReCollect will work in concert with your Customer and Operations Management system and as such Routeware recommends starting the ReCollect Implementation following the Customer and Operations Management system implementation to avoid duplication of effort in the provisioning processes.

Assumptions

- All data to be imported will be provided in the Routeware Inc.-approved .csv, .sql or .xml format, and will not require transformation during the import process.
- The Customer will provide adequate resources and key decision makers required to meet tasks associated with implementation milestones.
- The Routeware Inc. project manager will be the primary contact throughout the project, will coordinate the efforts of implementation consultants and subject matter experts (SMEs) throughout the project, and will establish a cadence of status meetings with the Customer.
- The data import process will validate the integrity of the data, and exceptions provided back to the Customer for resolution prior to final import.

Out of Scope

- Interfaces – No interfaces to 3rd party applications are included in this Scope of Work.
 - If an interface to a 3rd party technology solution is required a secondary SOW will be drafted following process discovery and technical scoping conversations including Routeware, the customer, and the 3rd party technology provider.
- Custom Reports – Reporting is robust across all Routeware Inc. solutions. If you require unique custom reports, those will be scoped separately with an estimate for your consideration.
- Customized development work to any Routeware system.
- Development of non-standard workflows, use cases, or business practices.
- Development of non-standard training documents

SOW Change Order

Changes to a SOW will require a written change order signed by the parties prior to implementation of the changes. Such changes may include, for example, changes to the scope of work and any corresponding changes to the estimated fees and schedule for the performance of the applicable Services. Upon Routeware Inc.'s receipt of a change order request from the Customer, Routeware Inc. will promptly notify the Customer if Routeware Inc. believes that the change order request requires an adjustment to the fees or to the schedule for the performance of the applicable Services. In such an event, the parties will negotiate in good faith a reasonable and equitable adjustment to the fees and/or schedule, as applicable. During such negotiations, Routeware Inc. may continue to perform Services pursuant to the existing SOW and will have no obligation to perform Services pursuant to the change order request unless and until the parties have executed an applicable change order. Any time and materials that are required to evaluate a change order request are billable at Routeware Inc.'s then-current standard rates.

Services Summary

All pricing for the Professional Services described in this Scope of Work is included in the accompanying Order Form(s) #Q-13485. Fees are based on a fixed fee structure and reflect Routeware Inc.'s current understanding of the Customer's business requirements and the anticipated future state of the project. Any changes to this Scope of Work or requests for additional services will require a new SOW and may incur additional charges at Routeware Inc.'s then-current rates. Final acceptance of this SOW will follow the formal quote which includes this document.

☒ **Fixed Fee**

Professional Services	Description	QTY
ReCollect Implementation	Project planning, resource coordination, status reporting, budget, risk and issue management, requirements confirmation, solution configuration, documentation, training, go live assistance, Initial data import	1

Confidentiality Statement

This SOW, including all attachments, copies, and derivatives thereof, is considered Routeware Inc. confidential information, and is subject to all obligations of confidentiality set forth in the Agreement.

ROUTEWARE, INC.

MASTER SALES AND LICENSE AGREEMENT

These Master Sales and License Agreement (MSLA) Terms apply to the Orders by and between City of Pocatello, ID, and Routeware, Inc., commencing upon execution of Routeware Order Q-13485 and include mutually agreed-upon revisions to certain Sections.

1. DEFINITIONS

The definitions of terms set forth in the Order are incorporated by reference herein. In addition, the following terms shall have the following meanings in the Order and in all Incorporated Agreements.

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity.

"Company" Routeware, Inc. and its subsidiaries.

"Company Content" means any Intellectual Property created, acquired, or licensed by Company and included in the Company Platform and/or the Services, other than Customer Content.

"Company Materials" means the Company Platform, the Company Content, the Company Systems and any and all other information, data, documents, materials, works and other content, devices, methods, processes, hardware, software and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans or reports, that are provided or used by Company in connection with the Services or otherwise comprise or relate to the Services, the Company Platform or the Company Systems. For the avoidance of doubt, Company Materials do not include Customer Content.

