TT FASTER LLC ADDITIONAL TERMS AND CONDITIONS

TT FASTER LLC, dba *FASTER* Asset Solutions, hereinafter referred to as *"FASTER,"* and the City of Delray Beach, FL, hereinafter referred to as "Customer," agree to the following terms and conditions detailed below and in the attached Schedules A-E (collectively, the "Additional Terms"), as modified by the Master Contractor/Services agreement entered into by and between *FASTER* and Customer, as follow:

Schedule A: Statement of Work
Schedule B: Software Upgrades & Support Agreement
Schedule C: Software License Agreement
Schedule D: Cloud Service Level Agreement (SLA)
Schedule E: Pricing & Payment Terms

FASTER and Customer agree that any conflict between the terms and conditions of the Master Contractor/Services Agreement, the Customer's purchase order terms and conditions, and these Additional Terms, the documents will govern in the following order of precedent:

a. The Master Contractor/Services Agreement.
b. Customer's purchase order terms and conditions.
c. These Additional Terms.

1. *FASTER* Web and Custom Deliverables:

a. These Additional Terms may have custom deliverables, which are distinct and separate from *FASTER* Web. Custom deliverables, if any, will be listed in the Pricing & Payment Terms, attached as Schedule E. There are also several add-on products to *FASTER* Web that may be identified in Schedule E and licensed separately.

Whatever add-ons, custom deliverables and converted data are listed in Schedule E as work product will be deployed together through a "Soft Go-Live" instance. If there is additional work product that is to be delivered separately (after the initial Go-Live) that will be specifically listed in Schedule E. The Soft Go-Live instance is tested in the *FASTER* datacenter and then deployed to Customer's single environment that serves as Customer's test environment during the implementation and will become the production environment upon Go-Live. This permits Customer to perform whatever tests it deems necessary in the later environment to which it will have access. Customer having one environment through the life of the implementation that will be promoted to the production environment is a critical aspect of quality control that is a distinctly important part of the *FASTER* Web implementation process.

b. Integrations & Business Intelligence Work Approvals & Testing:

All solutions, processes, and custom deliverables will be documented in the Statement of Work, which will be confirmed by both parties at the time of project kickoff.

• Post project kickoff change orders will be documented in writing and signed by both parties to confirm   agreement.

Data Conversion Testing:

If data conversion services are included in Schedule E, the following will apply:

     i.   *FASTER* will perform data validation testing.

    ii.   *FASTER* will ensure the accuracy of the data *FASTER* loads into Customer's *FASTER* Web database against the data provided by Customer.

   iii.   *FASTER* will confirm Customer's converted data meets the business rules of *FASTER* Web.

   iv.   Once *FASTER* has completed data validation testing internally, *FASTER* will provide Customer a Soft Go-Live copy of the database that contains the data *FASTER* loaded.

    v.   Customer may, at its discretion, perform any due diligence it deems necessary to validate this data.

   vi.   *FASTER* will provide data validation test cases for Customer to use free of charge.

  vii.   Any data defects Customer finds and reports during its Soft Go Live Data Conversion Testing that are the result of *FASTER's* work will be corrected by *FASTER* at no charge to Customer.

2. Taxes

Prices and fees are exclusive of all federal, state, municipal, or other government, excise, sales, use, occupational, or like taxes now in force or enacted in the future and, therefore, prices are subject to an increase equal in amount to any tax *FASTER* may be required to collect, or pay, upon the sale or delivery of items purchased or licensed. If a certificate of exemption, or similar document, is available to exempt the sale from sales or use tax liability, Customer will provide *FASTER* with a copy of such certificate or document.

3. Proprietary Rights of *FASTER*

a. Nature of Rights and Title: Customer recognizes that all computer programs, system documentation, and other materials supplied by *FASTER* to Customer are subject to the proprietary rights of *FASTER*. Customer agrees that the programs, documentation, and all information or data supplied by *FASTER*, in machine-readable form are trade secrets of *FASTER*, are very valuable to *FASTER*, and that their use and disclosure must be controlled. *FASTER* recognizes and acknowledges Customer is subject to Florida Public Records laws.

Title: *FASTER* retains title to and all intellectual property rights to all programs, documentation, information or data furnished by *FASTER*. Customer retains rights to the asset data related to its property, which is housed within the MSSQL database. Other aspects of that MSSQL database, such as database structure and database objects remain the proprietary property of *FASTER*.

Customer shall keep each and every item to which *FASTER* retains title free and clear of all claims, liens and encumbrances except those of *FASTER*. Any act of Customer, voluntary or involuntary, purporting to create a claim, lien, or encumbrance on such an item shall be void.

b. Restrictions on Customer Use: The computer programs and other items supplied by *FASTER* hereunder are for the sole use of Customer and Customer's employees/agents.

i. Competitive Uses: Customer agrees that it will not directly or indirectly lease, license, sell, offer, negotiate, or contract to provide any software similar to that supplied hereunder to any third party. This clause, however, will not prohibit Customer from acquiring, for its own use, software from third parties. Customer agrees that it will not:

1. Copy or duplicate, or permit anyone else to copy or duplicate, any physical or electronic version of the programs, databases, documentation, or information furnished by *FASTER* (other than for internal backup purposes and to comply with Florida Public Records laws).

2. Create or attempt to create, or permit others to create or attempt to create, by reverse engineering or object program or otherwise, the source programs, or any part thereof, from the object program or from other information made available under this Agreement (whether oral, written, tangible, or intangible). Customer may copy for its own use, including, but not limited to compliance with Florida Public Records laws, documentation and any other materials provided by *FASTER*.

