ADDENDUM AGREEMENT BETWEEN ALACHUA COUNTY AND
TT FASTER LLC d/b/a FASTER ASSET SOLUTIONS
FOR FLEET MANAGEMENT SOFTWARE. NO. 14207

This Addendum Agreement ("Agreement") is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (the "County") and TT Faster LLC, d/b/a Faster Asset Solutions, a foreign limited liability company authorized to do business in the State of Florida ("FASTER"), who are collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the County desires to contract with FASTER to provide Fleet Management Software for Alachua County; and

WHEREAS, FASTER is party to a cooperative agreement through the General Services Administration Federal Acquisition Service (GSA) Contract No. 47QTCA23D0054 (the "GSA Agreement") which is available to the County; and

WHEREAS, pursuant to Section 22.3-302(13) of the Alachua County Procurement Code, the procurement of the goods and services need not be procured through a competitive procurement process when supplies or services are under contract through a cooperative and the vendor extends the same terms and conditions of the contract to the County; and

WHEREAS, the FASTER is willing and agrees to provide certain Information Solutions and Services to the County, and agrees to extend to the County the same pricing, terms and conditions of the GSA Agreement for the certain services by way of a separate piggyback agreement; and

WHEREAS, the Parties agree to the terms and conditions of the GSA Agreement, except as modified herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt of which is acknowledged, the Parties agree as follows:

1.   Recitals. The recitals set forth above are correct and are incorporated into this Addendum Agreement.

2.   Term. This Addendum Agreement will be effective upon the date of execution ("effective date") and will remain in effect through the term of the GSA Agreement, unless earlier terminated by the County or by FASTER as provided below.

3.   Scope of Services. Pursuant to this Agreement, FASTER agrees to provide the County, as also referred to as the Customer, with necessary staff, services, training, licenses and associated products for fleet management solutions and services as described in the GSA Agreement and Pricing, a copy of which is attached hereto as **Exhibit A**, and the General Agreement a copy of which is attached as **Exhibit B** (FASTER MSA), including but not limited to the Statement of Work and the Software Upgrades & Support Agreement therein (collectively, the "Services").

4.   Addendum. During the term of this Addendum Agreement, the Parties agree that FASTER

will provide the Services to the County in accordance with the terms and conditions of the GSA Agreement and the FASTER MSA, except for as modified or added below. In the event of conflict between the provisions in this Addendum Agreement and the terms and conditions of the GSA Agreement or the FASTER MSA or any of its schedules or attachments, the provisions of this Addendum Agreement will prevail. Failure to physically attach as an exhibit the GSA Agreement or the FASTER MSA and any of their exhibits, schedules, and appendixes, whether in part or in whole, shall not invalidate this Addendum, but it shall be construed as if the particular document, provision or part was in fact attached.

A. The Parties additionally agree to the following terms and conditions regarding Pricing and Payment by the County to FASTER for the Services:

1) The County agrees to pay FASTER the sum of $102,646.90 for the Services timely and completely provided to the County during the time period from the effective date until one year after the effective date (the "First Year Contract Amount"). This sum anticipates consists of an Implementation Cost of $81,555.00 and the first year of Annual Support of $21,091.90, as presented in more detail in **Exhibit C** *Faster Price Proposal*, attached hereto and incorporated herein. The Parties agree to the GSA pricing set forth in the GSA Agreement, a copy of which in included in Exhibit A.

The Parties agree that each year thereafter during the term of this Addendum, the County will only be responsible for paying to FASTER an Annual Support Cost of $21,091.90 (the "Annual Contract Cost')

2) The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Continuation of this Agreement beyond the term or the end of any County fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes; and that the failure of the Board to do so shall not constitute a breach or default of this Addendum.

3) County will make payment to FASTER of all sums properly invoiced under the provisions of this section in accordance with the provisions of the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.

B. Paragraph 6 of the FASER MSA titled Limitation of Liability is amended to add the following:

Customer agrees that *FASTER's* liability to Customer or any third party due to negligent professional acts, errors or omissions or breach of contract by *FASTER* will be limited to an aggregate of *FASTER's* total fees.

FASTER HEREBY WAIVES AND RELEASES, AND AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS ALACHUA COUNTY AND ITS BOARD OF COUNTY COMMISSIONERS, OFFICERS, EMPLOYEES,

VOLUNTEERS, AND ATTORNEYS (COLLECTIVELY "ALACHUA COUNTY") FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS, DEMANDS, PENALTIES, EXPENSES, AND CAUSES OF ACTION OF ANY AND EVERY DESCRIPTION, AND DAMAGES, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS, BROUGHT AGAINST ALACHUA COUNTY RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH THE NEGLIGENCE, WILLFUL MISCONDUCT, OR VIOLATION OF LAW OF FASTER OR FASTER'S EMPLOYEES, OFFICERS, OR AGENTS IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES SET FORTH IN THIS AGREEMENT. This obligation shall in no way be limited in any nature by any limitation on the amount or type of FASTER's insurance coverage. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limitation of liability of §768.28, Florida Statutes, as may be amended.

C. Paragraph 8 of the FASTER MSA, titled <u>Term and Termination</u>, is deleted in its entirety and replaced with the following:

8.   Term and Termination.
This Agreement is effective upon execution by both Parties ("effective date") and continues through the term of the GSA Agreement, as may be renewed. No amendment of this Agreement shall exceed the term of the GSA Agreement and its renewal periods.

   a. Termination by *FASTER*
      FASTER shall have the right, upon notice to Customer, to terminate this Agreement if: (a) Customer fails to pay FASTER any amount due hereunder and such failure to pay is not cured within 30 days following FASTER's notice to Customer of such breach; (b) Customer is in material breach of this Agreement, provided such breach is not cured by Customer within 30 days following FASTER's notice to Customer of such breach; or (c) Customer (i) terminates or suspends its business activities; (ii) makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority; or (iii) becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes.
   b. Termination by Customer
      Customer will have the right, upon notice to *FASTER*, to terminate this Agreement if (a) *FASTER* is in material breach of this Agreement and *FASTER* fails to remedy such material breach within 30 days of its receipt of such notice; or (b) *FASTER* (i) terminates or suspends its business activities; (ii) makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority; or (iii) becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes. The County Manager and his/her designee is authorized to provide notice of default on behalf of County. If the default is not corrected within the allotted time as specifically provided in the notice of default, the County Manager is authorized to provide Contractor with written notice of termination of this Agreement on behalf of County.
   c. Either party may terminate the Agreement without cause by providing 60 days written notice of termination for convenience to the other party. County Manager and his/her

designee is authorized to provide notice of termination on behalf of the County. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by Contractor.

d. Termination for Unavailability of Funding
If funds to finance this Agreement become unavailable, as determined by the County, County may terminate this Agreement upon written notice to FASTER. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Contractor.

D. The Parties agree that throughout the term of this Agreement, FASTER will procure and maintain insurance of the types and in the minimum amounts detailed in **Exhibit "D-1"** attached hereto and incorporated herein. A copy of a current Certificate of Insurance (COI) showing coverage of the type and in the amounts required is attached hereto as **Exhibit "D-2"**.

E. Except as otherwise provided in this Agreement, any notice from either Party to the other Party must be in writing and delivered by hand delivery with receipt or sent by certified mail, return receipt requested, to the addresses below. All notices will be deemed delivered five (5) business days after mailing. Each Party may change its mailing address by giving the other Party, written notice of election to change the address.

To FASTER:	To County:
TT Faster LLC	Alachua County Information Technologies
760 Lynnhaven Parkway	26 NE 1st St.
Suite 203	Gainesville, FL 32601
Virginia Beach, VA 23452	

cc: With a copy electronically sent to:
Alachua County Procurement, Attn: Contracts
acpur@alachuacounty.us
Clerk of Court, Attn Finance & Accounting
dmw@alachuaclerk.org

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F. If FASTER is determined to be a contractor in accordance with §119.0701, Florida Statutes, FASTER, when acting on behalf of the County, shall, as required by Florida law:

    a. Keep and maintain public records required by the County to perform the Services.

    b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within thirty (30) days advance written notice at a cost that does not exceed the cost provided in Florida law or as otherwise provided by law.

    c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if FASTER does not transfer the records to the County.

    d. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of FASTER or keep and maintain public records required by the County to perform the Services. If FASTER transfers all public records to the County upon completion of the Agreement, FASTER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FASTER keeps and maintains public records upon completion of the Agreement, FASTER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

IF FASTER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO FASTER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S PUBLIC RECORDS CUSTODIAN AT publicrecordsrequest@alachuacounty.us OR (352) 264-6906 OR 12 SE 1ST STREET, GAINESVILLE, FL 32601. If FASTER fails to comply with this section, FASTER will be deemed in default under this Agreement. The County may enforce as set forth in §119.0701, Florida Statutes. FASTER who fails to provide the public records in response to a request within a reasonable time may be subject to penalties imposed under §119.10, Florida Statute, and costs of enforcement, including fees, under §119.0701 and §119.12, Florida Statutes.

