



**GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The Internet address for GSA Advantage! is:

<http://www.gsaadvantage.gov>

**General Services Administration
Federal Supply Service
Total Solutions for Law Enforcement, Security, Facilities Management,
Fire, Rescue, Clothing, Marine Craft and Emergency/Disaster Response
Schedule 84**

**CONTRACT NUMBER:
GS-07F-5559R**

**PERIOD COVERED BY CONTRACT:
JANUARY 1, 2010 THROUGH DECEMBER 31, 2024**



**Verizon Connect NWF Inc.
(formerly Networkfleet, Inc.)
9868 Scranton Rd
Suite 1000
San Diego, CA 92121
(P): 858.450.3245
(F): 858.450.3246
www.verizonconnect.com**

General Services Administration
Supplement #PO-0089, dated 6-17-2020

DUNS: 85-842-6260

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at <http://www.fss.gsa.gov>.

GSA TERMS AND CONDITIONS for GS-07F-5559R

Verizon Connect NWF Inc.

- 1a. **Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price (s).**

SIN 426-4Q: VEHICLE MONITOR (TRACKING) SYSTEMS

- 1b. **Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract.**

Please see pricing table for pricing information.

- 1c. **If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate not applicable for this item.**

Not Applicable

2. **MAXIMUM ORDER:**

\$200,000.00

3. **MINIMUM ORDER:**

\$100.00

4. **GEOGRAPHIC COVERAGE (DELIVERY AREA):**

FOB Origin to the 50 United States, District of Columbia and Puerto Rico.

5. **Point(s) of production (city, county, and State or foreign country).**

Verizon Connect NWF Inc.
9868 Scranton Road, Suite 1000
San Diego, CA 92121
(P): 858.450.3245
(F): 858.450.3246

6. **Discount from list prices or statement of net price.**

GSA Net pricing shown in pricing tables provided.

7. **QUANTITY DISCOUNTS.**

GSA Net pricing shown in pricing tables provided.

8. **PROMPT PAYMENT TERMS:**

0%, Net 30 Days

- 9a. Government purchase cards **are accepted** at or below the micro-purchase threshold.

- 9b. Government purchase cards **are accepted** above the micro-purchase threshold.

10. **FOREIGN ITEMS (LIST ITEMS BY COUNTRY OF ORIGIN):**

Please see Country of Origin information in attached pricing table.

- 11a. **TIME OF DELIVERY:**

Thirty Days ARO
Title Transfer occurs at the time of shipment

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11b. EXPEDITED DELIVERY:

Please contact Verizon Connect NWF for expedited delivery information.

11c. OVERNIGHT AND 2-DAY DELIVERY:

Please contact Verizon Connect NWF for expedited delivery information.

11d. URGENT REQUIREMENTS:

Please contact Verizon Connect NWF for expedited delivery information.

12. F.O.B. POINT(S):

F.O.B. - Destination. Title and risk of loss will transfer to Customer upon receipt of the Devices by Customer or Customer's agent at the address designated on Customer's Accepted Order Form. Shipping is included in the cost of devices.

13a. ORDERING ADDRESS:

Verizon Connect NWF, Inc.
9868 Scranton Road, Suite 1000
San Diego, CA 92121
(P): 858.450.3245
(F): 858.450.3246

13b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPAs), and a sample BPA can be found at the GSA/FSS Schedule homepage fss.gsa.gov/schedules.

14. PAYMENT ADDRESS.

Verizon Connect NWF, Inc.
P.O. Box 975544
Dallas, TX 75397-5544
(P): 858.450.3245
(F): 858.450.3246

15. WARRANTY PROVISION.

15a. The following is Verizon Connect NWF's commercial limited warranty which applies to goods and services purchased off Verizon Connect NWF's GSA Schedule Contract. All references to Customer apply to the entity purchasing goods and services from Verizon Connect NWF under this GSA Schedule Contract.

LIMITED WARRANTY. (i) DEVICES: Verizon Connect NWF warrants to Customer that Devices (other than an Asset Tracker device) and harnesses will be free from defects in material and workmanship that prevent the Device from functioning in accordance with its specifications for the entire period of your ownership of such Device. **(ii) ASSET TRACKER DEVICES.** Verizon Connect NWF warrants to Customer that Asset Tracker devices (excluding the battery) which have been purchased new from Verizon Connect NWF by Customer will be free from defects in material and workmanship that prevent the device from functioning in accordance with its specifications for a period of three (3) years following the initial activation of such device. **(iii) ACCESSORIES.** Verizon Connect NWF warrants to Customer that all accessories (other than harnesses) which are purchased new from Verizon Connect NWF by Customer will be free from defects in material and workmanship that prevent them from functioning in accordance with their specifications for a period of one (1) year from the date of shipment. **(iv) INSTALLATION SERVICES.** Verizon Connect NWF warrants to Customer that installation services provided by Verizon Connect NWF or its authorized subcontractors will be free from defects in workmanship for a period of one (1) year following completion of such installation services. In the event the Customer purchases an extended

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installation warranty (“Limited Lifetime”), Verizon Connect NWF warrants to Customer that such installation services shall be free from defects in workmanship for the entire period of Customer’s uninterrupted use of the Device pursuant to this Agreement **(v) WARRANTY CLAIMS.** Warranty claims must be made by notifying Verizon Connect NWF in writing promptly after Customer learns of the facts supporting a warranty claim, as specified in Verizon Connect NWF’s then-current applicable warranty policy located at https://static.verizonconnect.com/networkfleet/Limited_Lifetime_Warranty_Policy_Direct_VAR.pdf, as it may be updated from time to time. Subject to Exclusions (below) and the provisions of Verizon Connect NWF’s then-current applicable warranty policy, Verizon Connect NWF will, at its discretion, either repair or replace any non-complying Device with a Device of equivalent functionality, and, if applicable, remedy any defects in the installation of the Device: **(f) THE REMEDIES IN THIS SECTION ARE VERIZON CONNECT NWF’S ONLY OBLIGATION AND CUSTOMER’S ONLY REMEDY FOR BREACH OF ANY WARRANTY.**

15b. EXCLUSIONS.