3. Modify or permit others to modify the system's database structure. Any such modifications will void *FASTER's* warranties and *FASTER's* obligation to provide Software Upgrades and Support pursuant to Schedule B.

ii. Demonstrations. Due to the proprietary nature of *FASTER* Web, Customer agrees not to demonstrate or show *FASTER* Web to any competitors, or consultants that work with competitors, of *FASTER*.

c. Transfer/Expansion of Rights

Customer's rights to use the programs, documentation, and other materials supplied by *FASTER* under this Agreement shall not be assigned, licensed, or transferred to a successor, affiliate or any other person, firm, corporation, or organization voluntarily, by operation of law, or in any other manner without the prior written consent of *FASTER*, which shall not be unreasonably withheld.

d. Equitable Relief

If Customer attempts to use, copy, license, or convey the items supplied by *FASTER* hereunder in a manner contrary to the terms of these Additional Terms or in competition with *FASTER* or in derogation of *FASTER's* proprietary rights, whether these rights are explicitly herein stated, determined by law, or otherwise, *FASTER* may, in addition to other remedies available to it, seek equitable relief enjoining such action.

e. Binding Effect & Definitions

Customer agrees that these Additional Terms bind the named Customer and each of its employees, agents, representatives, and persons associated with it. These Additional Terms further bind each affiliated organization and any person, firm, corporation, or other organization with which Customer may enter a joint venture or other cooperative enterprise. The term employee means individual on whose behalf Customer withholds income taxes or makes contributions under the federal insurance contributions act or similar statutes in other nations.

5. Omitted.

6. Omitted.

7. Confidential Information

   "**Confidential Information**" means any software provided by *FASTER* to Customer under these Additional Terms , the logon identifiers and passwords provided to Customer and its authorized users, materials marked confidential by Customer or *FASTER* and any other information conveyed under these Additional Terms in writing or orally that is designated confidential or by the circumstances in which it is provided reasonably would be considered confidential. Each party acknowledges and agrees that: (a) the Confidential Information constitutes trade secrets of the party owning such Confidential Information; (b) it will use Confidential Information of the other party solely in accordance with the provisions of these Additional Terms ; and (c) it will not disclose, or permit to be disclosed, the Confidential Information of the other party to any third party without the disclosing party's prior written consent, subject to compliance of Florida Public Records laws. Each party will take all reasonable precautions necessary to safeguard the confidentiality of the other party's Confidential Information including, at a minimum, those precautions taken by a party to protect its own Confidential Information of a similar nature, which will in no event be less than a reasonable degree of care. Confidential Information will not include information that is: (a) publicly available through no fault of the receiving party; (b) already in the other party's possession and not subject to a confidentiality obligation; (c) obtained by the other party from any source without breach of any obligation of confidentiality; or (d) independently developed by the other party without reference to the disclosing party's Confidential Information. Either party may disclose such Confidential Information as is required to be disclosed by order of a court or other governmental entity, or as required by Florida Public Records laws, provided reasonable notice is given to the party owning such Confidential Information so that such party may challenge the disclosure or obtain a protective order or other equitable relief. The obligations in this section as to Confidential Information shall continue for a period of five years following termination of this Agreement, including all renewal terms**.**

8. Term and Termination

   The Term and Termination of these Additional Terms are defined in the Master Contractor/Services Agreement.

9. General

   a. Additional Terms Modifications

      These Additional Terms can be modified only by a written agreement duly executed by persons authorized to sign agreements on behalf of Customer and of *FASTER*..

   b. Omitted.

   c. Omitted.

   d. Severability

      If any provision or provisions of these Additional Terms shall be held to be invalid, illegal, or non-enforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

e. Force Majeure

Neither party shall be liable in damages or have the right to terminate these Additional Terms for any delay or default in performing hereunder if the delay or default is caused by conditions beyond its control including, but not limited to, Acts of God, government restrictions, wars, insurrections, pandemics or any other causes beyond the reasonable control of the party whose performance is affected.

f. Omitted.

g. Asset   Count

FASTER reserves the right to periodically and reasonably confirm Customer's Standard Active Asset and Non-Standard Active Asset counts. Customer will reasonably cooperate with *FASTER* in the asset count confirmation process. Should those counts exceed the number of active assets licensed by Customer, *FASTER* reserves the right to either remove those excess assets or request to amend the Customer's Statement of Work (SOW) to include those excess assets.

h. Omitted.

i. Omitted.

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IN WITNESS WHEREOF, the Customer and *FASTER* executed these Additional Terms.

ATTEST: CUSTOMER/**CITY OF DELRAY BEACH**

By: _____
_____
Katerri Johnson, City Clerk   Thomas F. Carney, Jr., Mayor

Approved as to form and legal sufficiency:

_____
Lynn Gelin, City Attorney

                                                          FASTER

                                                          By: _____

                                                          Print Name: _____

                                                          Title: _____

STATE OF _____
COUNTY OF _____

          The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20__, by _____ (name of person), as _____ (type of authority) for _____ (name of party on behalf of whom instrument was executed).