"Company Platform" means Company's mobile phone applications, web widgets, back-office administration dashboard, APIs and any third-party or other software that Company provides remote access to, or a license to use, as part of the Services, and all new versions, updates, revisions, improvements and modifications of the foregoing.

"Control" for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Confidential Information" has the meaning set forth in Section 10.

"Data Sets" mean digital data set(s) including, but not limited to, geographic, vector data coordinates, raster, or associated tabular attributes in Software compatible format(s) supplied by Company or as part of Third-Party Products.

"Designated Computer System" means a computer system and/or central processing units with associated network and licensed users, as set forth in the Order.

"Dispute" has the meaning set forth in Section 10.11.

"Documentation" means user guides, user manuals, specifications, and other documentation provided by Company as such documentation may from time to time be amended or modified by Company.

"Effective Date" means the date of Customer Signature or issuance of Purchase Order and Acceptance of the MSLA.

"Fees" means the amounts due for all Products and Services under the Order.

"Hardware" means all items designated in the Order as "Hardware."

"License Period" means the period listed on the Order, and any period of renewal (which shall be automatically renewing periods equivalent in length to the period listed on the Order), or, if no such period is stated on the Order, for automatically renewing periods of one (1) year started from the Effective Date.

"MSLA" means this Master Sales and License Agreement.

"Order" means the order to which this MSLA and any other Incorporated Agreements are incorporated by reference.

"Products" means Hardware and Software.

"RMA" means Return Merchandise Authorization, as described for the evaluation process for malfunctioning

equipment in Section 7.3.

“Services” means all items designated in the Order as “Services” and “Support.”

“Software” means all items designated in the Order as “Software” or “Company Platform” and includes all Updates.

“Support” means all items designated as “Support” in the Order.

“Taxes” has the meaning set forth in Section 2.3.

“Third-Party Products” means hardware and software sold by Company that is manufactured, developed or made available by other companies and distributed by Company for use in conjunction with the Products, including but not limited to products from Microsoft, Google, and open source or “free” software. **“Third-Party Terms”** has the meaning set forth in Section 4.

“Updates” are subsequent releases of Software which Company 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 Company’s sole discretion) for which Company charges a separate fee. Updates are provided as and when available (as determined by Company) and may not include all previously available supported features. Company develops Updates in its discretion and has no obligation to develop any specific feature or functionality.

2. GENERAL ORDERING PROCESS AND PAYMENT

2.1 Delivery. Company will use reasonable efforts to meet the delivery dates for Products and Services that are specified in the Order. All Product shipments are delivered F.O.B. to Company’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 installment shall not relieve the Customer of its obligation to pay for Products or Services provided by Company or accept remaining deliveries of Product.

2.2 Payment Terms. Payments are invoiced and paid in accordance with the payment terms described in the Order.

2.3 Taxes and Duties. Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, but not limited to, any sales, value added or goods and services tax, or other governmental charges or tariffs imposed or payable in connection with the rights granted to Customer under this Agreement, or in connection with the payment of Fees (collectively, “Taxes”). Customer is responsible for paying all Taxes associated with its purchases hereunder. If Company has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, Company will invoice Customer and Customer will pay that amount, unless Customer provides Company with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Company is solely responsible for taxes assessable against it based on its income, property and employees.

2.4 Price Adjustment. Beginning on the one-year anniversary of the Effective Date, Company may, upon thirty (30) calendar days’ prior notice to Customer, prospectively increase any Fees.

2.5 Suspension of Services. If any amount owed by Customer under this or any other agreement for Products or Services is thirty (30) days or more overdue, Company may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full.

3. SOFTWARE LICENSES; SUPPORT

3.1 License. Subject to the provisions of the Agreement (including any geographical or location restrictions set forth in the Order), subject to the Customer’s payment of the Fees described in the Order, Company grants a limited, personal, non-transferrable, non-sublicensable, non-exclusive license during the License Period (which can be for a period certain or perpetual) to Customer:

- (a) To operate the Software, if any, Data Sets, if any, and Products, and use the Services for Customer’s

internal purposes as set forth and subject to the limitations in the Order, in accordance with the Documentation.