FASTER will take reasonable measures to protect, secure and maintain any data held by FASTER in an electronic form that is or contains exempt, confidential, personal information or protected information, as defined by Florida or federal law, related to or in connection with performance of the Services. If FASTER suspects or becomes aware of a security breach or unauthorized access to such data by a third party, FASTER shall immediately notify the County in writing and will work, at FASTER's expense, to prevent or stop the data breach.

5.   <u>Third Party Beneficiaries</u>. This Agreement does not create any relation FASTER with, or any rights in favor of, any third party.

6.   <u>Independent Contractor.</u> In the performance of this Agreement, FASTER is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. FASTER is solely responsible for the means, method, technique,

sequence, and procedure utilized by FASTER in the full performance of the Services referenced in this Agreement.

7.   E-Verify. Pursuant to §448.095, Florida Statues, FASTER shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Professional during the term of the Agreement. Professional shall require any subcontractors performing work or providing Services under this Agreement to register and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the subcontractor during the term of this Agreement, and otherwise comply with Florida law. The E-Verify system is located at https://www.uscis.gov/E-Verify. Failure to comply with this section is grounds for termination and the FASTER (a) may not be awarded a contract with the County for at least 1 year after the date on which the contract was terminated and (b) is liable for any additional costs incurred by the County as a result of termination of this Agreement.

8.   Conflict of Interest. FASTER warrants that neither FASTER nor any of FASTER's employees have any financial or personal interest that conflicts with the execution of this Agreement. FASTER shall notify County of any conflict of interest due to any other clients, contracts, or property interests.

9.   Prohibition Against Contingent Fees. As required by §287.055(6), Florida Statutes, the FASTER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the FASTER to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the FASTER any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If FASTER breaches this provision, the County has the right to termination this Agreement without liability, and at the County's discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

10.   Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

11.   Collusion. By signing this Agreement, FASTER declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, contractors or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.

12.   Counterparts. This Agreement may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the Parties to the terms hereof.

13.   Electronic Signatures. The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. Delivery of this Agreement or any other document contemplated hereby bearing

a manually written or electronic signature, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

14.   <u>Exhibits</u>. The Parties agree that the following are attached as exhibits to the Addendum Agreement and incorporated herein:

Exhibit A: GSA Agreement and Pricing
Exhibit B: General Agreement, including its Schedules
Exhibit C: FASTER Price Proposal to Alachua County
Exhibit D-1:   Insurance Requirements
Exhibit D-2:   Certificate of Insurance

IN WITNESS WHEREOF, the Parties have caused this Addendum Agreement to be executed on the respective dates under each signature: Alachua County, Florida, through its Chair of the Board of County Commissioners who is authorized to sign, and by FASTER, through its duly authorized representative.

TT FASTER LLC d/b/a
FASTER ASSET SOLUTIONS

By: _Mitchel Skyer_

Print: _Mitchel Skyer_

Title: _President_

Date: _9 JUN 2024_

IF THE FASTER IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

ALACHUA COUNTY, FLORIDA

By:_____
Mary C. Alford, Chair
Board of County Commissioners
Date: _____

ATTEST   Approved as to form:

_____   _____
J.K. "Jess" Irby, Esq., Clerk   Alachua County Attorney's Office
(SEAL)

Exhibit A – GSA Agreement and Pricing

FASTER ASSET SOLUTIONS

GENERAL SERVICES ADMINISTRATION
FEDERAL ACQUISITIONS SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE FSS PRICE LIST

MULTIPLE AWARD SCHEDULE
FSC GROUP MAS

TT FASTER LLC dba FASTER Asset Solutions
60 Lynnhaven Pkwy, Suite #203,
Virginia Beach, VA 23452
Phone: 757-623-1700
Fax: 757-652-5114
Website: https://fasterasset.com/
Contract Administrator: Sue Smith
Email: sue.s@fasterasset.com

CONTRACT NUMBER: 47QTCA23D0054

PERIOD COVERED BY CONTRACT: February 24, 2023, through February 23, 2028

Price List is current through Award dated February 24, 2023

Business Size: Small Business

For more information on ordering on ordering go to the following website: https://www.gsa.gov/schedules.
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 GSA *Advantage!*® is: GSAAdvantage.gov.

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FASTER ASSET SOLUTIONS

GSA Contract Holder

CUSTOMER INFORMATION

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

SIN	Recovery	SIN Description
511210	511210RC	Software Licenses
611420	611420RC	Information Technology Training
OLM	OLMRC	Order-Level Materials

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply.
See below.

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. *See below.*

2. Maximum Order: *511210: $500,000; 611420: $250,000*

3. Minimum Order: *$100.00*

4. Geographic Coverage (delivery Area): *Domestic*

5. Point(s) of production (city, county, and state or foreign country): *Same as Contractor*

6. Discount from list prices or statement of net price: *Government net prices (discounts already deducted).*

7. Quantity discounts: *None*

8. Prompt payment terms: *Net 30 Days. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.*

9. Foreign items (list items by country of origin): *All items are U.S. made end products*

10a. Time of Delivery (Contractor insert number of days): *Specified on Task Order*

10b. Expedited Delivery. The Contractor will insert the sentence "Items available for expedited delivery are noted in this price list." under this heading. The Contractor may use a symbol of its choosing to highlight items in its price list that have expedited delivery: *Contact Contractor*

10c. Overnight and 2-day delivery. The Contractor will indicate whether overnight and 2-day delivery is available. Also, the Contractor will indicate that the schedule customer may contact the Contractor for rates for overnight and 2-day delivery: *Contact Contractor*

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10d. Urgent Requirements. The Contractor will note in its price list the "Urgent Requirements" clause of its contract and advise agencies that they can also contact the Contractor's representative to affect a faster delivery: *Contact Contractor*

11. F.O.B Points: *Destination*

12a. Ordering Address: *Same as Contractor*

12b. Ordering procedures: *See Federal Acquisition Regulation (FAR) 8.405-3.*

13. Payment address: *Same as Contractor*

14. Warranty provision: *Contractor's standard commercial warranty.*

15. Export Packing Charges (if applicable): *Not Applicable*

16. Terms and conditions of rental, maintenance, and repair (if applicable): *Not Applicable*

17. Terms and conditions of installation (if applicable): *Not Applicable*

18a. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable): *Not Applicable*

18b. Terms and conditions for any other services (if applicable): *Not Applicable*

19. List of service and distribution points (if applicable): *Not Applicable*

20. List of participating dealers (if applicable): *Not Applicable*

21. Preventive maintenance (if applicable): *Not Applicable*

22a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants): *Not Applicable*

22b. 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. contactor's website or other location.) The EIT standards can be found at: www.Section508.gov/. *Not Applicable*

23. Unique Entity Identifier (UEI) number: *DKBKN6LKS945*

24. Notification regarding registration in System of Award (SAM) database: *Registered (8S4D3)*

Service Contract Labor Standards (SCLS)

The Service Contract Labor Standards (SCLS), also referred to as the Service Contract Act (SCA) is applicable to this contract as it applies to the entire Multiple Award Schedule and all services provided. While no specific labor categories/services have been identified as being subject to SCLS/SCA due to exemptions for professional employees (FAR 22.1101, 22.1102 and 29 CFR 541.300), this contract still maintains the provisions and protections for SCA eligible labor categories. If and / or when the contractor adds SCA labor categories / employees to the contract through the modification process, the contractor must inform the Contracting Officer and establish a SCA matrix identifying the GSA labor category titles, the occupational code, SCA labor category titles and the applicable WD number. Failure to do so may result in cancellation of the contract.

Training Course Titles and Descriptions

Training is integral to a successful implementation and for the customer's continued business. Throughout the implementation process, the customer benefits from our staff expertise in a combination of onsite and remote training services.

There will be three (3) major milestones related to training:

1. System Overview Meetings, these sessions will be via live remote.
2. System Setup & Configuration Training, this training will be via live remote.
3. Go-Live System Training, this hands-on training will be onsite.

End user and system administration training on all facets of *FASTER* Web is provided by *FASTER*. Due to the use of a Soft Go-Live process, end user training will include the users experiencing the customer's data, which makes the training much more relevant.