Personally known ___ OR Produced Identification ___
Type of Identification Produced _____

                                                          _____
                                                          Notary Public – State of _____

Schedule A: Statement of Work

1. SERVICES
   a. Orders for Services.
      a. *FASTER* will provide and make the Services available to Customer in accordance with the terms and conditions of the Master Contractor/Services Agreement, Customer Purchase Orders, and these Additional Terms.
      b. In the event of a conflict between the Master Contractor/Services Agreement, Customer Purchase Orders, and these Additional Terms, the documents will govern in the following order of precedent:
         1. The Master Contractor/Services Agreement.
         2. Customer's purchase order terms and conditions.
         3. These Additional Terms.
   b. Professional Services.
      a. If specified in an Order, *FASTER* will provide Professional Services to Customer in accordance with these Additional Terms.
         1. Data Extraction Support Services – optional add on service to support Customer with data extraction, mapping, and database population from existing database to *FASTER* Web MSSQL staging database.
      b. *FASTER* will own any improvements, enhancements, configurations, or other derivative works to the Cloud Services made by *FASTER* in connection with the Professional Services.
   c. Training Services.
      a. *FASTER* shall provide training services via live, instructor led web-based internet sessions, live in person sessions, and via collateral materials for self-directed customer training. All training options shall include the instructional materials provided.
      b. Training may include some or all of the following training; supervisory and administrative functions, technicians, train the trainer, operators, and other identified customer representatives.
      c. All quotes for training options and/or combinations will be delivered in writing and only executed with Customer's authorized signature. Onsite training is recommended at key intervals based on customer need and/or deployment complexity. *FASTER* will provide quotes for onsite training as requested and/or as recommended at *FASTER's* then-current rates (unless specified in an Order. otherwise) plus travel expenses, which include airfare, ground transportation, parking, lodging, per diem, and administrative expenses.
   d. Implementation/Configuration Services.
      a. *FASTER* shall provide Customer with account setup information within fourteen (14) days of the effective date of Order.
      b. To permit *FASTER* to perform historical data import, Customer shall provide *FASTER* with any requested configuration information and a copy of the Customer *FASTER* Win database and/or other external database as applicable. This typically is provided within twenty (20) business days of the applicable Order's effective date, or at a date mutually agreed upon within the project plan.
   e. Custom Work
      a. This Agreement may have custom work product, which is distinct and separate from the *FASTER* Web services and software. Custom work, if any, will be listed in Schedule E, or within a subsequent order document.

b. There are also several software products that are licensed separately. Therefore, if the product is not specifically listed in Schedule E, no license rights are conveyed.

2. PROJECT MANAGEMENT.
    a. Project Managers.
        a. Each party shall, throughout the Term, maintain within its organization a project manager to serve as such party's primary point of contact for day-to-day communications, consultation, and decision-making regarding the Services.
        b. Each such project manager shall be responsible for providing all day-to-day consents and approvals on behalf of such party under these Additional Terms.
        c. Customer's project manager will assist with scheduling and coordinating training sessions and other requests Customer may have for the Services.
        d. Each party shall ensure its project manager has the requisite organizational authority, skill, experience, and other qualifications to perform in such capacity.
    b. Delays in Performance.
        a. *FASTER* shall not be deemed in breach of its obligations under these Additional Terms or otherwise liable if *FASTER's* performance of its obligations under these Additional Terms is prevented or delayed by the unavailability of Customer's data, to include, but not be limited to, an existing *FASTER* Win database or other existing database.
        b. Additionally, *FASTER* will not be considered in breach of its obligations due to Customer delays with respect to configuration decisions, training scheduling, assigned project task completion, differences in the descriptions of the fleet as provided by Customer, or any other act or omission of Customer, its project manager, or any other of its agents, subcontractors, consultants or employees.
        c. *FASTER's* obligation to perform will be extended by the same number of days as Customer's contingent action is delayed plus additional coordination time that results from these delays, as agreed upon by the parties.
        d. *FASTER* will always work to minimize delays and partner with the Customer to address solutions if and when these situations occur.

3. *FASTER* Web Application
    a. One instance of the *FASTER* Web application with one database is included.
    b. Unlimited user access (named accounts) is included.
    c. *FASTER* Fleet Management Dashboard includes 8 Key Performance Indicator (KPI) Charts, as Module landing page charts.
    d. MODULES
        a. Assets
        b. Inventory
        c. Maintenance
        d. Fuel
        e. Accounting
        f. Vendors
        g. Reports
    e. Technician Workstation
    f. Customer Portal

4. SELECTED (OPTIONAL) SOFTWARE COMPONENTS
    a. Selected software add-on components as indicated in the Order.
    b. Selected components are not included in the standard *FASTER* Web Application and are priced separately for initial and ongoing recurring fees.

5. Application Programming Interface (API) (OPTIONS)

a. Communication protocol that allows communication between *FASTER* Web and specifically identified application. Includes all required definitions and protocols to communicate with external application as identified. Includes updates to the API if required due to definition or protocol changes.

    a. Integrations Web Service API to retrieve, create, update, and delete API data is included with any purchased API. The Integrations Web Service returns setting values from the integration console and captures the execution history by status.

    b. Health Web Service API included with any purchased API option. Confirms user authentication and communication success, and provides diagnostics information for troubleshooting communication activity.

b. Maintenance Repair API
    a. Retrieve work order and direct charge repair information from *FASTER* Web

c. Asset Alerts API
    a. Retrieving and creating alerts from telematics vendor for assets in *FASTER* Web once per hour.
    b. Create one or more alerts for an asset or a collection of alerts for an asset in *FASTER* Web.

d. Asset Locations Web Service API
    a. Create GPS location record for an Asset in *FASTER* Web from an external automated vehicle location/GPS vendor.
    b. One or more new location records are created once per hour per asset.