The Limited Warranty and Support Services provided by Verizon Connect NWF do not include repair, replacement or correction of any defect, damage or malfunctions caused by: (i) for installation not performed by Verizon Connect NWF or its authorized subcontractors (“Self-Installation”), failure to properly install the Devices as described in the Verizon Connect NWF installation guides; (for clarification, the applicable warranty shall apply except to the extent any defect, damage or malfunctions were caused by improper Self Installation) (ii) accident, negligence, theft, vandalism, operator error, misuse or acts of God; (iii) failure of the facilities Customer uses to access the Verizon Connect NWF Website or failure to conform to Verizon Connect NWF specifications; (iv) modifications, attachments, repairs or unauthorized parts replacements performed by Customer or any third party not authorized by Verizon Connect NWF; or (v) use by Customer of hardware or software not provided or approved by Verizon Connect NWF. Customer will be responsible for the cost of any Support Services provided by Verizon Connect NWF caused by any of the foregoing.

15c. DISCLAIMER OF WARRANTIES.

EXCEPT FOR THE LIMITED DEVICE AND INSTALLATION WARRANTY SET FORTH HEREIN, VERIZON CONNECT NWF MAKES NO WARRANTY OR GUARANTEE OF ANY KIND WITH RESPECT TO THE DEVICES AND THE VERIZON CONNECT NWF SERVICES. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, VERIZON CONNECT NWF DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO: IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. VERIZON CONNECT NWF DOES NOT WARRANT THAT THE RECEIPT OF DATA, MAPPING INFORMATION, AND OTHER CONTENT FROM THE DEVICES WILL BE AVAILABLE AT ALL TIMES, AT ALL GEOGRAPHIC LOCATIONS, UNINTERRUPTED OR ERROR-FREE, OR THAT THE TRANSMISSION OF DATA, MAPPING INFORMATION, AND OTHER CONTENT FROM VERIZON CONNECT NWF TO CUSTOMER OR TO THE CUSTOMER WEBSITE PAGES WILL ALWAYS BE ACCURATE, TIMELY OR COMPLETE.

16. EXPORT PACKING CHARGES, IF APPLICABLE.

Not applicable

17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE (ANY THRESHOLDS ABOVE THE MICRO-PURCHASE LEVEL).

The Government purchase card is accepted above the micro-purchase threshold.

18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE).

Not Applicable

19. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE).

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If Verizon Connect NWF accepts an order for Device installation services, Verizon Connect NWF or its contractors will install the Device in the applicable Vehicle at a mutually agreed location, in accordance with Verizon Connect NWF's Installation Policy, located at https://static.verizonconnect.com/networkfleet/Installation_Policy.pdf, as it may be amended from time to time, which is available at the Verizon Connect NWF Website. The Parties will use reasonable efforts to schedule and complete the installation during normal working hours within thirty (30) days of the date the order for installation services was accepted. Before proceeding with any installation that involves more work than is standard and customary, Verizon Connect NWF will advise and obtain Customer approval for the additional fees involved for such installation. Customer acknowledges and agrees that installation of the Device may involve drilling holes, rewiring and other similar alterations to the Vehicle and that Verizon Connect NWF has no obligation to restore the Vehicle after removal of the Device. The detailed processes and procedures can be found in Verizon Connect NWF's Installation Policy.

20a. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF APPLICABLE).

Not applicable

20b. TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE)

1) **VERIZON CONNECT NWF LICENSE.** (a) During the time that Customer is entitled to receive Verizon Connect NWF Services hereunder, Verizon Connect NWF grants to Customer a non exclusive, non-transferable license to (i) use the Verizon Connect NWF Services in the United States and such other countries as may be approved by Verizon Connect NWF in writing, (ii) access and use the Customer Website Pages, and (iii) use the firmware and software included in the Devices, solely for use in connection with the Verizon Connect NWF Services, and as provided in these Terms and Conditions. Redistribution or resale of the Verizon Connect NWF Services by the Customer is prohibited without prior written consent. (b) Verizon Connect NWF Data Services, if applicable, are subject to the then current "Verizon Connect NWF Data Services Use Policy and Procedure" which is located at https://static.verizonconnect.com/networkfleet/Data_Services_Use_Policy.pdf and may be updated from time to time.

2) **CUSTOMER OBLIGATIONS.** (a) Customer shall limit its use of the Devices, Verizon Connect NWF Services, Verizon Connect NWF Website, and Customer Website Pages to their intended purposes and shall comply, and cause its employees and agents to comply, with all applicable laws and regulations and with Verizon Connect NWF's Website Acceptable Use Policy, and Privacy Policy which are available on the Verizon Connect NWF Website. Customer shall inform its drivers of Vehicles that such Vehicle has been enabled for Verizon Connect NWF Services and that the Verizon Connect NWF Services include the collection of data points associated with the Vehicle's location and manner of operation.

3) VERIZON CONNECT NWF IS NOT RESPONSIBLE FOR LIABILITIES OF ANY KIND RESULTING FROM DELAYS IN DELIVERY, INSTALLATION OR PROVIDING VERIZON CONNECT NWF OR OTHER SERVICES, REGARDLESS OF THE CAUSE OF THE DELAY. CUSTOMER UNDERSTANDS AND AGREES THAT VERIZON CONNECT NWF CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS, AND THAT THEY SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND RESULTING FROM AN ALLEGED OR ACTUAL LACK OF SECURITY RELATING TO CUSTOMER'S USE OF THE VERIZON CONNECT NWF SERVICES. (c) CUSTOMER UNDERSTANDS AND AGREES THAT: (i) THE DEVICE IS A WIRELESS DEVICE AND THAT THE VERIZON CONNECT NWF SERVICES WORK BY USING WIRELESS COMMUNICATIONS NETWORKS TO CONNECT THE DEVICES WITH VERIZON CONNECT NWF'S DATA CENTER AND BY USING GPS (GLOBAL POSITIONING SYSTEM) TO DETERMINE A VEHICLE'S LOCATION; (ii) THE VERIZON CONNECT NWF SERVICES WILL NOT OPERATE UNLESS A VEHICLE IS IN AN AREA THAT HAS ADEQUATE WIRELESS COMMUNICATIONS COVERAGE AND, EVEN IF A VEHICLE IS IN SUCH AREA, THE VERIZON CONNECT NWF SERVICE IS SUBJECT TO WIRELESS SERVICE NETWORK AND

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Verizon Connect NWF Inc.