Sample COTS Training Overview

1. System Overview Meetings

Your Business Process Owners (BPOs) will want to understand key aspects of the system so they can make decisions about:

Data preparation and cleanup
Integrations requirements (if any)

Therefore, *FASTER* provides a series of live, remote, internet sessions in which one of our Implementation Consultants will provide an overview of *FASTER* Web. This will aid your BPOs in making decisions about data preparation and integration requirements. (Your BPOs will likely also want to sit in on the system training that will take place later in the implementation as well.)

Who Should Attend

Your staff that should attend the sessions (agenda below) include:

Key fleet operations personnel
Anyone involved in data preparation or cleanup
Any BPOs who need to influence integration requirements
Typically IT staff including back-end infrastructure managers and those who are involved with reviewing security, system administration, and data preparation
Finance or Accounting BPOs will want to attend the accounting session

Please note: This is NOT training. But we do provide an overview of the system modules in order to facilitate understanding and decision making. System training will occur later in the implementation process.

Remote COTS System Overview Meetings Agenda

Remote COTS System Overview Session – Day 1 (4 Hours)
Review Asset Management
Review Inventory Management
Review Vendors
Review Maintenance, Customer Portal
Review Fuel Management
Questions & Answers
Remote COTS System Overview Session – Day 2 (4 Hours)
Review Technicians Workstation
Review Accounting System

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Determine if customer is going to use tax-line mapping
Review Security and System Administration (This will be covered in more depth during configuration training)
Questions & Answers
Review Data Prep, Cleanup and Conversion

2. System Setup and Configuration Training

This training agenda provides details of the two, four-hour System Setup and Configuration Training sessions and the Billing Accounts Training session. These sessions are for your *FASTER* System Administrator and your Business Process Owners (BPOs) to identify how you want your *FASTER* Web system settings, fields and picklists to be set up. After the training sessions, your *FASTER* System Administrator will perform and complete your setup for Go-Live.

System Setup and Configuration Training Session #1 – (4 Hours)

Assets
  Settings
    Depreciation Method
    PM Hierarchy Highest Type
    PM is Hierarchical
    PM Update Early Late
    PM Update Early Late Cycle
    PM User Current
    Use Auto Acquisition Number
    Reset Begin FY Reading
  Fields (Approximately 153 Standard, Picklist, and Re-Label Fields)
Inventory
  Settings
    Barcode Settings (If Barcode Add-on is in SOW)
      Barcode Field
      Barcode Label Size
      Default Printer
      Merge Parts
      Part Name
      Reassigning Parts
      Receive Parts
      Storeroom Bin Location
      Transaction Date
      Transfer Parts
    Inventory Settings
      Cyclical All Storerooms
      Cyclical Divisor
      Cyclical Include Non-Stock Parts
      Invoice Price Variation Percent
      Keep Part Transactions Within This Number of Days
      Tax Exempt
  Fields (Approximately 76 Standard and Picklist Fields)
Maintenance
  Settings
    History

Maintenance/TWS Settings
Indirect Labor Settings
Alert Mapping Settings (If Alerts Add-on is on SOW)
Calendar Settings
Fields (Approximately 12 Standard and Picklist Fields)
Repair Codes
Repair Reason
Repair Schedule
TWS Repair Category
Group
Component
Action

Fuel
Settings
Manual Entry & Fuel Import Settings
Fuel Cost Setup
Fuel Import Setup (If COTS Fuel Import Add-on is in SOW)
Fuel Markup Setup
Fuel Vendor Mapping
Manual Transaction Employee Validation
Global Fuel Import Settings
Fields (Approximately 23 Standard and Picklist Fields)

System Setup and Configuration Training Session #2 – (4 Hours)

Accounting
Settings
Allow Negative Line Item Budgets
Begin Fiscal Month
Is Begin FY Reading Reset Require
Method Used for Fuel Domain Billing
Method Used For Maintenance Domain Billing
Motor Pool Integrated
Posting Billing Statement Data to Receivables
Prorate Asset Charges
Support System Default Account Code
Use Billing Statement Account Numbers
Fields (Approximately 57 Standard and Picklist Fields)
Vendors
Settings
Vendor Default Payment Type Setup
Fields (Approximately 42 Standard and Picklist Fields)
Dashboard (If Add-on is in SOW)
Settings
Manage Security
Settings
Authentication Settings (This section will need to be configured at Go-Live)
Global Settings
Reports Settings

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Persons
Users
Roles
Technician
Manage Data
Customer Portal
    Settings
    Services
Mass Update
    Assets
    Inventory
Email Administration
Create Templates
    Alert
    Alert Auto Notification
    Appointment
    Customer Portal
    Maintenance
    PM
    Service Complete
    Spending Authorization
PM Scheduler
Email Settings (Customers may want to consider configuring Email Settings at Go-Live due to the possibility of sending false emails to customers during Soft Go-Live Testing and System Training.)
Notification
Logs
    Advanced Search
Search Results
Manage Billing Accounts Training Session (If Billing by Account Codes)
Map Billing Types
Organizations
Charge Types & Elements
Department & Asset Overrides

3. System Training/Go-Live

Your key users and Business Process Owners (BPOs) will have become familiar with the *FASTER* Web system during the System Overview and Configuration Sessions. But even if your key users attended all these sessions, it is important that they also attend the more detailed System Training during the week of Go-Live.

All fleet operations staff that will use the system will receive their training the week of Go-Live so that their learning will be retained and actionable for Go-Live. *FASTER* Web is modularized based on different roles within your fleet operation. Therefore, you will be able to schedule staff to attend the modules that are appropriate for them (see below).

We recommend that your Fleet Manager and *FASTER* System Administrator attend all training modules. The agenda below has an important order that will aid in the learning process. If your Statement of Work (SOW) specifies additional training sessions, the modules below can be added to meet your needs.

For example, you may have chosen to add additional technician workstation training. (The standard system training schedule allows for a second technician workstation training session to be added at no cost.) If you did not specify in

the SOW that you wanted multiple training sessions to accommodate your needs, you can request a quote to add additional training sessions or trainers at any time up to 4 weeks prior to your Go-Live.

System Training/Go-Live Agenda

Monday – System Training (1:00pm – 5:00pm)

Asset Module (*FASTER* System Administrator and Asset Managers) 1:00pm – 5:00pm

    Search Functionality
    Select Asset
    Create Assets
    Reassign Assets
    Plan for Acquisition
    Asset Templates
    Warranty Claims
    Map Location
    How to Navigate and Run Asset Reports
    Help

Tuesday - System Training (8:00am – 4:30pm)

Maintenance Module (*FASTER* System Administrator, Maintenance Supervisor, Service Writers and/or Technicians) 8:00am – 11:30am

    Search Functionality
    Calendar
    Create Work Orders
    Create Direct Charges
    Manage Indirect Labor
    Manage Shop Floor Activity
    Search Issued Item
    Manage Task List
    Service Request & Alerts
    Manage Alert Mapping
    How to Navigate and Run Maintenance Reports
    Help

Lunch Break 11:30am -12:30pm

    Break for lunch with System Training to reconvene at 12:30pm.

Inventory Module (*FASTER* System Administrator, Parts Staff and Parts Managers) 12:30pm - 4:30pm

    Search Functionality
    Ordering
    Receiving
    Vendor Returns
    Transfer In-Out
    Perform Inventory
    Add New Item
    Search Issued Item
    Reassign or Merge Item
    Issue Requested Item
    Barcode Utilities (if purchased)
    Manage Item List
    How to Navigate and Run Inventory Reports
    Help

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Wednesday – System Training (8:00am – 4:30pm)

Technicians Workstation 1 (*FASTER* System Administrator and Technicians) 8:00am - 10:30am

Search Functionality
Calendar
Create Work Orders
Create Direct Charges
Manage Indirect Labor
Manage Shop Floor Activity
Search Issued Item
Manage Task List
Service Request & Alerts
Manage Alert Mapping
How to Navigate and Run Maintenance Reports
Help

Fuel Module (*FASTER* System Administrator and Fuel Clerk) 10:30am - 11:30am

Search Functionality
Enter Transactions
Import Transactions (if purchased)
How to Navigate and Run Fuel Reports
Help

Lunch Break 11:30am -12:30pm

Break for lunch with System Training to reconvene at 12:30pm.