e. Inventory Orders and Invoices API
    a. Import invoices into *FASTER* Web based on received date
    b. Import orders and line items by status and date
    c. Import orders and line items by Vendor Name, Vendor Code, and Purchase Order Number
    d. Create orders and order lime items (optional parameter)
    e. Deletes orders and order line items.

f. Inventory Item Request Web Service API
    a. Retrieve item requests and create item request messages.
    b. Item requests include Storeroom, Begin and/or End Date and Offset
    c. Item Request Messages for technician include Item Request Identifier (unique), Message Subject, Message Body

g. Asset Meter Readings Web Service API
    a. Create meter readings for each asset in *FASTER* Web daily per asset from external vendor data feed.

h. Purchase Orders Web Service API
    a. Import one or more Purchase Orders that match the given Vendor Names, Vendor Codes and Purchase Order Numbers.
    b. Create one or more purchase orders and budget line items for purchase orders.

i. Process Billing Automation Web Service API
    a. Auto create date specific billing statement in *FASTER* Web

j. Asset Birth Certificate Web Service API
    a. Retrieves and updates Assets in *FASTER* Web.
    b. Parameters include current Asset Status, date, VinSerial, License, Asset Number, and Organization.

6. Integrations (OPTIONS)
    a. Asset Alerts Import
        a. Import telematics alerts such as, but not limited to, Diagnostic Trouble Codes (DTC), fault codes, inspection comments from external vendors.

b. Asset Locations Import
    a. Latitude and longitude GPS data points imported from Automated Vehicle Locator system and displayed on *FASTER* Web's map
    b. Fixed location and ignition status at time of import to be used to track parked vehicle locations.
    c. Requires vendor provided flat file that contains all required data or *FASTER Web* can fetch data via an APIs using SOAP-based web services or RESTful-based APIs
c. Asset Meter Readings Import
    a. Import cumulative asset meter readings available from vendor into *FASTER* Web.
    b. Supported meter types that may be imported include Miles, Hours, PTO, Engine Idle Hours, etc.
    c. *FASTER* Web can fetch meter data from external vendor APIs using SOAP-based web services or RESTful-based APIs. Flat files with conforming data structure can be imported as well.
d. Single Vendor Fuel Import
    a. Import fuel usage data by asset from a Fuel System Vendor (FSV).
    b. Live production export flat files including the complete disbursement transaction data from Fuel System Vendor are required for import.
e. Fuel Dispenser Integration
    a. Allows *FASTER* Web users to track the individual fuel site and/or dispenser source.
    b. Allows configuration to track Inventory Items so fuel imports deplete quantity from inventory.
f. VIN Decoder
    a. Scan or manually enter a VIN into *FASTER* Web Create Asset and Select Asset processes.
    b. VIN decoded by the National Highway and Transportation Safety Administration (NHTSA).
    c. Automatically creates Table Look Up values, such as Make, if the value provided by NHTSA is not in *FASTER* Web.
    d. Decoded VINS trigger import of the following fields and pre-populate in *FASTER* Web "Create New Asset" function.
        1. Vehicle Make, Vehicle Model, Year, Drivetrain, Engine
    e. Decoded NHTSA values not already in the system will automatically be added to the appropriate field list in Setup when saving the asset.
    f. NHTSA values are checked to confirm active status in *FASTER* Web.

7. Modules (OPTIONS)
a. Barcoding Add On
    a. Software to scan and print 2D or Symbiology – Code 128 barcodes
b. Alert Filtering and Mapping Add On
    a. Automatically create pending repairs or service items
    b. Automatically send text or email custom notifications.
    c. Assign custom descriptions to alerts from vendor provided XML file
    d. Optional alert description reference mapping to SAE (Society of Automotive Engineers) codes with SAE subscription.
c. Dashboard Add On
    a. Separate module with user definable views and settings
    b. 12 additional KPI (Key Performance Indicators) Charts
d. *FASTER* Web Inventory Import Utility (IIU)

       a. Interface that enables the issuance of parts and credits to *FASTER* Web work orders.
       b. Supports import of Inventory (parts) data from parts or fluid vendor.
       c. IIU is incorporated directly in *FASTER* Web Integrations Module
       d. Configuration is done within the *FASTER* Web Integrations Module, results are imported directly into the module.
       e. Scheduling frequency of import as often as every five minutes.
       f. Data is retrieved via an external vendor provided comma separated value (CSV) flat file from a designated file location or SFTP site.

   e. Web-Based MotorPool Module
       a. Software package to manage Asset Sharing, Asset Rentals and Asset Reservations for both attended and unattended motor pools
       b. Unlimited user access (named accounts)
       c. Workflow processes to manage customer and end user interaction, rate structures, multiple motor pool locations, and consolidated billing.

   f. Key Box Integration
       a. Required to integrate keybox hardware with *FASTER* MotorPool module. Includes keyfob tracking, dispatch and reservations without requiring an onsite attendant.

8. Exports (OPTIONS)
   a. Asset Alert Results Export
       a. Utility to export alerts from *FASTER* Web by status fixed or cleared status.
       b. Fixed Alert exports include Alert Status, Alert Code, Alert Description, Asset Number, VIN/Serial, Maintenance Shop, Maintenance Shop Description, Work Order, Repair Description, Technician Name, Date/Time Completed
       c. Cleared Alert exports include Alert Status (Cleared), Asset Number, VIN/Serial, Alert Code, Alert Description, Date/Time Cleared

   b. Asset Birth Certificate Export
       a. Utility to provide initial and ongoing data for new and updated assets related to: asset identification, acquire/dispose, engines, fuel types, and meters for consumption by external solutions.