TRANSMISSION LIMITATIONS AND MAY BE ADVERSELY AFFECTED BY TERRAIN, SIGNAL STRENGTH, WEATHER AND ATMOSPHERIC CONDITIONS, OR OTHER THINGS THAT VERIZON CONNECT NWF DOES NOT CONTROL; AND (iii) INFORMATION ABOUT A VEHICLE'S LOCATION WILL NOT BE AVAILABLE UNLESS THE DEVICE IN THE VEHICLE IS ABLE TO RECEIVE GPS SIGNALS.

Neither Verizon Connect NWF nor the Customer will be liable for consequential, special, indirect or incidental damages, including lost profits or lost data, even if that party is informed that those damages may occur. Verizon Connect NWF's cumulative liability under contract, tort, strict liability or other legal theory shall not exceed the greater of the amount paid or payable to Verizon Connect NWF under this Agreement during the six (6) months prior to the date the liability accrues for a claim, except in the instance of the Customer's failure to pay amounts due under this Agreement.

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

5) PROPRIETARY RIGHTS. Customer acknowledges and agrees that the Devices, the Verizon Connect NWF Service and the Verizon Connect NWF Website may include patent, copyright, trademark, service mark, trade secrets, or other intellectual property rights (collectively "Proprietary Rights") of Verizon Connect NWF, its affiliates or the Service Partners (including, with respect to the Verizon Connect NWF Website, materials that may be proprietary to Tele Atlas or its suppliers), and that Verizon Connect NWF, its affiliates and/or the Service Partners retain title to and ownership of those Proprietary Rights and any and all improvements, modifications, fixes or enhancements made by or for Verizon Connect NWF, its affiliates and/or the Service Partners to the Devices, the Verizon Connect NWF Service or the Verizon Connect NWF Website, regardless of whether such items or services are created or suggested by Customer. Customer will not copy, modify, reverse-engineer, disassemble, translate, convert or decompile any software or firmware included in any Device, the Verizon Connect NWF Website or Verizon Connect NWF Services, or otherwise provided to Customer by or on behalf of Verizon Connect NWF, and will not disclose such software or provide access to the Devices, such software or any Verizon Connect NWF Services to any third party for such a purpose. Customer agrees that with respect to Verizon Connect NWF Services, it shall not, nor shall it permit any third party to (a) assign, transfer, lease, rent, sell, distribute or import such Verizon Connect NWF Services to any third party; (b) except with the express written consent of Verizon Connect NWF, combine, embed or incorporate the Verizon Connect NWF Services into any other product or service other than any Customer-owned or developed interface for purposes of receiving the data feed delivered from the Verizon Connect NWF Devices; (c) remove or alter any proprietary notices in the Verizon Connect NWF Services; (d) use the Verizon Connect NWF Services in connection with the transmission, sale, license, or delivery of any infringing, defamatory, offensive, or illegal products, services, or materials; (e) use the Verizon Connect NWF Services in

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Verizon Connect NWF Inc.

any manner that threatens the integrity, performance, or availability of the Verizon Connect NWF Service; or (f) use the Verizon Connect NWF Service in any manner that violates local, state or federal laws, regulations or orders.

6) MODIFICATIONS; WEBSITE MAINTENANCE. Verizon Connect NWF may alter or modify all or part of the Devices, the Verizon Connect NWF Services or the Verizon Connect NWF Website from time to time; provided that Verizon Connect NWF shall not intend for such alterations or modifications to materially adversely affect Customer's use of the Verizon Connect NWF Services or Verizon Connect NWF Website. Subject to the foregoing, such alterations and modifications, or both, may include, without limitation, the addition or withdrawal of features, information, products, services, software or changes in instructions. Verizon Connect NWF reserves the right to perform scheduled maintenance for the Verizon Connect NWF Services and Verizon Connect NWF Website from time to time. This may include application and database maintenance as well as general website maintenance and may or may not involve Verizon Connect NWF Website and Verizon Connect NWF Services unavailability.

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

The Verizon Connect NWF Website includes aerial, satellite imagery from Digital Globe, one of the Service Partners, as a mapping option. If Customer uses such mapping option, Customer agrees to comply with the terms of use contained in Digital Globe's End User License Agreement displayed at: [No longer applicable](#)

8) TRAINING AND SUPPORT SERVICES. (a) Customer will designate one or more employee(s) to act as the coordinator(s) for Customer's use of the Devices and the Verizon Connect NWF Services and will require such coordinator(s) to participate in the Device and Verizon Connect NWF Services training provided from time to time by Verizon Connect NWF. (b) During the time Customer is entitled to receive Verizon Connect NWF Services, and subject to Exclusions, Verizon Connect NWF or its designee will provide Customer with reasonable amounts of telephone or e-mail consultation and technical assistance regarding the Devices and Verizon Connect NWF Services during Verizon Connect NWF's regular working hours. Customer may call Verizon Connect NWF or its designee at (866) 227-7323 or e-mail inquiries to NWFSupport@verizonconnect.com for support services.

9) DATA. Customer represents and warrants that it has all necessary rights and authority with respect to the data collected from Customer and its vehicles and transmitted through Customer's use of the Devices, the Verizon Connect NWF Services and the Verizon Connect NWF Website ("Business Data") and that Customer approves and grants to Verizon Connect NWF, its affiliates and the Service Partners the nonexclusive license and right to collect, access, copy and use the Business Data in the course of performing the Verizon Connect NWF Services. Customer further grants to Verizon Connect NWF and its affiliates the perpetual right and license to use such Business Data as needed to analyze, measure and optimize the performance of the Devices and the Verizon Connect NWF Services and to develop new offerings for Customer and others, including the development of data products provided, however, that such use of Business Data shall be in an anonymous form.