Accounting and Vendors Modules (*FASTER* System Administrator, Accounting Staff and Parts Managers) 12:30pm - 2:00pm

Accounting

Search Functionality
Create New Account
Manage Credit Cards
Manage Vendor Credits
Manage Billing Adjustments
Manage Receivables
Manage Payables
Manage Closeout Processes
Manage Billing Accounts (if billing by accounts review setup)
How to Navigate to and Run Accounting Reports
Help

Vendors

Search Functionality
Create New Vendor
Add and Manage New Purchase Orders
Help

Technicians Workstation 2 (*FASTER* System Administrator and Technicians) 2:00pm - 4:30pm

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Login
Begin Shift
Reviewing Assignments
Work Order Notes
Add New Note
Repair History
Task List
Update Meter Reading
Change Work Order Status
Alerts (if purchased)
Set Repair Status to Complete
Begin Selected Repair
Begin Another Repair
Search Repairs
Add New Repair to Work Order – Not Assigned
Add New Repair to Work Order – Assigned
Add Meter Replacement Repair Code
Quick Assist
Begin an Indirect Activity
Change Repair Reason
Request for Parts
Messages
End Day
Help

Thursday – Go-Live Day

Final Overview with *FASTER* Administrator

  Address Remaining Questions
  Perform System Setup Overview
  Perform Dashboard Overview
  Customer Portal Training
Go-Live Wrap-up Conference Call 1:00 PM EST

FASTER ASSET SOLUTIONS

GSA Pricing

Course Title	Course Length	Minimum Participants	Maximum Participants	GSA Price
Go-Live Week System Training - Additional Trainer(s)	4 Hours	1	20	$2,673.80
System Overview Meetings (SOM)	8 Hours	1	20	$3,208.56
Configuration Training	8 Hours	1	20	$3,208.56
MotorPool System Overview & Configuration Sessions	3 Hours	1	20	$1,458.44
MotorPool System Training/Go Live	4 Hours	1	20	$1,458.44
Asset Module Go Live Training Class	4 Hours	1	20	$2,139.04
Maintenance Module Go Live Training Class	3.5 Hours	1	20	$2,139.04
Inventory Module Go Live Training Class	4 Hours	1	20	$2,139.04
Fuel Module Go Live Training Class	1 Hour	1	20	$534.76
Vendors & Accounting Module Go Live Training Class	1.5 Hours	1	20	$802.15
Technician Module Go Live Training Class	2.5 Hours	1	20	$668.45

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FASTER ASSET SOLUTIONS

GSA Contract Holder

Course Title	Course Length	Minimum Participants	Maximum Participants	GSA Price
Remote Training Sessions	12 Hours	1	20	$1,118.14
Technician Module Go Live Training Class II	2.5 Hours	1	20	$668.45
Inventory Module Standard Live Remote Training	1 Hour	1	20	$972.29
Asset Module Standard Live Remote Training	1 Hour	1	20	$972.29
Maintenance Module Standard Live Remote Training	1 Hour	1	20	$850.76
Accounting & Vendor Modules Standard Live Remote Training	1.5 Hours	1	20	$364.61
Technician Workstation Standard Live Remote Training	2.5 Hours	1	20	$597.96
FASTER Web Administrator (Setup) Standard Live Remote Training	3 hours	1	20	$729.22
Fuel Module Standard Live Remote Training	1 Hour	1	20	$243.07

Course Title	Course Length	Minimum Participants	Maximum Participants	GSA Price
System Overview Meetings (SOM) (SaaS)	8 Hours	1	20	$855.62
Configuration Training (SaaS)	8 Hours	1	20	$855.62
Technician Module Go Live Training Class (SaaS)	2.5 Hours	1	20	$179.88
Onsite Training Hourly	1 Hour	1	20	$388.92

SIN	MFR PART NO	PRODUCT DESCRIPTION	GSA PRICE	COO
511210	FWCLF	FASTER WEB CORE LICENSE FEE	$95.72	US
511210	MPASRRS	MotorPool Asset Sharing, Rental & Reservations System	$29,576.83	US
511210	KBSF	KEYBOX Setup Fee	$9,858.94	US
511210	FWBNSALF	FASTER WEB Non Standard Assets License Fee	$23.93	US
511210	BAOS	Barcoding Add-On Setup	$5,915.37	US
511210	FISV	Fuel Import - Single Vendor	$4,929.47	US
511210	DB	Dashboard	$9,858.94	US
511210	AAWSAPI	Asset Alerts Web Service API	$4,929.47	US
511210	KBS	Keybox Shipping	$287.15	US
511210	L1DCT	Level 1 Data Conversion and Testing	$15,314.86	US
511210	L2DCT	Level 2 Data Conversion & Testing	$8,614.61	US
511210	DEMT	Data Extraction Mapping Tools - EXCEL Mapping	$10,528.97	US
511210	DEAH	Data Extraction Assistance (Hourly)	$172.29	US
511210	ALWSAPI	Asset Locations Web Service API	$4,929.47	US
511210	IWSAPI	Inventory Web Service API	$9,858.94	US
511210	AMRWSAPI	Asset Meter Readings Web Service API	$4,929.47	US

FASTER ASSET SOLUTIONS

GSA Contract Holder

SIN	MFR PART NO	PRODUCT DESCRIPTION	GSA PRICE	COO
511210	POWSAPI	Purchase Orders Web Service API	$5,915.37	US
511210	DBMS	Database Management & Setup	$10,528.97	US
511210	MDC	Migration Data Conversion	$19,143.58	US
511210	FISVEC	Fuel Import - Single Vendor (Existing Customer)	$3,450.63	US
511210	SVSDAO	Single Vendor Site and Dispenser Add On	$2,464.74	US
511210	IIU	Inventory Import Utility (IIU)	$8,873.05	US
511210	DEMTMSSQLSDB	Data Extraction Mapping Tools - MSSQL Staging Database	$10,528.97	US
511210	ASMRI	Asset Meter Readings Import	$8,873.05	US
511210	ASAI	Asset Alerts Import	$6,408.31	US
511210	ASLI	Asset Location Import	$6,408.31	US
511210	ASBCE	Asset Birth Certificate Export	$6,408.31	US
511210	ALFMAO	Alert Filtering and Mapping Add-on	$9,858.94	US
511210	AARE	Asset Alert Results Export	$6,408.31	US
511210	DBASMT	Dashboard Annual Support and Maintenance	$1,971.79	US
511210	ASMRSMT	Asset Meter Readings Support and Maintenance	$1,774.61	US
511210	ASLSMT	Asset Location Support and Maintenance	$1,281.66	US
511210	ASBCSAMT	Asset Birth Certificate Support and Maintenance	$1,281.66	US
511210	ALFMSMT	Alert Filtering and Mapping Support and Maintenance	$1,971.79	US
511210	ASAESMT	Asset Alerts Export Support and Maintenance	$1,281.66	US
511210	FISVSMT	Fuel Import Single Vendor Support and Maintenance	$985.89	US
511210	SVSSDSMT	Single Vendor Site and Dispenser Support and Maintenance	$492.95	US
511210	IVIUSMT	Inventory Import Utility Support and Maintenance	$1,774.61	US
511210	FAWCASMT	FASTER WEB CORE ANNUAL SUPPORT & MAINTENANCE	$19.14	US
511210	DASUMT	Database Annual Support and Maintenance	$8,614.61	US
511210	BDMASSaaS	Database Management & Setup SaaS	$11,425.15	US

SIN	MFR PART NO	PRODUCT DESCRIPTION	GSA PRICE	COO
511210	FAWCLFSaaS	FASTER WEB CORE LICENSE FEE SaaS	$19.14	US
511210	BCAOASMT	Barcoding Add-On Annual Support & Maintenance	$1,183.07	US
511210	IVWS	Inventory Web Service	$1,971.79	US
511210	POWS	Purchase Orders Web Service	$1,183.07	US
511210	ASLWS	Asset Locations Web Service	$985.89	US
511210	ASMRWS	Asset Meter Readings Web Service	$985.89	US
511210	ASAWS	Asset Alerts Web Service	$985.89	US
511210	MPSASMT	MotorPool System Annual Support and Maintenance	$5,915.37	US
511210	MPASSRRSSaaS	MotorPool Asset Sharing, Rental & Reservations System SaaS	$13,810.41	US
511210	ALFMASaaS	Alert Filtering and Mapping Add-on SaaS	$4,604.03	US
511210	ASARESaaS	Asset Alert Results Export SaaS	$2,992.14	US
511210	ASAISaaS	Asset Alerts Import SaaS	$2,992.14	US
511210	ASBCESaaS	Asset Birth Certificate Export SaaS	$2,992.14	US
511210	ASLISaaS	Asset Location Import (SaaS)	$2,992.14	US
511210	ASMRISaaS	Asset Meter Readings Import (SaaS)	$4,142.67	US
511210	IVIUSaaS	Inventory Import Utility (IIU) SaaS	$4,142.67	US
511210	FISVSMTEC	Fuel Import Single Vendor Support and Maintenance Existing Customer	$690.13	US
511210	FISVSaaS	Fuel Import - Single Vendor (SaaS)	$2,302.02	US
511210	FISVECSaaS	Fuel Import - Single Vendor (Existing Customer) (SaaS)	$921.76	US
511210	DSaaS	Dashboard (SaaS)	$4,604.03	US
511210	SVSDAOSaaS	Single Vendor Site and Dispenser Add On (SaaS)	$1,151.49	US
511210	BCAOSSaaS	Barcoding Add-On Setup (SaaS)	$1,841.61	US
511210	FWNSASMT	FASTER WEB NON STANDARD ANNUAL SUPPORT & MAINTENANCE	$4.79	US
511210	AAISMT	Asset Alerts Import Support and Maintenance	$1,281.66	US
511210	DBMSMC	Database Management & Setup Migrating Customer	$1,914.36	US