9. Data Services (OPTIONS)
   a. Data Extraction Mapping Tools
       a. Option 1: Pre-designed MS Excel data mapping template
       b. Option 2: MSSQL Staging Database provided for mapping and populating existing data for migration

   b. Level 1 Data Conversion and Testing
       a. Data conversion from existing database to *FASTER* Web database. Includes Asset/Equipment Birth Certificates, Parts Birth Certificates, Vendor Birth Certificates, Employees/Users Records.
       b. Data Validation testing conducted to confirm data conversion integrity.

   c. Level 2 Data Conversion and Testing
       a. Data conversion from existing database to *FASTER* Web database. Includes Fuel Transaction Details and Work Order Transaction Details
       b. Data Validation testing conducted to confirm data conversion integrity.

   d. Level 3 Data Conversion and Testing
       a. Data conversion from existing database to *FASTER* Web database. Includes Inventory Orders/Receipt Transaction Detail, Chart of Accounts
       b. Functional stability testing conducted to ensure no data conflicts with FASTER Web table structure.
       c. Data Validation testing conducted to confirm data conversion integrity.

10. Implementation/Pre Go-Live Training Modules – training modules are continually enhanced and updated, examples of these modules are found below.
    a. Maintenance Management Overview
    b. System Configuration for *FASTER* Web system settings
    c. Training Plan and Schedule for specific system users and job functions.
    d. Live System Management Webinars: Assets, Inventory, Maintenance, Vendors, Reports, and Dashboards.
11. Go Live Training
    a. Typically delivered on site during the first week *FASTER* Web is deployed and fully implemented.
    b. Full system review followed by comprehensive sessions covering Setup of Users and Permissions; Inventory; Maintenance, Creating Work Orders; Fuel; Accounting; Vendors; Reports; and Technician Workstation.
12. Post Go-Live Training (OPTIONS)
    a. Users are invited to attend scheduled *FASTER* Q&A topic focused sessions to get questions answered, learn best practices, and sharpen their *FASTER* Web skills. These are available for no additional charge for 12 months after Go-Live.
    b. Add on programmed training packages are available at scheduled intervals (i.e., quarterly, semi-annually, and annually) after Go-Live. These packages include review and reinforcement, advanced specialty training, and new employee introductory training modules. Training packages are conducted both remotely and in person as required.
    c. New manager training program modules are available to introduce Customer new hire management to the *FASTER* Web solution and provide understanding of the tools, capabilities and reporting analytics to replacement management personnel.

Schedule B: Software Upgrades & Support Agreement

1. Software Upgrades & Support will consist of: (i). Upgrades to the *FASTER* Web software and custom deliverables listed in any Statement of Work; (ii). Correction of defects to keep the software in conformance with the applicable user documentation; and (iii). Support listed in Section 4.

2. Software Upgrades:

    a. Software upgrades are regularly scheduled and implemented by *FASTER to all customers with current* Software Upgrades & Support Agreements (i.e., it cannot have expired). After the initial term, Software Upgrades & Support will automatically renew unless Customer cancels per any termination provisions. Software Upgrades & Support provides the following upgrade benefits:

        i. Upgrades to *FASTER* Web: Each new version release is included under this Agreement.

        ii. Upgrades to Add-on Products and Customizations: All Add-on Products and customizations will be upgraded to function with new versions of *FASTER* Web.

3. Software Defects: Software Upgrades & Support covers issues or problems that are the result of verifiable, replicable errors (*FASTER* will use all reasonable means to verify and replicate) in the software ("Verifiable *FASTER* Defect"). An error will be a Verifiable *FASTER* Defect only if it constitutes a material failure by the software to function in accordance with the applicable software documentation. This documentation encompasses *FASTER* Web, and, if custom deliverables are included in Schedule E, the associated detailed Requirements Document.

4. *FASTER* Software Support Coverage and Policies

Overview

FASTER Support Services are set forth in this Software Upgrades & Support Agreement. During the term of this Agreement, *FASTER* will provide the following support services if the Licensed Software does not operate substantially in accordance with the documentation. Support will be handled via phone, email, and the internet when *FASTER* support personnel are not at Customer's site. The infrastructure for this plan is a request tracking system used to facilitate the process of tracking and resolving customer needs and issues. Every service request is logged into the system and is accessible by *FASTER* support representatives.

- Full-service support hours are weekdays from 7:30 AM – 6:00 PM Eastern Time, except for holidays.
- On call support personnel are available 24/7/365 to handle Urgent and High severity issues outside of standard business hours.
- All support cases are entered in the *FASTER* tracking system, assigned a case number, and documented via email with a response and case number sent to Customer.

Assignment of Service Request Severity

When Customer has opened a service request and reaches customer support, the *FASTER* associate will assess the severity of the request based on Customer's description of the issue.

Table 1 below describes the definitions used in identifying and assigning a severity level to Customer's reported issue for the *FASTER* Web cloud-based solution.

Severity Level	Criteria
Urgent	• Customer's production system is down due to an issue with a *FASTER* product. • *FASTER* product is unusable resulting in total disruption of work or other critical business impact. • No workaround is available
High	• Major feature/function failure • Operations are severely restricted • A workaround is available
Medium	• Minor feature/function failure • Product does not operate as designed, minor impact on usage, acceptable workaround deployed
Low	• Minor issue • Documentation, general information, enhancement request, etc.