10) DEFINITIONS. When used in these Terms and Conditions, the following terms, when capitalized, shall have the meaning set forth below:

“**Accepted Order Form**” means an Order Form which has been executed by Customer and accepted by Verizon Connect NWF.

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Verizon Connect NWF Inc.

"Agreement Term" means the term of this Agreement.

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

"Customer Website Pages" means the web pages on the Verizon Connect NWF Website which are designated by Verizon Connect NWF for use by Customer.

"Device Contract Term" means the minimum length of time a Device is required to be active as identified on the applicable Accepted Order Form.

"Devices" means the Verizon Connect NWF wireless device or devices identified on an Accepted Order Form.

"Fees" mean the Device and accessory purchase prices, Device and accessory shipping fees, Device installation fees, the Verizon Connect NWF Service fees and any other fees payable by Customer as set forth in an Accepted Order Form.

"Order Form" means an order form provided by Verizon Connect NWF to Customer, pursuant to which Customer orders Devices, and/or Verizon Connect NWF Services.

"Verizon Connect NWF Services" means the services offered hereunder by Verizon Connect NWF, from time to time, including, but not limited to: (a) collection of diagnostic and/or location information from a Vehicle; (b) analysis, delivery and posting of Vehicle information to the Verizon Connect NWF Website; (c) notification to Customer and/or a designated third party by e-mail of certain events or Vehicle information; (d) Customer access and usage of Customer Website Pages; (e) Device installation services; but only to the extent such services are identified on an Accepted Order Form; (f) any proprietary data feed or elements thereof or any application programming interfaces (API's) provided by Verizon Connect NWF, ("Verizon Connect NWF Data Services") but only to the extent such services are identified on an Accepted Order Form; and (g) any professional services provided by Verizon Connect NWF as set forth on a Professional Services Addendum attached hereto.

"Verizon Connect NWF Website" means the Verizon Connect NWF website currently located at www.networkfleet.com.

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

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

21. LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE).

Not Applicable

22. LIST OF PARTICIPATING DEALERS (FOR STATE AND LOCAL ORDERS ONLY; FEDERAL ORDERS ARE PROCESSED ONLY BY VERIZON CONNECT NWF).

Not Applicable

23. PREVENTIVE MAINTENANCE (IF APPLICABLE).

Not Applicable

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- 24a. **Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants).**

Not Applicable

- 24b. **If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor s website or other location.) The EIT standards can be found at: www.Section508.gov/.**

Not Applicable

25. **DATA UNIVERSAL NUMBER SYSTEM (DUNS) NUMBER.**

85-842-6260

26. **Notification regarding registration in the System for Award Management (SAM) database.**

CAGE CODE # 3F8C9

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Verizon Connect NWF Inc.

GSA PRICE LIST

Verizon Connect NWF Inc. (formerly Networkfleet, Inc.) - GS07F5559R, GSA PRICELIST
Pricelist effective as of 6.25.2020