(b) To operate the Software, if any, on up to the number of trucks or users authorized on the Order, in accordance with the Documentation. Under no circumstances may Customer load Software on hardware (including computers and peripherals) that is not sold or certified and approved by Company.

(c) To use the Documentation in connection with the licenses described in this Section 3 subsections (a) and (b).

(d) The Products and/or Services may contain functionality that uses anonymized customer data. Customer agrees that their anonymized data will be used in the Company's Products and/or Services.

3.2 Period of License. The license described in Section 3.1 will continue in force for the License Period, subject to, in the case of a subscription, either party electing against renewal or requesting reduction of any product by notifying the other party in writing at least ninety (90) days prior to the end of the then-current License Period. Such notice must be provided on Customer's company letterhead, include the date of the notice, applicable products and quantity, signed by an authorized party, and may be submitted electronically.

3.3 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 (except to the extent required by law or as necessary for interoperability purposes as required under terms and conditions required by the providers of Third-Party Products);

(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;

(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;

(h) if the Order sets forth a Designated Computer System, use the Software on a computer system other than a Designated Computer System; 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;

(i) create any software that competes with the Software or provides substantially the same functions as the Software; or

(j) use the Software in a country other than as indicated in the Order. 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, Company grants Customer no other right, title or interest in any Software.

4. THIRD PARTY PRODUCTS. Third-Party Products may be subject to additional license terms and restrictions ("Third-Party Terms"), which Company will make available to Customer as required by the suppliers of such Third-

Party Products. In the event of a conflict between the terms of this Agreement and any Third-Party Terms, the Third-Party Terms shall control to the extent of the conflict. Company 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 Products 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. AUDITS. During the term of the Agreement and for a period of one (1) year thereafter, Company 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 the Agreement. The audit will include at a minimum Company having access to all Software, Hardware, Documentation and related Customer equipment (including all servers and personal computers that contain Software, and any hardware that contains Software). 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 fifteen (15) days' prior written notice to Customer. The audit will be conducted virtually or onsite at the Customer's premises, at Company'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 Company the amount of that underpayment and, in addition, will:

- (1) reimburse Company's reasonable and actual costs for that audit and
- (2) be subject to legal remedies available to Company for Customer's breach of the Agreement.

6. INTELLECTUAL PROPERTY RIGHTS. Title to the Company Materials (excluding any Customer Content incorporated therein) shall at all times remain with Company or its third-party licensors as applicable. Customer acknowledges that the Services and the Company Materials are proprietary to Company and that all rights thereto are owned by Company or its third-party licensors as applicable. The Customer further acknowledges that the Company Materials contain trade secrets of Company and that the Company Materials are protected by U.S., Canadian and international copyright and other Intellectual Property Laws and treaties. Under no circumstances will a copy of any software comprising the Company Platform be provided to the Customer. The Customer shall not reverse engineer or directly or indirectly allow or cause a third party to reverse engineer the whole or any part of the Company Platform.

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 Hardware and Software Warranties.

- (a) Subject to the exceptions listed below in part (b), Company warrants:
 - (i) that the Hardware, if applicable, 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 (1) year from the date of initial shipment (the "Hardware Warranty Period"). Customer may purchase renewals of the Hardware Warranty Period, if applicable, through extended service plans made available by Company in its discretion. Following the end of the Hardware Warranty Period, if applicable, Company will have no further obligation to repair or support the applicable Hardware; and
 - (ii) that the Software will be free from material defects and workmanship and will operate in all material respects in substantial conformance with the Documentation (the "Software Warranty")

for a period of ninety (90) days from the date of delivery of the Software (the "Software Warranty Period"). Following the ninety (90) day Software Warranty Period all software performance issues are governed by the Service Level Agreement.