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SIN	MFR PART NO	PRODUCT DESCRIPTION	GSA PRICE	COO
511210	FWNSALFSaaS	FASTER WEB Non Standard Assets License Fee (SaaS)	$23.93	US
511210	409CMDE	410 - Customer Manual Data Entry	$4,785.89	US
511210	320oIIRWSAPI	320o: Inventory Item Request Web Service API	$4,929.47	US
511210	IVIRWSAPISMT	Inventory Item Request Web Service API Support and Maintenance	$985.89	US
511210	IIRAPISMT	Inventory Item Request API Support and Maintenance	$985.89	US
511210	ASLAPISMT	Asset Location API Support and Maintenance	$985.89	US
511210	ASMRAPIMT	Asset Meter Readings API Support and Maintenance	$1,774.61	US
511210	ASAWSAPISaaS	Asset Alerts Web Service API (SaaS)	$2,302.02	US
511210	320oIIRWSAPISaaS	320o: Inventory Item Request Web Service API (SaaS)	$2,302.02	US
511210	ASLWSAPISaaS	Asset Locations Web Service API (SaaS)	$2,302.02	US
511210	ASMRWSAPISaaS	Asset Meter Readings Web Service API (SaaS)	$2,302.02	US
511210	IWSAPISaaS	Inventory Web Service API (SaaS)	$4,604.03	US
511210	POWSAPISaaS	Purchase Orders Web Service API (SaaS)	$2,762.42	US
511210	TMASMTCOOBDII	Telematics Annual Support, Maintenance, and Communications OBDII	$206.64	US
511210	TMECMMACSMT	Telematics ECM Monitoring Annual Communications, Support and Maintenance	$34.35	US
511210	TMASMTCOASTD	Telematics Annual Support, Maintenance, and Communications Asset Tracking Device	$229.61	US
511210	TMSIACOSMT	Telematics Sensor Integration Annual Communications, Support and Maintenance	$34.35	US
511210	WINUL	WIN User License	$3,713.85	US
511210	WINULSMT	WIN User License Support & Maintenance	$742.77	US

ADDENDUM AGREEMENT BETWEEN ALACHUA COUNTY AND TT FASTER LLC FOR FLEET MANAGEMENT SOFTWARE, 14207

FASTER ASSET SOLUTIONS

GSA Contract Holder

SIN	MFR PART NO	PRODUCT DESCRIPTION	GSA PRICE	COO
511210	MPSOVCUTSSaaS	MotorPool System Overview, Configuration, and User Training Sessions (SaaS)	$766.51	US
511210	KBSSaaS	KEYBOX Setup (SaaS)	$2,631.28	US
511210	L1DCTSaaS	Level 1 Data Conversion and Testing (SaaS)	$4,087.15	US
511210	L2DCTSaaS	Level 2 Data Conversion & Testing (SaaS)	$2,299.14	US
511210	DEMTEXCELMSaaS	Data Extraction Mapping Tools - EXCEL Mapping (SaaS)	$2,814.11	US
511210	DEMTMSSQLSDBSaaS	Data Extraction Mapping Tools - MSSQL Staging Database (SaaS)	$2,814.11	US
511210	DBASQLSMSSSMS	Database Access via SQL Server Management Studio (SSMS)	$2,871.54	US
511210	WINDC	VIN Decoder	$7,394.21	US
511210	VINDCSMT	VIN Decoder Support and Maintenance	$1,478.84	US
511210	CRSSCWOS	Change Request to Site Specific Customization without Support	$1,435.77	US

ADDENDUM AGREEMENT BETWEEN ALACHUA COUNTY AND TT FASTER LLC FOR FLEET MANAGEMENT SOFTWARE, 14207

Exhibit B: FASTER MSA

GENERAL AGREEMENT

TT FASTER LLC, dba *FASTER* Asset Solutions, hereinafter referred to as *"FASTER,"* and the Alachua County, FL, hereinafter referred to as "Customer," agree to the following terms and conditions as detailed below and in the attached Schedules A-E (collectively, the "Agreement"), which are 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

1. *FASTER* Web and Custom Deliverables:

   a. This Agreement 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.

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:

ADDENDUM AGREEMENT BETWEEN ALACHUA COUNTY AND TT FASTER LLC FOR FLEET MANAGEMENT SOFTWARE, 14207

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).

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 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 this Agreement 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 this Agreement binds the named Customer and each of its employees, agents, representatives, and persons associated with it. This Agreement further binds 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.

6. Exclusion of Incidental, Consequential and Certain Other Damages

Neither *FASTER* nor its suppliers shall be liable for any special, incidental, indirect, punitive or consequential damages arising out of the use of or inability to use the *FASTER* software or its associated support services, or the provision of or failure to provide support services under this Agreement.

7. Limitation of Liability

Customer agrees that *FASTER's* liability to Customer or any third party due to negligent professional acts, errors or omissions or breach of contract by *FASTER* will be limited to an aggregate of *FASTER's* total fees.

8. Confidential Information

"**Confidential Information**" means any software provided by *FASTER* to Customer under this Agreement, 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 this Agreement 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 this Agreement; 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. 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, 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.

9. Term and Termination

The initial term of this Agreement shall be for five years from the Effective Date. After expiration of the initial term, Annual Software and Support (as outlined in Schedule B) shall automatically renew for successive one-year periods unless either party provides written notice of non-renewal at least 60 days prior to commencement of the applicable renewal term. The costs for Annual Software and Support in this Agreement will increase annually by the Consumer Price Index for the United States as published by the Bureau of Labor Statistics of the United States Department of Labor (capped at no more than 6% annually), or, if specified, by the amount identified in the pricing quotation. The parties will work in good faith to allow for each party to unwind this relationship if termination occurs.

   a. Termination by *FASTER*

      FASTER shall have the right, upon notice to Customer, to terminate this Agreement if: (a) Customer fails to pay *FASTER* any amount due hereunder and such failure to pay is not cured within 30 days following *FASTER*'s notice to Customer of such breach; (b) Customer is in material breach of this Agreement, provided such breach is not cured by Customer within 30 days following *FASTER*'s notice to Customer of such breach; or (c) Customer (i) terminates or suspends its business activities; (ii) makes an assignment for the benefit of creditors, or

becomes subject to direct control of a trustee, receiver or similar authority; or (iii) becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes.

b. Termination by Customer

Customer will have the right, upon notice to *FASTER*, to terminate this Agreement if (a) *FASTER* is in material breach of this Agreement and *FASTER* fails to remedy such material breach within 30 days of its receipt of such notice; or (b) *FASTER* (i) terminates or suspends its business activities; (ii) makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority; or (iii) becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes.

c. Early Termination

Customer recognizes that pricing consideration is given for multi-year term agreements. In the event that Customer elects to cancel the Agreement without cause prior to the completion of the initial term, Customer agrees to pay 85% of the unbilled portion of the Agreement for the remaining term.

10. General

a. Agreement Modifications

This Agreement can be modified only by a written agreement duly executed by persons authorized to sign agreements on behalf of Customer and of *FASTER*. Any variance from the terms and conditions of this Agreement in any order or other written notification from Customer will be of no effect unless agreed to in writing by *FASTER*.

b. Entire Agreement

This Agreement constitutes the entire agreement among the parties, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on any party except to the extent incorporated in this Agreement.

c. No Other Warranties outside of this Agreement

EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, *FASTER* DISCLAIMS ALL WARRANTIES WITH REGARD TO THE *FASTER* PRODUCT SOLD HEREUNDER, INCLUDING ALL IMPLIED WARRANTIES OF MARKETABILITY AND FITNESS AND ALL OBLIGATIONS OR LIABILITIES ON THE PART OF *FASTER* FOR DAMAGES INCLUDING, BUT NOT LIMITED TO, CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THE USE OR PERFORMANCE OF THE SYSTEM.

d. Severability

If any provision or provisions of this Agreement 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 this Agreement 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. Limitation Period (3 years)

No action, regardless of form, arising out of this Agreement may be brought by either party more than three (3) years after the cause of action has arisen, or, in the case of non-payment, more than three (3) years from the date of the last payment.