SIN	Manufacturer	VCN Part Number	Product Description	GSA Price	UOI	COO
HARDWARE						
426-4Q	Morey Corporation	5200N4VL	GPS ONLY LTE	\$ -	EA	US
426-4Q	Morey Corporation	5200E4VL	GPS ONLY LTE EXTENDED	\$ -	EA	US
426-4Q	Morey Corporation	5500N4VL	GPS AND DIAGNOSTICS LTE	\$ -	EA	US
426-4Q	Morey Corporation	5500E4VL	GPS AND DIAGNOSTICS LTE EXTENDED	\$ -	EA	US
426-4Q	Morey Corporation	5500N3AS	GPS AND DIAGNOSTICS-ATT	\$ -	EA	US
426-4Q	Morey Corporation	1009N2VD	6100 Device (Expressfleet)	\$ 50.00	EA	US
426-4Q	CALAMP Corp	1000N4VL	Asset Guard BX	\$ 150.00	EA	Taiwan
SUBSCRIPTIONS SERVICES						
426-4Q	Verizon Connect NWF	MOH5200120	Monthly service fee for GPS only on the 5200 device	\$ 16.19	EA / MTH	US
426-4Q	Verizon Connect NWF	MOH5500120	Monthly service fee for GPS and Diagnostics data for the 5500 device	\$ 16.19	EA / MTH	US
426-4Q	Verizon Connect NWF	MOH6100120	6100 Monthly Service Fees	\$ 13.50	EA / MTH	US
426-4Q	Verizon Connect NWF	MO_AGBX120	MONTHLY SERVICE AG BX	\$ 13.00	EA / MTH	US
426-4Q	Verizon Connect NWF	MO_AGPW120	MONTHLY SERVICE AG PW	\$ 13.00	EA / MTH	US
426-4Q	Verizon Connect NWF	CONNECTMS	Garmin CONNECT fee	\$ 2.95	EA / MTH	US
426-4Q	Verizon Connect NWF	CUH5200060	60 Second Configurable Update Rate 5200 ¹	\$ -	EA / MTH	US
426-4Q	Verizon Connect NWF	CUH5500060	60 Second Configurable Update Rate 5500 ¹	\$ -	EA / MTH	US
426-4Q	Verizon Connect NWF	CUH5200045	45 Second Configurable Update Rate 5200 ¹	\$ 1.00	EA / MTH	US
426-4Q	Verizon Connect NWF	CUH5500045	45 Second Configurable Update Rate 5500 ¹	\$ 1.00	EA / MTH	US
426-4Q	Verizon Connect NWF	CUH5200030	30 Second Configurable Update Rate 5200 ¹	\$ 2.00	EA / MTH	US
426-4Q	Verizon Connect NWF	CUH5500030	30 Second Configurable Update Rate 5500 ¹	\$ 2.00	EA / MTH	US
426-4Q	Verizon Connect NWF	CUH5200015	15 Second Configurable Update Rate 5200 ¹	\$ 3.00	EA / MTH	US
426-4Q	Verizon Connect NWF	CUH5500015	15 Second Configurable Update Rate 5500 ¹	\$ 3.00	EA / MTH	US
¹ Configurable Update Rate: Notwithstanding the "Qty" (quantity) specified above, the Monthly Recurring for the Configurable Update Rate each month will be determined by the fastest actual Configurable Update Rate per device enabled by the Customer at any time during the respective month, via Customer's SSP. Configurable Update Rate purchases for the 5000 series device models require the customer to enable the specific Update Rate feature (i.e. 15, 30, 45, 60 seconds) on their SSP after device activation and registration						
ACCESSORIES						
426-4Q	Morey Corporation	PARTS030	Reinstallation Kit	\$ 3.00	EA	US
426-4Q	Morey Corporation	PARTS031	Tamper Resistant Zip Ties (100 per pack)	\$ 50.00	EA	US
426-4Q	Onshore Technologies	PARTS040	Window-Mount GPS Antenna Module (5500/5200)	\$ 35.00	EA	US
426-4Q	Onshore Technologies	PARTS041	Sensor Input Harness (5500/5200)	\$ 10.00	EA	US
426-4Q	Onshore Technologies	PARTS042	OBd-II Adapter Kit only including Core Connector & 8 Adapters (5500/5200)	\$ 20.00	EA	US
426-4Q	Onshore Technologies	PARTS053	Garmin FMI 45 Cable with Traffic for CONNECT	\$ 145.95	EA	US
426-4Q	Onshore Technologies	PARTS054	Garmin FMI Modified Cable	\$ 55.00	EA	US
426-4Q	Coachella Valley Packaging	PARTS057	Pelican Micro Case for 5200 w/ 15' Universal Harness	\$ 74.95	EA	US
426-4Q	Onshore Technologies	A-PEM001	PEM Port Expansion Module	\$ 140.00	EA	US
426-4Q	Onshore Technologies	PARTS060	Driver ID Reader	\$ 15.00	EA	US
426-4Q	Morey Corporation	PARTS061	Driver ID Key	\$ 3.50	EA	US
426-4Q	Networkfleet	PARTS069	OBd Harness Extension	\$ 10.00	EA	US
426-4Q	Onshore Technologies	PARTS071	Bluetooth Extension	\$ -	EA	US
426-4Q	Onshore Technologies	PARTS087	Driver ID Reader Audible	\$ 15.00	EA	US
426-4Q	Onshore Technologies	PARTS090	Alt Power / Ground Adapter (5200/5500)	\$ 20.00	EA	US
426-4Q	Onshore Technologies	PARTS095	ID Reader Adapter Install Kit	\$ 30.00	EA	US
426-4Q	OCP	PARTS099	USM - 6-pin Heavy Duty Harness for 5000	\$ 30.23	EA	US
426-4Q	OCP	PARTS100	USM - 9-pin Heavy Duty Harness with Square Flange for 5000	\$ 30.23	EA	US
426-4Q	OCP	PARTS101	USM - 9-pin Heavy Duty Harness with "D" Mount for 5000	\$ 30.23	EA	US
426-4Q	OCP	PARTS102	USM - Universal Harness for 5000	\$ 9.57	EA	US
426-4Q	OCP	PARTS104	USM - Quick Install Harness	\$ 9.57	EA	US
426-4Q	OCP	PARTS106	USM - 5000 9-pin Heavy Duty Harness "D" Type 2	\$ 30.23	EA	US
426-4Q	OCP	PARTS107	USM - 5000 9-pin Heavy Duty Harness "Square" Type 2	\$ 30.23	EA	US

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SIN	Manufacturer	VCN Part Number	Product Description	GSA Price	UOI	COO
ACCESSORIES (CONT)						
426-4Q	OCP	PARTS108	USM - 6100 Power Harness	\$ 9.57	EA	US
426-4Q	Morey Corp	PARTS109	USM - OBD Harness Kit for 5000	\$ 30.23	EA	US
426-4Q	Morey Corp	PARTS110	USM - 16-pin Heavy Duty Harness (Volvo/Mack) with Adapter Kit	\$ 30.23	EA	US
426-4Q	Networkfleet	DATA001	Data Services (Web Services) Setup fee	\$ -	EA	US
426-4Q	Networkfleet	DATA002	Data Services (Data Connect) Setup fee	\$ -	EA	US
INSTALLATION						
426-4Q	Verizon Connect NWF	I-INSTALL-UNIT	Base Installation - Plug/Play or 3 Wire	\$ 65.00	EA	US
426-4Q	Verizon Connect NWF	I-SWAP-UNIT	Device Swap	\$ 65.00	EA	US
426-4Q	Verizon Connect NWF	I-TRANSFER-UNIT	Device Transfer	\$ 65.00	EA	US
426-4Q	Verizon Connect NWF	I-TROUBLESHOOT-UNIT	Troubleshoot	\$ 65.00	EA	US
426-4Q	Verizon Connect NWF	I-INSTALL-FMI	Add-On to Base Installation (Garmin)	\$ 35.00	EA	US
426-4Q	Verizon Connect NWF	I-INSTALL-SENSOR	Add-On to Base Installation (Sensor)	\$ 65.00	EA	US
426-4Q	Verizon Connect NWF	I-INSTALL-AG	Asset Guard Installation (BX/PW)	\$ 65.00	EA	US
426-4Q	Verizon Connect NWF	I-INSTALL-PMC	Add-On to Base Installation (Pelican Micro Case)	\$ 35.00	EA	US
426-4Q	Verizon Connect NWF	I-INSTALL-PEM	Add-On to Base Installation (Port Expansion Module)	\$ 35.00	EA	US
426-4Q	Verizon Connect NWF	I-INSTALL-DID	Add-On to Base Installation (Driver ID or Audible Driver ID)	\$ 35.00	EA	US
426-4Q	Verizon Connect NWF	I-INSTALL-BTE	Add-On to Base Installation (Bluetooth)	\$ 35.00	EA	US
426-4Q	Verizon Connect NWF	TRAINING-HALF	1/2 Day Installation Training	\$ 150.00	EA	US
426-4Q	Verizon Connect NWF	TRAINING-FULL	Full Day Installation Training	\$ 300.00	EA	US

1. The VCT Products above require the acceptance of the term changes indicated below.
2. Standard Equipment must be purchased with a Subscription Service.
3. Service Discounts available for orders with unit size over 399 units.