(b) Company's entire liability and Customer's exclusive remedy for any reported breach of the Hardware Warranty, if applicable, or Software Warranty will be repair or replacement of the defective Product within thirty (30) days of the written notice of the defective Product by the Customer, including, for Hardware, within 30 days after the receipt of the Hardware by Company from Customer and verification of the defect. If Company cannot repair or replace the defective Software during the Software Warranty Period, Company will refund all amounts paid by Customer for the defective Software and Company can terminate the Agreement. All claims must be received by Company promptly upon discovery of any defect, and in no event after expiration of the applicable Warranty Period. The foregoing Hardware, if applicable, 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 the Documentation;
- (iii) input errors, data conversion errors or other such errors, such as Customer's failure to sequence route stops independently or through a Company professional services agreement;
- (iv) any change made to the Product by Customer without Company's written approval;
- (v) any defect, limitation or incompatibility in any equipment or other component installed by Customer;
- (vi) any accident, catastrophe, act of God, or interruption or fluctuation in electrical power supplies;
- (vii) any material change in Customer's business or in the operating conditions under which the Product is used;
- (viii) translations; or
- (ix) Third-Party Products.

7.3 Return Merchandise Authorization. If Customer experiences the failure of any Customer-owned Hardware no longer covered under the Hardware Warranty, Customer may notify Technical Support to attempt to diagnose and resolve any issues via online and/or phone communication with the Customer. If the issue is not resolved, Customer will be forwarded an RMA Request Form with full instructions to complete and return the hardware to the Company's RMA Department for evaluation and verification of any malfunction. If hardware is not received by the RMA Department, or if Customer fails to respond to any subsequent questions or communications regarding the RMA within thirty (30) days, the RMA will be closed. A new RMA Request Form will be required should the Customer wish to pursue RMA evaluation in the future.

Once the hardware covered by the RMA is received by the RMA Department, the hardware will be evaluated, and Customer will be provided one or more of the following options:

- (a) No malfunction or issue detected. Device performed correctly and will be returned to Customer.
- (b) Issue confirmed. Cost estimate to repair will be provided to Customer. Upon Customer approval, device will be repaired, tested and returned to Customer.
- (c) Issue confirmed. Beyond repair, recommendation to replace at Customer cost will be provided. Device will be recycled by Company or returned unrepared to Customer upon Customer decision.

7.4 Disclaimer. THE WARRANTIES OF SECTION 7.2 ARE THE EXCLUSIVE WARRANTIES OFFERED BY COMPANY AND COMPANY MAKES NO 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, SUITABILITY AND THOSE THAT ARISE FROM ANY COURSE OF DEALING OR COURSE OF PERFORMANCE, ARE HEREBY DISCLAIMED.

8. INDEMNIFICATION AND LIMITATION OF LIABILITY

8.1 Company, at its sole expense, agrees to defend and indemnify Customer against any third party claim that Customer's use of the Products, as delivered by Company to Customer and used in accordance with this Agreement and the Documentation, directly infringes a third party copyright, patent issued by the U.S. Patent and Trademark Office, or misappropriates a trade secret, provided that: (i) Customer notifies Company in writing within thirty (30) days of the claim; (ii) Company has sole control of the defense and all related settlement negotiations, as long as such settlement shall not include a financial obligation on Customer; and (iii) Customer provides Company with the information, assistance and authority to enable Company to perform Company's obligations under this Section. In any action based on claim of infringement, Company may, at its option and own expense and as its entire obligation to Customer with respect to such claims, either: (1) procure the right for Customer to continue using the Products in accordance with the provisions of this Agreement; (2) make such alterations, modifications or adjustments to the Products so that the infringing Product becomes non-infringing without incurring a material diminution in performance or function; (3) replace the Product with a non-infringing substantially similar substitute; or (4) if neither (1), (2), nor (3) can be achieved after the exercise of commercially reasonable efforts, either Party may terminate the Agreement for the affected Product and Company shall issue a refund to Customer for any prepaid but unused fees. Company shall have no liability or obligations for an infringement claim pursuant to this Section to the extent that it results from: (a) modifications to the Products made by a party other than Company, if the claim would not have occurred but for such modifications; (b) the combination, operation or use of the Products with non-Company equipment, devices, products or data, unless the claim would not have occurred but for the use of the Product in the combination, operation or use; (c) the use of an unsupported version of the Product; (d) use of the Product outside the scope of this Agreement or the documentation; (e) Company's use of any designs, plans, instructions, specifications, diagrams or the like, provided by Customer; or (f) Customer's failure to use all applicable enhancements and upgrades to the Products made available to Customer by Company, if the claim would not have occurred but for such failure. Nothing in this provision shall be construed as a limitation on Customer's ability to retain legal counsel at its own expense to monitor the proceedings.