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 bill Customer for those excess assets at the applicable additional asset rate noted in Customer's Statement of Work (SOW), Pricing & Payment Terms.

h. Public Agencies

With *FASTER's* approval, this Agreement may be extended for use by other municipalities and government agencies of any state. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter, and/or rules and regulations of the respective political entity. Special discount(s) provided to Customer will not necessarily apply to other customers. Customer does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

i. Governing Law

This Agreement will be governed by the laws of the state of Florida. Customer acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Further, Customer agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

AGREED TO:

Customer: Alachua County, FL	TT FASTER LLC DBA *FASTER* Asset Solutions:
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Schedule A: Statement of Work

1. SERVICES
   a. Orders for Services.
      i. *FASTER* will provide and make the Services available to Customer in accordance with the terms and conditions of this Agreement and any applicable written Quote signed by all parties, which becomes an Order.
      ii. In the event of a conflict between the terms of this Agreement and the terms of an Order, the terms of this Agreement will govern to the extent of the conflict unless the Order expressly states that it is intended to modify the conflicting terms of this Agreement, in which case the terms of the Order will govern to the extent of the conflict.
   b. Professional Services.
      i. If specified in an Order, *FASTER* will provide Professional Services to Customer in accordance with this Agreement and the applicable Order.
         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.
      ii. *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.
      i. *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.
      ii. Training may include some or all of the following training; supervisory and administrative functions, technicians, train the trainer, operators, and other identified customer representatives.
      iii. 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.
      i. *FASTER* shall provide Customer with account setup information within fourteen (14) days of the effective date of Order.
      ii. 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

        i.   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.

        ii.   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.
      i. 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.
      ii. Each such project manager shall be responsible for providing all day-to-day consents and approvals on behalf of such party under this Agreement.
      iii. Customer's project manager will assist with scheduling and coordinating training sessions and other requests Customer may have for the Services.
      iv. 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.
      i. *FASTER* shall not be deemed in breach of its obligations under this Agreement or otherwise liable if *FASTER's* performance of its obligations under this Agreement 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.
      ii. 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.
      iii. *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.
      iv. *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
      i. Assets
      ii. Inventory
      iii. Maintenance
      iv. Fuel
      v. Accounting
      vi. Vendors
      vii. 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.
      i. 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.
      ii. 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
      i. Retrieve work order and direct charge repair information from *FASTER* Web
   c. Asset Alerts API
      i. Retrieving and creating alerts from telematics vendor for assets in *FASTER* Web once per hour.
      ii. 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
      i. Create GPS location record for an Asset in *FASTER* Web from an external automated vehicle location/GPS vendor.
      ii. One or more new location records are created once per hour per asset.
   e. Inventory Orders and Invoices API
      i. Import invoices into *FASTER* Web based on received date
      ii. Import orders and line items by status and date
      iii. Import orders and line items by Vendor Name, Vendor Code, and Purchase Order Number
      iv. Create orders and order lime items (optional parameter)
      v. Deletes orders and order line items.
   f. Inventory Item Request Web Service API
      i. Retrieve item requests and create item request messages.
      ii. Item requests include Storeroom, Begin and/or End Date and Offset
      iii. Item Request Messages for technician include Item Request Identifier (unique), Message Subject, Message Body
   g. Asset Meter Readings Web Service API
      i. Create meter readings for each asset in *FASTER* Web daily per asset from external vendor data feed.
   h. Purchase Orders Web Service API
      i. Import one or more Purchase Orders that match the given Vendor Names, Vendor Codes and Purchase Order Numbers.
      ii. Create one or more purchase orders and budget line items for purchase orders.
   i. Process Billing Automation Web Service API
      i. Auto create date specific billing statement in *FASTER* Web
   j. Asset Birth Certificate Web Service API

        i.   Retrieves and updates Assets in *FASTER* Web.

        ii. Parameters include current Asset Status, date, VinSerial, License, Asset Number, and Organization.

6. Integrations (OPTIONS)
   a. Asset Alerts Import
      i. Import telematics alerts such as, but not limited to, Diagnostic Trouble Codes (DTC), fault codes, inspection comments from external vendors.
   b. Asset Locations Import
      i. Latitude and longitude GPS data points imported from Automated Vehicle Locator system and displayed on *FASTER* Web's map
      ii. Fixed location and ignition status at time of import to be used to track parked vehicle locations.
      iii. 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
      i. Import cumulative asset meter readings available from vendor into *FASTER* Web.
      ii. Supported meter types that may be imported include Miles, Hours, PTO, Engine Idle Hours, etc.
      iii. *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
      i. Import fuel usage data by asset from a Fuel System Vendor (FSV).
      ii. Live production export flat files including the complete disbursement transaction data from Fuel System Vendor are required for import.
   e. Fuel Dispenser Integration
      i. Allows *FASTER* Web users to track the individual fuel site and/or dispenser source.
      ii. Allows configuration to track Inventory Items so fuel imports deplete quantity from inventory.
   f. VIN Decoder
      i. Scan or manually enter a VIN into *FASTER* Web Create Asset and Select Asset processes.
      ii. VIN decoded by the National Highway and Transportation Safety Administration (NHTSA).
      iii. Automatically creates Table Look Up values, such as Make, if the value provided by NHTSA is not in *FASTER* Web.
      iv. 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
      v. Decoded NHTSA values not already in the system will automatically be added to the appropriate field list in Setup when saving the asset.
      vi. NHTSA values are checked to confirm active status in *FASTER* Web.
7. Modules (OPTIONS)
   a. Barcoding Add On
      i. Software to scan and print 2D or Symbiology – Code 128 barcodes
   b. Alert Filtering and Mapping Add On

       i. Automatically create pending repairs or service items
      ii. Automatically send text or email custom notifications.
    iii. Assign custom descriptions to alerts from vendor provided XML file
    iv. Optional alert description reference mapping to SAE (Society of Automotive Engineers) codes with SAE subscription.
  c. Dashboard Add On
       i. Separate module with user definable views and settings
      ii. 12 additional KPI (Key Performance Indicators) Charts
  d. *FASTER* Web Inventory Import Utility (IIU)
       i. Interface that enables the issuance of parts and credits to *FASTER* Web work orders.
      ii. Supports import of Inventory (parts) data from parts or fluid vendor.
    iii. IIU is incorporated directly in *FASTER* Web Integrations Module
    iv. Configuration is done within the *FASTER* Web Integrations Module, results are imported directly into the module.
     v. Scheduling frequency of import as often as every five minutes.
    vi. 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
       i. Software package to manage Asset Sharing, Asset Rentals and Asset Reservations for both attended and unattended motor pools
      ii. Unlimited user access (named accounts)
    iii. Workflow processes to manage customer and end user interaction, rate structures, multiple motor pool locations, and consolidated billing.
  f. Key Box Integration
       i. 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
       i. Utility to export alerts from *FASTER* Web by status fixed or cleared status.
      ii. 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
    iii. Cleared Alert exports include Alert Status (Cleared), Asset Number, VIN/Serial, Alert Code, Alert Description, Date/Time Cleared
  b. Asset Birth Certificate Export
       i. 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
       i. Option 1: Pre-designed MS Excel data mapping template
      ii. Option 2: MSSQL Staging Database provided for mapping and populating existing data for migration
  b. Level 1 Data Conversion and Testing

     i. Data conversion from existing database to *FASTER* Web database. Includes Asset/Equipment Birth Certificates, Parts Birth Certificates, Vendor Birth Certificates, Employees/Users Records.

     ii. Data Validation testing conducted to confirm data conversion integrity.

   c. Level 2 Data Conversion and Testing

     i. Data conversion from existing database to *FASTER* Web database. Includes Fuel Transaction Details and Work Order Transaction Details

     ii. Data Validation testing conducted to confirm data conversion integrity.

   d. Level 3 Data Conversion and Testing

     i. Data conversion from existing database to *FASTER* Web database. Includes Inventory Orders/Receipt Transaction Detail, Chart of Accounts

     ii. Functional stability testing conducted to ensure no data conflicts with FASTER Web table structure.

     iii. 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 the termination provisions identified herein. 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.

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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.

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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).

Term:

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. Removal of delinquent status will be at *FASTER*'s discretion and may require a penalty payment and/or increase in recurring service costs.