Verizon Connect Telo Platform Supplemental Terms and Conditions: When purchasing the above Verizon Connect Telo Platform products, the following supplemental terms and conditions pertaining to the Verizon Connect Telo Platform products ("VCT Terms"), are in addition to all other Terms and Conditions in this Verizon Connect NWF's GSA Terms and Conditions for GS-07F-5559R ("VCN GSA Terms"). In the event of a conflict between the VCN GSA Terms and the following VCT Terms, the terms of these VCT Terms shall control.

15 a. LIMITED WARRANTY:

(i) **PRODUCTS:** Verizon Connect NWF warrants the Products sold to Customer hereunder shall to be free from material defects in material and workmanship under normal use. The warranty for the Products is for a period twelve (12) months from shipment. (ii) **INSTALLATION:** If Verizon Connect NWF agrees to perform Product installation for Customer, and Verizon Connect NWF and Customer have not entered into a Statement of Work for the provision of such Product installation, then Verizon Connect NWF warrants such installations performed for 30 calendar days from the date the work is completed. VCN does not warrant installations, during any period, (i) against abuse, misuse, modification, or unintended use of the Products or other installed equipment; or (ii) an installation, whether requested and implemented by Customer or VCN, or its installers, which results in covering or otherwise concealing an antenna. Other than provided herein, all Product installation is provided "AS IS." VCN expressly disclaims all other warranties and liabilities as provided in Sections 24 (Disclaimer) and 25 (Limitation of Liability) (ii) **WARRANTY CLAIMS:** If a Product fails to comply with the warranty, Verizon Connect NWF will, during normal business hours, repair or replace the Product at no charge, to Customer, except that Customer shall be responsible for removal of the defective Product, shipment to and from Verizon Connect NWF, and installation of the repaired or replaced Product. Verizon-Connect NWF is not responsible, and this warranty does not apply, in the event any defect is caused by the exclusions to the warranty described in Section 15b. The disclaimer of warranty provided in the Agreement shall apply. This warranty obligation for the Products is limited to making good at Verizon Connect NWF's or its supplier's factory any part or parts which are returned to Verizon Connect NWF or its supplier within the warranty period, with transportation charges prepaid and which Verizon Connect NW or its supplier's examination shall disclose to its satisfaction to have been thus defective.

15b. EXCLUSIONS

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This warranty shall not apply to any hardware which: (i) has been repaired, disassembled, reverse engineered, decompiled, adjusted, altered, or modified in any way so as in the judgment of Verizon Connect NWF or its supplier to affect its stability and reliability; (ii) has had an accessory purchased from any entity other than Verizon Connect NWF installed thereon; (iii) has been subject to misuse, abuse, negligence, accident, incorrect installation (unless installed by Verizon Connect NWF or its contractor), or improper storage, maintenance, or operation; (iv) has had software installed on it by a party other than the original manufacturer, Verizon Connect NWF, or its subcontractor; (v) has been subjected to operating or environmental conditions that deviate from the Product's specifications; (vi) has been damaged due to acts of God; (vii) has been damaged due to service performed by an unauthorized entity; or (viii) has its serial number defaced, altered, or removed. The warranty will be voided to the extent any of the occurrences listed in clauses (i) through (vii) of this Section causes failure of the Product, or to the extent the failure to conform to the warranty is caused by any defect in any other product, system, software, or hardware not provided by Verizon Connect NWF.

15c. DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED IN SECTION 15, (I) Verizon Connect NWF MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED, WITH RESPECT TO THE VERIZON CONNECT TELO PLATFORM PRODUCTS SOLD OR RENTED, OR SOFTWARE SERVICES (INCLUDING WIRELESS SERVICES), REMOTE SOFTWARE, SERVER SOFTWARE, SERVICE WEBSITE, MAP DATA, COLLECTED DATA, ALERTS, REPORTS (INCLUDING HOURS OF SERVICE REPORTS) OR PROFESSIONAL SERVICES PROVIDED HEREUNDER, INCLUDING QUALITY, RELIABILITY, OR ACCURACY; (II) THE VERIZON CONNECT TELO PLATFORM SOFTWARE SERVICES (INCLUDING WIRELESS SERVICES), REMOTE SOFTWARE, SERVER SOFTWARE, SERVICE WEBSITE, MAP DATA, COLLECTED DATA, PROFESSIONAL SERVICES, AND PRODUCTS ARE PROVIDED "AS IS" AND "WITH ALL FAULTS BASIS;" AND (III) VERIZON CONNECT NWF AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. EXCEPT AS OTHERWISE PROVIDED HEREIN, VERIZON CONNECT NWF AND ITS SUPPLIERS DO NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE, PERFORMANCE, ACCURACY OR THE RESULTS OF THE USE OF PRODUCTS, SOFTWARE SERVICES (INCLUDING WIRELESS SERVICES, ALERTS OR HOURS OF SERVICE REPORTS), SERVICE WEBSITE, SERVER SOFTWARE, REMOTE SOFTWARE, MAP DATA, COLLECTED DATA, ALERTS, REPORTS, OR ANY PROFESSIONAL SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. NO ORAL OR WRITTEN ADVICE OR INFORMATION PROVIDED BY VERIZON CONNECT NWF OR ITS SUPPLIERS SHALL CREATE A WARRANTY, AND CUSTOMER IS NOT ENTITLED TO RELY ON ANY SUCH ADVICE OR INFORMATION. THIS DISCLAIMER OF WARRANTIES IS AN ESSENTIAL CONDITION OF THIS AGREEMENT. CUSTOMER ACKNOWLEDGES THAT CERTAIN PRODUCTS WORK WITH EXISTING NETWORKS (INCLUDING, BUT NOT LIMITED TO, GPRS AND EDGE NETWORKS) ONLY AND THAT IF A CARRIER RETIRES THOSE NETWORKS, THE PRODUCTS WILL NO LONGER OPERATE AND IN SUCH CASES, VERIZON CONNECT NWF WILL HAVE NO OBLIGATION OR LIABILITY.

19. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE)

If Verizon Connect NWF provides Product installation, then Verizon Connect NWF will work with Customer to develop and execute a installation plan as follows: (i) Verizon Connect NWF will install one Product and corresponding accessories in each Customer unit, up to the defined number of units. Verizon Connect NWF will provide cabling and other minor ancillary parts (e.g. screws, tie wraps) necessary for correct installation of purchased or rented Products. Customer will provide accurate Product count and shipping location information for Customer's location. (ii) Verizon Connect NWF may contract the hardware installation to a qualified third-party Verizon Connect NWF installation partner. (iii) Customer personnel will be onsite during hardware installation to allow for vehicle inspections and identify installation-related issues. The following functionality and tasks are considered out of scope for installation services and Verizon Connect NWF will not be obligated to provide any services associated with the following: (a) procurement, installation, and **Product Installation:** If Verizon Connect NWF provides Product installation, then Verizon Connect NWF

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will work with Customer to develop and execute a Product installation plan as follows: (i) Verizon Connect NWF will install one Product and corresponding accessories in each Customer unit, up to the defined number of units. Verizon Connect NWF will provide cabling and other minor ancillary parts (e.g. screws, tie wraps) necessary for correct installation of purchased or rented Products. Customer will provide accurate Product count and shipping location information for Customer's location.

- 19.1)** Verizon Connect NWF may contract the hardware installation to a qualified third-party Verizon Connect NWF installation partner.
- 19.2)** Customer personnel will be onsite during hardware installation to allow for vehicle inspections and identify installation-related issues.
- 19.3)** The following functionality and tasks are considered out of scope for installation services and Verizon Connect NWF will not be obligated to provide any services associated with the following: (a) procurement, installation, and configuration of mobile devices; (b) installation of tablets and tablet mounts; or (c) training Customer on installation of Product or other hardware.
- 19.4)** Unless otherwise negotiated between the parties, Verizon Connect NWF will generally require two to three weeks lead-time to begin installations. Requests for VCT resources and schedules are managed by Verizon Connect NWF and will be assigned based on mutual agreement, the skillset needed for the installations, and availability of resources possessing the required skill set.
- 19.5)** Installations will take place at a single Customer location Customer is responsible for coordinating vehicle location and installation dates with Verizon Connect NWF or its third-party installation coordinator.
- 19.6)** Customer personnel will be onsite during the onset or beginning of hardware installation and will provide keys and access to the vehicles. At the completion of the installation of all units at an installation site, the installer is required to provide the designated Customer contact an installation log and note any issues found. VCN, or its installer, will lock all vehicles and place the vehicle keys in a location previously designated by Customer. In the event the Customer is not present to provide acceptance, the install will be deemed accepted.
- 19.7)** Upon completion of each install, the installer will provide Customer an opportunity to review the install and provide acceptance. If Customer raises any issues or concerns, the installer will execute the corrections prior to releasing the unit.
- 19.8)** Unless otherwise specified by Customer in writing, VCN, or its installer, will install Product in a logical and reasonably tamper resistant location in the vehicle, as best determined by the individual installer following generally accepted industry standards

20b. TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE)

20b.1) LICENSE: Product, Software and Map Data License:

20b.1.1) The Verizon Connect Telo Software Service is licensed to Customer through an access restricted website and related databases, servers, and software (collectively, the "Service Website" with the software residing on the server referred to herein as the "Server Software") to be used only in the permitted territory or territories identified in an Order Form ("Permitted Territory"). For certain Software Services, Verizon Connect NWF may provide Customer software to be installed on a permitted device or computer system (the "Remote Software") to access the Service Website or to use certain additional features of the Software Service.

20b.1.2) Subject to the terms and conditions of this Agreement, Verizon Connect NWF hereby grants to Customer a non-transferable, non-exclusive, limited right within the Permitted Territory to: (i) access and use the Server Software through the Service Website for internal purposes only; (ii) download one copy of the Remote Software to each permitted device or computer system; (iii) install and use, for internal purposes only, the Remote Software on each permitted device or computer system; and (iv) view any map data and satellite imagery provided as part of the Software Services (collectively, the "Map Data").

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20b.1.3) To the extent any vehicles, assets, mobile objects, or persons are tracked, routed, or managed using any Software Service, those vehicles, assets, mobile objects, or persons must be operating only within the Permitted Territory when they are tracked, routed, or managed. Customer and its employees, consultants and other authorized users of the Software Services shall be subject to the applicable click-thru licenses ("End User Terms"), which are available at <https://login.platform.telogis.com/terms.html>. Customer acknowledges that its employees, consultants, agents, customers and other authorized users of the Software Services may be subject to the End User Terms and other VCT policies, as the case may be.

20b.1.4) Use of certain Map Data is pursuant to the applicable End User Terms, privacy terms, terms of use and acceptable use policies. Map Data are to be used or viewed solely as part of the Software Service for Customer's internal business purposes only. Use of the Remote Software is subject to additional terms and conditions of the applicable click-through end user license agreements incorporated herein by reference and made available when the Remote Software is downloaded.

20b.1.5) Customer's employees, agents, customers and contractors (who are not competitors of VCT or its affiliates) may access the Service Website and Remote Software for Customer's business purposes. Customer's authorized customers may access certain features of the Service Website, provided that such customers agree to the applicable terms and conditions provided at <https://login.platform.telogis.com/terms.html>.

20b.1.6) Customer receives no title or ownership rights in or to such Service Website, Server Software, Remote Software or Map Data. Customer acknowledges Service Website, Server Software, Remote Software and Map Data are licensed to Customer pursuant to the terms and conditions of this Agreement and are not sold to Customer. Except for the license granted in this Section, all right, title, and interest in the Service Website, Server Software, Remote Software, Map Data, and any derivative works in whole or in part of any of the foregoing shall remain the exclusive and proprietary property of VCT, its affiliates or its licensors.

20b.2) CUSTOMER OBLIGATIONS.