Response and Resolution Targets

FASTER Support response and resolution targets are described below:

Response: When *FASTER* Customer Support receives a support request, a support engineer will provide feedback to Customer that the request has been logged and assigned to the appropriate resource. The support team will work as efficiently as possible with Customer to ensure **a clear understanding of the issue, and, where applicable, attempt to reproduce or identify from the system log the issue.**

FASTER offers the option to submit support requests in three ways: via our web portal, direct email to support@fasterasset.com, or via our phone support line.

Severity Level	Target Response	Target Resolution	Solution (1 or more of the following)
Urgent	1 Business Hour	Within 4 hours from actual response	• Satisfactory workaround is provided • Product patch is provided • Fix incorporated into future release • Fix or workaround incorporated into Solution Library
High	4 Business Hours	Within 36 hours from actual response	• Satisfactory workaround is provided • Product patch is provided • Fix incorporated into future release • Fix or workaround incorporated into Solution Library
Medium	1 Business Day	Within 5 Business Days	• Answer to question is provided • Satisfactory workaround is provided • Fix or workaround incorporated into Solution Library • Fix incorporated into future release

Low	1 Business Day	Within 10 Business Days	• Answer to question is provided through FAQ, Knowledge Base, or through trained customer subject matter experts (SME) • Fix or workaround incorporated into Solution Library

Assignment of Service Request Status

When a customer contacts *FASTER* Customer Support and requests help to resolve a question or an issue, a service request is opened. The following table describes the possible status that may be assigned to a service request.

Status	Criteria
Open/In-Process	A service request has just been submitted. It may be assigned to an individual or a queue. *FASTER* has responded to Customer regarding receipt of the service request and is actively pursuing a resolution.
Waiting on Customer	*FASTER* is not actively working on the resolution of the service request. Generally, this is due to information pending from the submitter of the service request to be able to clearly understand, have the ability to reproduce or identify from the system log the issue at hand. However, service requests may be put on hold for other reasons as well.
Active	*FASTER* has identified the issue and is actively working on a resolution, but the issue requires additional activities, such as, but not limited to, development, integration, third-party discussions, and additional Customer department interaction. *FASTER* will regularly provide status updates and expected resolution timelines to the customer.
Closed	Closed status reflects that: • Customer and *FASTER* agree that a satisfactory resolution has been provided, or • Customer understands that there is not a solution to the issue at hand, and the issue is not a result of a product defect, or • *FASTER* has made multiple attempts to contact Customer that opened the log and Customer has not responded. Electronic service requests (Web, e-mail) may be closed when *FASTER* Professional Services has provided an electronic reply with a high degree of confidence that the reply will resolve the issue or answer the question.

Networking, hardware and installed software at the site are the sole responsibility of Customer and are not covered in Support Services. Customer misuse or unauthorized use of Licensed Software or Mobile Modules also is not covered in Support Services.

5. Training is provided as requested by Customer. Options for training include initial "Go-Live Training," remote, web-based training, regional training sessions, progressive system administrator training, and onsite, in person training. Each option will be quoted, in writing, for Customer's review. Once accepted, the account management team will coordinate scheduling at the earliest mutually acceptable date.

6. Customer's Responsibilities:

a. Customer's representative(s) must be qualified and authorized to communicate all necessary information.

b. Customer accepts sole responsibility for any compatibility problems between the *FASTER* Web software and any other application software or non-current software programs not maintained or supported by *FASTER*.

c. Provide all relevant information and supporting details necessary to clarify support issue(s).

Suspension due to non-payment:

A lapse in Software Upgrades & Support is defined as non-payment for 60-days. Customers who enter delinquent status may be subject to suspension of some or all services, including, but not limited to support, product updates, or access to cloud-based services.

A customer may, at any time, license other *FASTER* software that will also have a Software Upgrades & Support fee. There will be an additional Software Upgrades & Support fee due at the time of licensing the additional software based on the associated licensing fee. Recurring service fees may be pro-rated to reflect term agreement pricing as is applicable.

Schedule C: Software License Agreement

1) Scope of License

    a) Grant:

    Subject to and conditioned on Customer's compliance with the terms and conditions of the Master Contractor/Services Agreement, Customer's Purchase Orders, and these Additional Terms, *FASTER* grants Customer a personal, non-exclusive, non-transferable, non-sublicensable, limited license for its Authorized Users to use the Licensed Software on behalf of Customer solely during the subscription term set out in the Master Contractor/Services Agreement, Customer's Purchase Orders, and these Additional Terms and for Customer's internal business purposes in accordance with the Documentation. Under the foregoing license, Customer may either (a) install and/or host the Licensed Software on *FASTER's* hosting provider's hardware, as agreed by the Parties in Schedule E; (b) install and/or host the Licensed Software on Customer's, or its designated contractor's, hardware and in the number of copies of the Licensed Software permitted in Schedule E (or other licensing metric set forth therein, as applicable); or (c) any combination of the foregoing (a) and (b).

    b) Limitations. Customer shall not, and shall require its Authorized Users not to, directly or indirectly: (a) use (including make any copies of) the Licensed Software or Documentation beyond the scope of the license granted; (b) provide any other person or entity, including any subcontractor, independent contractor, affiliate or service provider of Customer, with access to or use of the Licensed Software or Documentation; (c) modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Licensed Software or Documentation or any part thereof; (d) combine the Licensed Software or any part thereof with, or incorporate the Licensed Software or any part thereof in, any other programs other than as contemplated by Schedule E or by the Documentation; (e) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Licensed Software or any part thereof; (f) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices provided on or with the Licensed Software or Documentation, including any copy thereof; (g) copy the Licensed Software or Documentation, in whole or in part, other than as permitted by this Agreement; (h) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Licensed Software, or any features or functionality of the Licensed Software, to any third party for any reason, whether or not over a network or on a hosted basis, including in connection with the internet or any web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud or other technology or service; (i) use the Licensed Software or Documentation in violation of any Law, regulation or rule; or (j) use the Licensed Software or Documentation for purposes of competitive analysis of the Licensed Software, the development of a competing software product or service or any other purpose that is to *FASTER's* commercial disadvantage.