8.2 Customer agrees to hold Company harmless from and against any and all claims that Company may incur based upon data provided by Customer to Company, directly infringes a third-party copyright, patent issued by the U.S. Patent and Trademark Office, or misappropriates a trade secret.

8.3 INDIRECT DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT WITH RESPECT TO THE FAILURE TO PAY AMOUNTS PROPERLY OWED, BREACHES OF CONFIDENTIALITY, INDEMNITY OBLIGATIONS OR VIOLATIONS OF COMPANY'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, LOST DATA AND ANY OTHER INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES), WHETHER FORESEEABLE OR NOT AND WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.4 TOTAL LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT WITH RESPECT TO THE FAILURE TO PAY AMOUNTS PROPERLY OWED, BREACHES OF CONFIDENTIALITY, INDEMNITY OBLIGATIONS OR VIOLATIONS OF COMPANY'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 COMPANY IN THE 12 MONTHS PRIOR TO THE EVENT THAT GAVE RISE TO LIABILITY. EXCEPT WITH RESPECT TO THE FAILURE TO PAY AMOUNTS PROPERLY OWED, BREACHES OF CONFIDENTIALITY, INDEMNITY OBLIGATIONS OR VIOLATIONS OF COMPANY'S INTELLECTUAL PROPERTY RIGHTS, NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS UNDER THIS AGREEMENT MAY BE BROUGHT BY EITHER PARTY HERETO MORE THAN TWO YEARS AFTER THE CAUSE OF ACTION HAS OCCURRED.

8.5 ALLOCATION OF RISK. 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. The Agreement begins on the Effective Date and continues until terminated pursuant to this Section 9.

9.2 Termination Rights. The Agreement (including any of the Incorporated Agreements) may only be terminated as follows:

- (a) by mutual, written agreement of the parties;
- (b) by either party if the other party materially breaches the Agreement, and does not cure the breach within 30 days after receiving written notice from the non-breaching party;
- (c) at the end of the last active License Period pursuant to Section 3.2;
- (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 sixty (60) days.
- (e) Fiscal Funding Out. In the event no funds or insufficient funds are appropriated by the Customer's City in any fiscal period for any payments due hereunder, Customer will notify Company of such occurrence in writing at least sixty (60) days prior to the end of the then-current fiscal period, including documentation of defunding from the entity, and the Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the Customer of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds have been appropriated.

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 and delete or return to Company all copies of Software in Customer's possession;
- (b) all other rights and obligations immediately cease, except that Sections 2.2, 3.3, 5, 7.3, 8, 9.3, and 10 of the MSLA, and Sections 5.1, 6, 7, 8, 9, and 10 of the Professional Services Agreement (if the PSA is an Incorporated Agreement) 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 Company any undisputed amounts still outstanding. For clarity, undisputed amounts include all payments owed by Customer during the entire term of the Agreement.

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 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 thirty (30) days after disclosure. Notwithstanding the foregoing, all pricing, Documentation and Software are Company 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 was obtained lawfully;
- (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, or as required by law, 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.

10.2 Notwithstanding anything contained herein to the contrary, the parties acknowledge that if the Customer is a government entity and subject to the Federal Freedom of Information Act, the Customer shall not be responsible to the Vendor for any disclosure of Confidential Information pursuant to the Act or pursuant to official public records act laws, rules, regulations, instructions or other legal requirement.

10.3 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 ten (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.

10.4 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.

10.5 Insurance. Each party will maintain, at its own expense during the term of this Agreement, insurance appropriate to its obligations under this Agreement, including as applicable general commercial liability, errors and omissions, employer liability, automobile insurance, and worker's compensation insurance as required by applicable law.