Customer agrees to use the Verizon Connect Telo Products, Service Website, Server Software, remote Software, Map Data, and Verizon Connect Telo Website in accordance with all applicable laws and regulations, Verizon Connect Telo's acceptable use policy, and all other policies that Verizon Connect NWF may establish from time to time, which are or will be available on the Verizon Connect Telo Website. Customer will provide notice to their vehicle operators that the vehicles have been enabled for Software Service and that the Software Service may collect data associated with the vehicle's location and manner of operation.

20b.5) PROPRIETARY RIGHTS.

20b.5.1) Customer receives no title or ownership rights in or to the Verizon Connect Telo Service Website, Server Software, Remote Software or Map Data. Customer acknowledges Service Website, Server Software, Remote Software and Map Data are licensed to Customer pursuant to the terms and conditions of this Agreement and are not sold to Customer. Except for the license granted in this Section, all right, title, and interest in the Service Website, Server Software, Remote Software, Map Data, and any derivative works in whole or in part of any of the foregoing shall remain the exclusive and proprietary property of Verizon Connect Networkfleet or its licensors.

20b.5.2) Verizon Connect NWF, or its affiliates own all right, title, and interest, in and to the Service Website, Server Software, Remote Software and Map Data, trade secrets, confidential information, and other proprietary or creative ideas, information, and other material used by Verizon Connect NWF or its affiliates, developed by or for Verizon Connect NWF or its affiliates, or presented to Customer under this Agreement (collectively, "VCT Materials"), including, but not limited to: software, modules, scripts, components, designs, utilities, databases, program listings, tools,

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models, methodologies, programs, systems, analysis frameworks, leading practices, report formats, manner of data expression and specifications, including any copyrights, patents, or other intellectual property or proprietary rights in any of the foregoing, and any improvements, modifications, or derivative works of any of the foregoing.

20b.6) MODIFICATIONS; WEBSITE MAINTENANCE.

Verizon Connect Telo Platform: Customer agrees VCT may alter or modify all or part of the Product, the Software Service, Service Website, Server Software, or VCT Website from time to time; provided such changes do not materially adversely affect Customer's use of the Software Service, Service Website, or VCT Website. Subject to the foregoing, such changes may include, without limitation, the addition or withdrawal of certain features, information, products, services, software or changes in instructions. Customer agrees VCT has the right to perform scheduled maintenance for the Software Service, Service Website, and VCT Website from time to time. This may include application and database maintenance as well as general website maintenance and may or may not involve Software Service, Service Website, or VCT Website unavailability.

20b.9 DATA.

In the course of providing the Software Service, VCT or its affiliates may receive or collect spatial data or data relating to the vehicles, mobile objects, devices, locations, employees, contractors, suppliers, and/or customers of Customer, including but not limited to, vehicle identification number (VIN), GPS location, vehicle speed, acceleration, vehicle diagnostics information, names and ID numbers of employees, and addresses of customers ("Collected Data"). Customer agrees to notify its vehicle drivers and other authorized users of the Products that a vehicle has been fitted with a Product enabled for the Software Services and that such Software Services include the collection of data points associated with the vehicle's location and manner of operation. If Customer has provided consent, VCT may continue to receive and collect the Collected Data after the termination of the Software Services for purposes of facilitating Third-Party Services (defined in Section 14 below) that are requested by Customer. Customer agrees that during and after termination of the Software Services, (i) VCT may retain and use Collected Data for purposes of providing the Software Services, the Support Services, and the Professional Services, and conducting research and development; (ii) VCT may share Collected Data with Affiliates, Third-Party Service Providers and other third-parties providing services to VCT with VCT, subject to obligation of confidentiality; (iii) VCT may disclose Collected Data if required under applicable law, regulation or court order; and (iv) VCT may use and share with third-parties any Collected Data in aggregated or de-identified form such that the source of the Collected Data cannot be identified or that is publicly available without any restriction. Customer acknowledges that Collected Data may be commercially exploited by or on behalf of VCT for commercial marketing purposes, subject to the permissions and restrictions set forth above and in this Agreement, and in VCT's privacy policy (available at www.verizon.com/privacy). To the extent required by applicable law or regulation, Customer agrees to provide notice to and to receive consents from its vehicle drivers and other authorized users of: (i) the nature of the Products and Software Service, (ii) VCT's collection, use, and disclosure of Collected Data and Confidential Information, which may contain Personal Information from time to time, and (iii) VCT's tracking, recordation, processing and use of Collected Data and other information relating to such drivers' and users' whereabouts, movements, vehicle usage, and other activities.

Customer acknowledges and agrees that VCT or its affiliates may access, transfer, process and store Collected Data and Customer Data in the European Union, the United States, New Zealand or any other country in which VCT or its affiliates, subsidiaries, service providers, contractors, business partners or customers maintain facilities.

20b.10) DEFINITIONS.

"Map Data": The map data and satellite imagery provided as part of the Software Service. The use of Map Data is pursuant to applicable end user license agreements which are incorporated herein by reference and can be found on the VCT Website.

"Product": Any equipment or accessory provided for use with any Software Service.

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“Product Installation Services”: The set of services offered to install a Product in accordance with Section 4 below.

“Remote Software”: Software that may be provided by VCN that will be installed on a permitted device or computer system to access the Service Website and certain additional features of the Software Service. The use of Remote Software is pursuant to applicable end user license agreements which are incorporated herein by reference and may be found on the VCT Website.

Service Partners: The companies that VCN and VCT work with, from time to time, to provide the VCN Services and/or VCT Software Service, including, but not limited to, wireless service carriers, installers, website operators, mapping data providers and licensors.

“Service Website”: An access-restricted website and its related databases, servers, and software.

“Server Software”: The software residing on the Service Website.

“Software Service”: Any software service ordered hereunder.

“VCT”: Verizon Connect Telo Inc. is an affiliate of VCN.

“VCT Website”: The VCT website located at www.verizonconnect.com.

“Third Party Services”: The services that Customer may elect to receive directly from a third party, including wireless service, internet service, safety monitoring, fuel card, or any other service related to the Software Service. Additional terms and conditions between the Third Party Service Provider and Customer apply if Third Party Services are used in connection with the Software Service.

“Third Party Service Providers”: The providers of the Third Party Services.