2) SaaS Services.

    a) Access. Subject to and conditioned on Customer's compliance with the terms and conditions of the Master Contractor/Services Agreement, Customer's Purchase Orders, and

these Additional Terms, *FASTER* will provide Customer's Authorized Users a personal, non-exclusive, and non-transferable right to access and use the Licensed Software on behalf of Customer solely during the subscription term set out in the Master Contractor/Services Agreement, Customer's Purchase Orders, these Additional Terms, and Schedule E and for Customer's internal business purposes in accordance with the Documentation. *FASTER* shall host the Licensed Software on *FASTER's* hardware, during the Access Term, as agreed by the Parties in this Agreement.

b) Acknowledgment. Customer acknowledges and agrees that these Additional Terms and the rights provided pursuant to this Section 2 is a services agreement and *FASTER* will not be delivering copies of the Licensed Software to Customer or its Authorized Users as part of the SaaS Services.

c) Proprietary Rights. Customer acknowledges and agrees that the Licensed Software and any necessary software used in connection with the services provided under the Master Contractor/Services Agreement, Customer's Purchase Orders, and these Additional Terms contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Customer further acknowledges and agrees that the content or information presented to the Customer through the services provided pursuant to the Master Contractor/Services Agreement, Customer's Purchase Orders, and these Additional Terms may be protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except where expressly provided otherwise by *FASTER*, nothing in these Additional Terms or Documentation shall be construed to confer any license to any of *FASTER's* intellectual property rights, including, but not limited to, the Licensed Software, whether by estoppel, implication, or otherwise.

d) Limitations. Customer shall not, and shall require its Authorized Users not to, directly or indirectly: (a) use (including make any copies of) the Licensed Software or Documentation beyond the scope of the access and use granted; (b) provide any other person or entity, including any subcontractor, independent contractor, affiliate or service provider of Customer, with access to or use of the Licensed Software or Documentation; (c) modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Licensed Software or Documentation or any part thereof; (d) combine the Licensed Software or any part thereof with, or incorporate the Licensed Software or any part thereof in, any other programs other than as contemplated by the Master Contractor/Services Agreement, Customer's Purchase Orders, these Additional Terms, Schedule E and the Documentation; (e) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Licensed Software or any part thereof; (f) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices provided on or with the Licensed Software or Documentation, including any copy thereof; (g) copy the Licensed Software or Documentation, in whole or in part; (h) rent, lease, lend, sell, license, assign, distribute, publish, transfer or otherwise make available the Licensed Software, or any features or functionality of the Licensed Software, to any third party for any reason, whether on a network or on a hosted basis, including in connection with the internet or any web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud or other technology or service; (i) use the Licensed Software or Documentation in violation of any Law, regulation or rule; or (j) use the Licensed Software or Documentation for purposes of competitive analysis of the Licensed Software, the development of a competing software product or service or any other purpose that is to *FASTER's* commercial disadvantage.

3) The term of this license or subscription are governed by the Master Contractor/Services Agreement, Customer's Purchase Orders, and these Additional Terms.

4) Environment:

Customer understands that it may use the Licensed Software in a single environment. In this Agreement, an "environment" is defined as a single installation (instance) of the Licensed Software and one *FASTER* Web database.

   a) SINGLE *FASTER* TEST/PRODUCTION ENVIRONMENT: In order to minimize costs, as well as control quality and reduce risk, there will only be one environment through the implementation process. This environment, upon installation and during implementation will be the test environment on which all tasks (system overview, configuration, testing, training, etc.) will be performed. Upon loading a final Go-Live database, this test environment will then be promoted to become the production environment.

   b) OTHER TEST OR DEVELOPMENT ENVIRONMENT/S: Customer may request a separate test or development environment for other purposes (e.g., during the implementation or after Go-Live) with the additional license and annual support fees outlined in Schedule E.

5) Software Modifications:

Customer may not modify the Licensed Software, including, but not limited to, reverse engineering of any component of the Licensed Software in order to perform any such modifications. Should Customer violate this provision, all warranties associated with the Licensed Software are null and void.

Schedule D: Cloud Service Level Agreement (SLA)

1. Administration:

FASTER will issue to Customer's designated "Administrator" an individual logon identifier and password ("Administrator's Logon") for purposes of Customer administering the *FASTER* Web software. Using the Administrator's Logon, the Administrator shall assign each remaining Authorized User a unique logon identifier and password and assign and manage the business rules/permissions that control each such Authorized User's access to the *FASTER* Web software. Customer shall use commercially reasonable efforts to ensure that each Authorized User will: (a) use a logon identifier to access all areas of the system and not allow the system to be accessed without a logon identifier; (b) not disclose his/her logon identifier to any person or entity; (c) not permit any other person or entity to use his/her logon identifier and (d) use the *FASTER* Web software solely in accordance with the terms and conditions of this Agreement.