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 this Agreement, *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 Schedule E: Pricing & Payments Terms (including all orders and/or addenda accepted following execution of this Agreement, which shall be incorporated automatically into Schedule E at the time of acceptance) 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 this Agreement, *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 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 this Agreement 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 this Agreement 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 this Agreement may be protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except where expressly provided otherwise by *FASTER*, nothing in this Agreement 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 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-

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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 will, unless written notice of termination is given at least 60 days prior to the end of the then-current term, automatically renew at the end of each term for a subsequent term equal in duration to the original term.

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 this Agreement.

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 on a regular basis. 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

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And: ((TMM-TMU) X 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 **<u>Service Level</u>** 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.

ADDENDUM AGREEMENT BETWEEN ALACHUA COUNTY AND TT FASTER LLC FOR FLEET MANAGEMENT SOFTWARE, 14207

SCHEDULE E: PRICING AND PAYMENT TERMS

(Insert Quote/Order)

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**

ADDENDUM AGREEMENT BETWEEN ALACHUA COUNTY AND TT FASTER LLC FOR FLEET MANAGEMENT SOFTWARE, 14207

**SOLUTION
PROPOSAL**
FLEET MANAGEMENT SOFTWARE

FASTER

FASTER Asset Solutions Quote and Proposal

FASTER Web

Gerald Bailey

Fleet Manager

Alachua County, FL

FASTER Asset Solutions is pleased to submit our proposal, Alachua County, FL-FASTER Web Migration (GSA Contract#: 47QTCA23D0054). *FASTER* has been in business since 1982 and provides FMIS systems to cities, counties, states, universities, airports, transit, public utilities, and private companies. *FASTER* is the largest provider of fleet management information systems (FMIS) to municipal governments in North America. We also believe *FASTER* is a superior choice because of the following key strategic differences in our company.

The Most Experienced Staff in the Industry:

Seventy percent of *FASTER*'s technical staff have been with us for more than 10 years. Reference checks will also reveal that no other vendor offers the level of professional technical support staff and responsiveness as *FASTER*. This results in a better implementation experience along with superior ongoing support, which ultimately results in better system utilization and ROI.

FASTER Invests in the Long-Term:

No other systems provider offers better systems longevity or a more advanced and stable system. For nearly 40 years now we have continuously improved our system through three generations of technology. *FASTER* Web is our latest release and includes the ability to deploy as a cloud-based or on-premises system and integrate easily with other software through API technology.

We are Product and Service Focused:

Likely the most important distinction of our company is that *FASTER* is product and service focused. Our strategy to continually reinvest in our products, solutions, and staff, allows us to build a reputation with our customers and partners to have industry leading software and the most responsive and knowledgeable support team in the asset management space.

Thank you for the opportunity to earn your business. If there is any additional information we can provide, or questions we can answer, please don't hesitate to let us know.

Sincerely,

Best Regards,

John Griffin
FASTER Asset Solutions
Enterprise Sales Manager
Direct 757.623.1700 ext 3034
Mobile: 205.515.2167
John.G@fasterasset.com

John Griffin

john.g@fasterasset.com

FASTER ®

		Quote

FASTER Asset Solutions
760 Lynnhaven Pkwy, Suite 203
Virginia Beach, VA 23452
United States

T: 4023055850

Quote #	1852 v5
Date	Feb 19, 2024
Expires	Mar 31, 2024
Contact	John Griffin

Prepared for   Alachua County, FL
Gerald Bailey
PO Box 1188
Gainesville, FL 32602-1188
United States

T: (352) 548-1259
E: gbailey@alachuacounty.us

ACCEPT QUOTE

Alachua County, FL-FASTER Web Migration (GSA Contract#: 47QTCA23D0054)

FASTER Web Core

One-Time Fees

Category	Item	Qty
LICENSE	**FASTER WEB CORE LICENSE FEE**	420
	FASTER WEB Core license fee per standard asset.	
	Standard assets are those originally valued at $5,000 or greater and active).	
	• This includes one instance of the FASTER Web Application with one database.	
	• Unlimited user access (named accounts) included.	
	12.5% Item Discount ($5,250.00)	
	FASTER (Code: 001)	
LICENSE	**FASTER WEB Non Standard Assets License Fee**	54
	For non standard assets (initial purchase price <$5,000). Includes setup, license fee, lifetime software updates for customers, first year maintenance and support.	
	Fuel Only assets are also considered non standard regardless of initial purchase price.	
	12.5% Item Discount ($168.75)	
	FASTER (Code: 012a)	

ADDENDUM AGREEMENT BETWEEN ALACHUA COUNTY AND TT FASTER LLC FOR FLEET MANAGEMENT SOFTWARE, 14207

FASTER

Category	Item	Qty
SETUP / Hosting	**Database Management & Setup Migrating Customer** Establishment of one FASTER Web Instance with a single Database. This setup includes the FASTER Web test environment that will be used during the entire implementation, all database configuration, testing, backup configuration, and validation. Includes 24x7x365 cloud database access. This same environment will be promoted to be the production environment at the time of Go-Live. • Backups: Hourly database backups will be conducted to ensure consistent and recoverable backups of the database to restore from in the event of an emergency. Database Backups will be limited to 14 days of recoverability. Backups will also be sent daily to a secure, offsite location 5% Item Discount ($100.00) Faster Asset (Code: 620)	1

One-Time Subtotal	$45,350.00
Discount	($5,518.75)

Annual Fees

Category	Item	Qty
SUPPORT and MAINTENANCE	**FASTER WEB CORE ANNUAL SUPPORT & MAINTENANCE** FASTER WEB Core annual support and maintenance fee per standard asset. 5% Item Discount ($420.00) FASTER (Code: 001A)	420
SUPPORT and MAINTENANCE	**FASTER WEB NON STANDARD ANNUAL SUPPORT & MAINTENANCE** FASTER WEB Non-Standard Assets annual support and maintenance fee per non-standard asset. 5% Item Discount ($13.50) FASTER (Code: FWNSALICANN)	54
SUPPORT and MAINTENANCE	**Database Annual Support and Maintenance** Annual fee for support, maintenance, software upgrades, firmware/database management, data storage, and report management. • Backups: Hourly database backups will be conducted to ensure consistent and recoverable backups of the database to restore from in the event of an emergency. Database Backups will be limited to 14 days of recoverability. Backups will also be sent daily to a secure, offsite location • Includes 24x7x365 cloud database access. 5% Item Discount ($450.00) FASTER (Code: DBMSANN)	1

* Annual Support and Maintenance Fees billing schedules are outlined in the terms and conditions.

Annual Support And Maintenance Subtotal	$17,670.00
Discount	($883.50)

FASTER Web Add-On Solutions

One-Time Fees

Category	Item	Qty
Addon Modules / WEB	**Fuel Import - Single Vendor (Existing Customer)** Single Vendor Fuel Import This is a single vendor fuel import for an existing customer who has been live on a FASTER product for more than 6 months. The import includes 1 (one) of the following options: 1. Import a new fuel vendor fuel transaction file. 2. Import a new fuel file from your existing vendor. FASTER will conduct complete configuration and testing of the fuel file layout and export files (flat files) from the fuel system. Site & Dispenser optional add on is available, if required, to the single vendor fuel import 5% Item Discount ($180.25) Faster Asset (Code: 301)	1
Addon Modules / WEB	**Single Vendor Site and Dispenser Add On** This is an optional add-on to the Fuel Import (FI) to enable you to track the specific fuel site and/or fuel dispenser. This optional add on allows configuration to track Inventory Items so fuel imports deplete quantity from inventory. 100% Item Discount ($2,575.00) Faster Asset (Code: 303)	1
Addon Modules / WEB	**Dashboard** The Faster Dashboard provides easy access to an at-a-glance overview of key performance indicators and data for your organization. The FASTER Dashboard is designed to give fleets a way to monitor performance, communicate, and make quick decisions about their operations. It comes with 20 Key Performance Indicators (KPIs) charts within the Dashboard Add-on, which includes the 8 module landing charts available within FASTER Web which can also be accessed via the Dashboard for one convenient high level overview. 100% Item Discount ($10,300.00) FASTER (Code: 207nc)	1
Addon Modules / WEB	**Barcoding Add-On Setup** The FASTER Barcoding Add-on provides the ability to scan and print labels on customer provided hardware. This module allows for ease of data entry as well as inventory control. • Beneficial add on for use with in-house numbering system. OEM labels may be used effectively as well. • Simplifies inventory and intake processes for inventory items and storerooms. • Quickly scan incoming inventory with 2D or Symbology – Code 128 barcodes. • Reduces data errors that occur with any manual data entry process. • Print barcode labels for items, including labels for a range of items simultaneously. 20% Item Discount ($1,236.00) FASTER (Code: 208)	1