10.6 Customer Responsibility. Customer is solely responsible under the Agreement for all actions of its officers,

directors, employees and contractors. Customer is solely responsible for the use of the Software, including but not limited to: assuring proper installation and configuration (if not installed and configured by Company); audit controls and methods; establishing adequate backup plans; converting data to and from the data structures used by the Software; assuring adequate data input and retrieval; and using the Software as set forth in the Documentation. Company is not responsible for any loss of data by Customer resulting from improper conversion Customer's data to or from the data formats and data structures used by the Software. Customer has sole responsibility for the accuracy, quality, integrity, reliability and appropriateness of all Customer data. Customer is solely responsible to prevent unauthorized access to, or use of, Products or Services hereunder, and will notify Company promptly of any such unauthorized access or use. Customer will comply with all applicable laws in its use of Products and Services hereunder.

10.7 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, flood, labor disputes and strikes, riots, war, pandemics, telecommunications failures (including any systemic Internet failures and any interruptions in services of internet service providers), 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.

10.8 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.

A license transfer fee may be assessed by Company in the event of Customer acquisition/change in control.

10.9 Changes & Waivers. Company reserves the right to change the terms and conditions of this Agreement at any time. 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.

10.10 Governing Law. The laws of the State of Idaho, without regard to conflict of laws rules, govern the interpretation and enforcement of this Agreement. Notwithstanding anything to the contrary in this Section 10.10, no disputes between the parties shall be brought by either party in the state's small claims courts.

10.11 Dispute Resolution.

- (a) The parties desire to resolve certain disputes, controversies and claims arising out of this Agreement without litigation. Accordingly, the parties agree to use the following alternative dispute procedure as their initial recourse with respect to any dispute, controversy or claim arising out of or relating to this Agreement or its breach. The term "Dispute" means any dispute, controversy or claim to be resolved in accordance with this dispute resolution procedure.
- (b) At the written request of a party, each party shall appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any Dispute. These negotiations shall be conducted by non-lawyer, business representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures, such as mediation, to assist in the negotiations.

(c) If the negotiations do not resolve the Dispute within ten (10) business days of their commencement or such negotiations do not commence within seven (7) days of request by the other party in writing, then either party shall be free to pursue all rights and remedies as set forth in this Section 10.11.

(d) Any and all controversies, claims, or disputes arising out of this Agreement, including any breach of this Agreement, shall be subject to binding arbitration and pursuant to Idaho 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 Idaho, and Idaho State law shall apply. The arbitrator shall have no authority to award any punitive, exemplary, special or consequential damages of any kind. 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.

10.12 Attorney Fees. The prevailing party in any arbitration or 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.

10.13 Conflicts. 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.

10.14 Notices. Unless stated otherwise, all notices, consents and approvals under this Agreement must be delivered in writing by courier, by facsimile, by email 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 10.14. Customer is responsible for providing Company with its complete and accurate billing and contact information and notifying Company of any changes to such information.

10.15 Counterparts. The 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 electronic signature or facsimile and such execution and delivery will have the same force and effect of an original document with original signatures.

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

10.17 Export Compliance. The Products may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied- party list. Neither party will access or use any Products or Confidential Information provided to it hereunder in a U.S.-embargoed country or region (currently the Crimea region, Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or governmental regulation.

10.18 Anti-Corruption. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

10.19 No Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

10.20 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 that conflict with the terms of the Agreement or the Order will have no effect and are hereby rejected.

- 11. STATE OF IDAHO REQUIREMENTS:** The following provision(s) are required by the State of Idaho. The inclusion of these provision(s) in this Agreement does not indicate City's support or opposition to these provision(s) nor agreement by City that these clause(s) are relevant to the subject matter of this Agreement. Rather, these provision(s) are included solely to comply with the laws of the State of Idaho.

11.1 Anti-Boycott Israel Act: Company certifies that it is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of goods or services from Israel or territories under Israel's control. The terms "company" and "boycott Israel" shall have the meanings ascribed to them in Idaho Code § 67-2346.

11.2 Ownership or Operation by China: Company certifies that it is not a company currently owned or operated by the government of China and will not for the duration of this Agreement be owned or operated by the government of China. The terms "company" and "government of China" shall have the meanings ascribed to them in Idaho Code § 67-2359.

11.3 No Public Funds for Abortion Act (NPFAA): Company certifies that it is not, and will not for the duration of this Agreement become, an abortion provider or an affiliate of an abortion provider, as those terms are defined in the "No Public Funds for Abortion Act," Idaho Code §§ 18-8701.