2. Database Backups

An incremental backup of the database to a local drive will occur hourly. And a full backup will occur nightly. Both the hourly and nightly full backups will be stored offsite.

3. Database Rights and Access:

> 3.1   Data Rights: Customer maintains full rights to its data contained in the database upon termination of the Master Contractor/Services Agreement, Customer's Purchase Orders, and these Additional Terms.

> 3.2   Access to Database: Unless Customer purchases the optional "Database Access," Customer will not have access to the database or database server (e.g., to run queries directly against the database). However, Customer will have access to download a copy of the database backup file whenever desired. In addition, through the user interface of *FASTER* Web, Customer will have access to the business intelligence built into *FASTER* Web to search data, run reports and view data in dashboards.

4. Cloud Service Level Agreement:

> 4.1   Availability: *FASTER* shall maintain a datacenter adequate to make *FASTER* software available to Customer twenty-four (24) hour per day, seven (7) days per week (excluding scheduled maintenance) with service availability of not less than 99.9% (the "Service Level Commitment") calculated as specified below.

>> 4.1.1 Formula. The *FASTER* software will, subject to the exceptions listed below, be available for a percentage of each calendar month at least equal to the Service Level Commitment. The availability of the *FASTER* software for a given month will be calculated according to the following formula (referred to herein as the "Availability"):

>>> Where: Total minutes in the month = TMM
>>> Total minutes in the month the Service is unavailable = TMU
>>> And: $((TMM-TMU) \times 100)/TMM = Availability$

>> 4.1.2 For purposes of this calculation, the *FASTER* software will be deemed to be unavailable if application functions do not successfully complete. Further, the *FASTER* software will not be deemed Unavailable for any downtime or outages excluded from such calculation by reason of

the exceptions set forth in Sections 4.1.3 and 4.1.4 below. *FASTER*'s records and data will be the sole basis for all SLA calculations and determinations.

4.1.3 Exceptions: (a). Maintenance performed at Customer's request outside of the normally scheduled maintenance will not be considered an outage. (b). The *FASTER* Web software will not be considered Unavailable for any outage that results from maintenance performed by *FASTER* of which Customer is notified 48 hours in advance and to which Customer does not reasonably object. (c). Downtime resulting from errors or issues created by Customer will not be included in the Unavailable total. (d). Should Customer opt to purchase access to the database, *FASTER* is not accountable for disruptions caused by Customer's actions related to database access.

4.1.4 The *FASTER* network extends to, includes and terminates at the datacenter located router that provides the outside interface of each of *FASTER*'s WAN connections to its backbone providers (referred to herein as the "*FASTER* Network"). The *FASTER* Web software will not be considered Unavailable for any outage unavailability due to (a) Customer's information content or application programming, acts or omissions of Customer or its agents, (b) failures of Internet backbone itself and the third-party network by which Customer connects to the Internet backbone or any other network unavailability outside of the *FASTER* Network; (c) delays or failures due to circumstances beyond *FASTER*'s reasonable control that could not be avoided by its exercise of due care; or (d) any other outage or downtime outside the *FASTER* Network.

4.2 Remedies: Subject to the exceptions provided for in this SLA, Customer will have the rights set forth below.

4.2.1 If the total Availability (as calculated in Section 4.1 above) for a given month is (a) below the Service Level Commitment and greater than or equal to 99.5%, Customer will receive three (3) Service Credits; (b) below 99.5% and greater than or equal to 99.0%, Customer will receive ten (10) Service Credits; and (c) below 99.0%, Customer will receive fifteen (15) Service Credits. Notwithstanding the foregoing and in lieu of the preceding Service Credits, any continuous outage of more than twenty-four (24) hours shall automatically result in a total of one month's value of Service Credits. If Service Level Commitment is not met for a second time in a thirty (30)-day period, then Customer shall be entitled to receive at Customer's election, either (i) another month's value of Service Credits, or (ii) the right to terminate this Cloud Service Level Agreement.

4.2.2 For purposes of this SLA, a Service Credit will be deemed to be an amount equal to 1/30th of the monthly fee for the cloud services to Customer (herein referred to as "Service Credit"). Service Credits will be recognized for billing purposes in the month following the month giving rise to such Service Credits. All Service Credits will be calculated assuming a 30-day month. Except as provided above in Section 4.2.1 of this SLA, Customer's right to receive Service Credits will be Customer's exclusive remedy for *FASTER*'s failure to satisfy the Service Level Commitment.

4.2.3 Remedies will not accrue (i.e., no Service Credits will be issued and an outage will not be considered unavailability for purposes of this SLA) if Customer is in breach of its payment obligations either when the outage occurs or when the credit would otherwise be issued.

4.3. Performance: Customer understands that performance of the *FASTER* Web software is dependent on multiple factors, including, but not limited to, internet access speed, onsite network capabilities, user demand load, and hardware performance.

<div align="center">

SCHEDULE E: PRICING AND PAYMENT TERMS

(**Insert Quote/Order)**

</div>

Payment Schedule

Migrating Customer

Standard Quote

MILESTONE	PAYMENT
Upon Purchase Confirmation	**30% One Time Fees**
Project Kickoff	**20% One Time Fees**
FASTER **Web Delivery**	**30% One Time Fees and 100% of 1ˢᵗ Year Recurring Fees**
Data Delivery and Go-Live	**20% One Time Fees**