ADDENDUM AGREEMENT BETWEEN ALACHUA COUNTY AND TT FASTER LLC FOR FLEET MANAGEMENT SOFTWARE, 14207

FASTER

Quote

One-Time Subtotal		$22,660.00
Discount		($14,291.25)

Annual Fees

Category	Item	Qty
SUPPORT and MAINTENANCE	**Fuel Import Single Vendor Support and Maintenance Existing Customer**	1
	Annual support and maintenance for fuel import for existing customer	
	5% Item Discount ($36.05)	
	FASTER (Code: 301ann)	
SUPPORT and MAINTENANCE	**Single Vendor Site and Dispenser Support and Maintenance**	1
	Annual support and maintenance for site and dispenser	
	5% Item Discount ($25.75)	
	FASTER (Code: 303ann)	
SUPPORT and MAINTENANCE	**Dashboard Annual Support and Maintenance**	1
	5% Item Discount ($103.00)	
	FASTER (Code: 207ncann)	
SUPPORT and MAINTENANCE	**Barcoding Add-On Annual Support & Maintenance**	1
	Annual recurring support and maintenance for barcode module	
	5% Item Discount ($61.80)	
	FASTER (Code: 208ANN)	

* Annual Support and Maintenance Fees billing schedules are outlined in the terms and conditions.

Annual Support And Maintenance Subtotal		$4,532.00
Discount		($226.60)

FASTER Web Implementation

One-Time Fees

Category	Item	Qty
Professional Services / Data Conversion	**Migration Data Conversion**	1
	The Migration Data Conversion Product is used for migrating data from FASTER Win to FASTER Web.	
	• Data Migration for FASTER Win Add-Ons are quoted individually and require an individual requirements scope	
	• Data Migration for FASTER Win Customizations are quoted individually and require an individual requirements scope	
	5% Item Discount ($1,000.00)	

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Category	Item	Qty
	Faster Asset (Code: 408)	
	Base Price	

Category	Item	Qty
Professional Services / Report Writing	☐ Migration Win to Web Reports *Optional*	1

FASTER Win report(s), previously developed using Crystal Reporting Services, will be used as a template to build each corresponding report using the FASTER Web Reporting tool.

- Discounted cost reflects that no requirements, specification or approval process related to these reports is needed.
- The stored procedure and RPT file will be used as a template and re-constructed for FASTER Web
- Report(s) are delivered at Soft Go-Live for customer testing.
- Reports will be transitioned without modification. Should customer request/require modifications FASTER will conduct a requirements reveiw and provide a cost for requested modifications.
- Excel – Data Only option in FASTER Win requires a custom export for FASTER Web to ensure you get data export format is presented as desired
- FASTER Web uses a structured database model which may result in slight modifications between FASTER Win and Faster Web reports.

5% Item Discount ($0.00)

Faster Asset (Code: 330m)

Win to Web Report Migrations: Win to Web Report 1 (ALC2001)

One-Time Subtotal	$20,000.00
Discount	($1,000.00)

FASTER Web Training

One-Time Fees

Category	Item	Qty

FASTER

Category	Item	Qty
Professional Services / Training	**Implementation Training**	1

- Faster Web 101 Introduction
- Training Planning Meeting
- Pre-Go Live
  - Six sessions totaling 8 hours of remote, live, instructor-led training focusing on a functional understanding of FASTER Web features to help prepare you for Go Live
- Go Live
  - Three days of onsite, live, instructor-led training
  - Covers functions necessary in day-day fleet work
- 90 Days Post-Go Live
  - Deployment 30 min weekly Status Consult for 1st 30 days
  - Health Check 2-hr call 60 and 90 days from Go Live.
- Ongoing through 1st Year
  - Access to FASTER Resource Central
  - Monthly public Q&A and Seminar on specific topics

10% Item Discount ($1,595.00)

Faster Asset (Code: 512-SGL)

One-Time Subtotal	$15,950.00
Discount	($1,595.00)

Summary

Please contact us if you have any questions.

One-Time Subtotal	$103,960.00
Discount	($22,405.00)
Total One-Time	**$81,555.00 USD**
Annual Support And Maintenance Subtotal	$22,202.00
Discount	($1,110.10)
Total Annual Support And Maintenance	**$21,091.90 USD**

ACCEPT QUOTE

FASTER

Quote

Cost Breakdown

Category	One-Time Fees	Annual Fees
LICENSE	$43,350.00	—
SUPPORT and MAINTENANCE	—	$22,202.00
SETUP / Hosting	$2,000.00	—
Addon Modules / WEB	$22,660.00	—
Professional Services / Data Conversion	$20,000.00	—
Professional Services / Report Writing	—	—
Professional Services / Training	$15,950.00	—
Discount	($22,405.00)	($1,110.10)
Total	**$81,555.00 USD**	**$21,091.90 USD**

FASTER

- All sales subject to FASTER Asset Terms and Conditions.

- Standard agreement for recurring pricing model is 60 months.

- Cancellation of service prior to term expiration will result in an early termination fee equal to 85% of the recurring fees for the remaining term period.

- PAYMENT TERMS:

  - One Time Fees: 30% at Purchase Confirmation/30% at Installation of Software/20% at System Overview/20% at Delivery of Converted Data, Go Live.

  - 100% of Annual Fees at Installation of FASTER Web. Any months remaining on FASTER Win support will be deducted from the first year's annual fee.

Legacy Data Preparation and Cleanup

FASTER Asset Solutions always recommends that customers confirm that all legacy system data is current, accurate, and in good order. Data maintained in good order from previous systems will not typically require any corrections and can be imported effectively and efficiently into the FASTER Web product without issue. In the event that there are legacy data issues that require correction by the customer, FASTER Web consultants will support those efforts for our customers by providing guidance and advice.

ADDENDUM AGREEMENT BETWEEN ALACHUA COUNTY AND TT FASTER LLC FOR FLEET MANAGEMENT SOFTWARE, 14207

EXHIBIT D-1: Insurance Requirements

<div align="center">

TYPE "A" INSURANCE
REQUIREMENTS "ARTISAN
CONTRACTORS / SERVICE CONTACTS"

</div>

The Contractor shall procure and maintain for the duration of this contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the contractor/vendor, his agents, representatives, employees or subcontractors.

<div align="center">

COMMERCIAL GENERAL LIABILITY

</div>

Coverage must be afforded under a per occurrence form policy for limits not less than $1,000,000 General Aggregate, $1,000,0000 Products / Completed Operations Aggregate, $1,000,000 Personal and Advertising Injury Liability, $1,000,000 each Occurrence, and $5,000 Medical Expense.

<div align="center">

AUTOMOBILE LIABILITY

</div>

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident.

<div align="center">

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

</div>

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer's Liability limits for not less than $100,000 each accident; $500,000 disease policy limit and $100,000 disease each employee must be included.

<div align="center">

BUILDER'S RISK / INSTALLATION FLOATERS (when applicable)

</div>

When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the

National Flood Insurance Program.

<div align="center">

CYBER LIABILITY COVERAGE (when applicable)

</div>

Vendor shall procure and maintain for the life of the contract in an amount not less than $1,000,000 per loss for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

ADDENDUM AGREEMENT BETWEEN ALACHUA COUNTY AND TT FASTER LLC FOR FLEET MANAGEMENT SOFTWARE, 14207

<u>Technology/Professional Liability</u>: with limits of $1 million. Coverage is for the life of the contract and must continue for five (5) years after contract expiration. This coverage must include Cyber Liability coverage for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

EMPLOYEE FIDELITY COVERAGE (only applicable to vendors whose employees handle funds)

Employee Dishonesty coverage must be afforded for not less than $500,000 Blanket all employees ISO Form

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I <u>**Commercial General Liability and Automobile Liability Coverages**</u>

a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.

b. The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be non- contributory.

II <u>**All Coverages**</u>

The Contractor/Vendor shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

SUBCONTRACTORS

The Contractor/Vendor shall be responsible for all subcontractors working on their behalf as a condition of this agreement. All subcontractors of the Contractor/Vendor shall be subject to the same coverage requirements stated herein.

CERTIFICATE HOLDER: Alachua County Board of County Commissioners

MAIL, EMAIL or FAX CERTIFICATES

ADDENDUM AGREEMENT BETWEEN ALACHUA COUNTY AND TT FASTER LLC FOR FLEET MANAGEMENT SOFTWARE, 14207

Exhibit D-2: Certificate of Insurance