VILLAGE OF VERNON HILLS

ORDINANCE NO. 2019-145

AN ORDINANCE AUTHORIZING APPROVAL OF A SOFTWARE LICENSE AND
SERVICES MASTER AGREEMENT WITH CABCONNECT IN AN AMOUNT NOT TO
EXCEED $6,000

THE 5th DAY OF NOVEMBER 2019

Published in pamphlet form by the Authority of the
President and Board of Trustees of the Village of
Vernon Hills, Lake County, Illinois, this
5th Day of November 2019

ORDINANCE 2019-145

AN ORDINANCE AUTHORIZING APPROVAL OF A SOFTWARE LICENSE AND SERVICES MASTER AGREEMENT WITH CABCONNECT IN AN AMOUNT NOT TO EXCEED $6,000

WHEREAS, the Village Board currently provide transportation service to senior residents of Vernon Hills: and

WHEREAS, the Village Board wishes to improve and enhance the current transportation services offered to senior residents: and

WHEREAS, it is necessary to enter into a software licensing agreement to manage the senior transportation system:

NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: AUTHORIZATION TO ENTER INTO A MASTER AGREEMENT: The Village Manager is authorized to enter into a Software and Services Master Agreement with CabConnect to manage the Senior Transportation System for the Village.

SECTION 2: AUTHORIZATION TO MAKE PERIODIC PAYMENTS: The Village Manager is authorized to make monthly payments to CabConnect for software licensing, training, and processing fees in an amount not to exceed $6,000.

SECTION 3: EFFECTIVE DATE: This Ordinance shall be in full force and effect from its passage and approval.

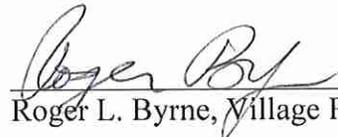**SECTION 4: ORDINANCE NUMBER:** This Ordinance shall be known as Ordinance Number 2019-0145.

Dated this 5th day of November, 2019

Adopted by roll call votes as follows:

AYES: 7 – Byrne, Oppenheim, Takaoka, Schultz, Marquardt, Koch, Brown
NAYS: 0 - None
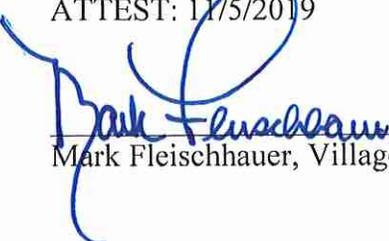ABSENT AND NOT VOTING: 0 - None

Roger L. Byrne, Village President

PASSED: 11/5/2019
APPROVED: 11/5/2019
ATTEST: 11/5/2019

Mark Fleischhauer, Village Clerk

STATE OF ILLINOIS)
)
COUNTY OF LAKE   )

CERTIFICATE

I, MARK FLEISCHHAUER, CERTIFY THAT I AM THE DULY APPOINTED AND ACTING VILLAGE CLERK OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS. I FURTHER CERTIFY THAT ON NOVEMBER 5, 2019, THE CORPORATE AUTHORITIES OF SUCH MUNICIPALITY PASSED AND APPROVED ORDINANCE NO. 2019-145 - AN ORDINANCE AUTHORIZING APPROVAL OF A SOFTWARE LICENSE AND SERVICES MASTER AGREEMENT WITH CABCONNECT IN AN AMOUNT NOT TO EXCEED $6,000.

THE PAMPHLET FOR ORDINANCE NO. 2019-145 INCLUDING THE ORDINANCE AND A COVER SHEET THEREOF, WAS PREPARED, AND A COPY DATED NOVEMBER 5, 2019 AND CONTINUING FOR AT LEAST TEN DAYS THEREAFTER. COPIES OF SUCH ORDINANCE WERE ALSO AVAILABLE FOR PUBLIC INSPECTION UPON REQUEST IN THE OFFICE OF THE VILLAGE CLERK.

DATED IN VERNON HILLS, ILLINOIS, THIS 5th DAY OF NOVEMBER 2019

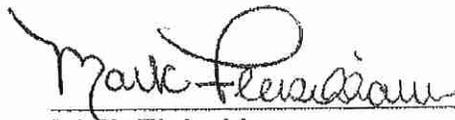Mark Fleischhauer
Village Clerk

SEAL

AFFIDAVIT OF SERVICE
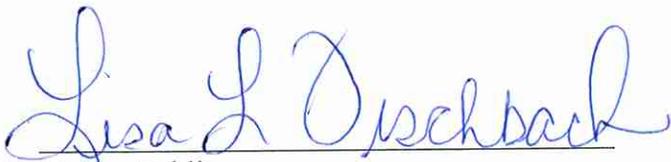
STATE OF ILLINOIS   )
)
COUNTY OF LAKE   )

I, MARK FLEISCHHAUER, BEING FIRST DULY APPOINTED, DEPOSES AND SAYS ON OATH THAT AS VILLAGE CLERK OF THE VILLAGE OF VERNON HILLS, HE DID CAUSE THE FOREGOING CERTIFICATE FOR ORDINANCE NO. 2019-145 - AN ORDINANCE AUTHORIZING APPROVAL OF A SOFTWARE LICENSE AND SERVICES MASTER AGREEMENT WITH CABCONNECT IN AN AMOUNT NOT TO EXCEED $6,000 TO BE POSTED IN THE VILLAGE HALL AS REQUIRED BY LAW FROM NOVEMBER 5 TO NOVEMBER 19, 2019.
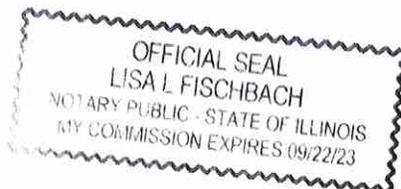
Mark Fleischhauer
Village Clerk

SUBSCRIBED AND SWORN TO BEFORE
THIS 5th DAY OF NOVEMBER 2019

Notary Public

OFFICIAL SEAL
LISA L FISCHBACH
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 09/22/23

This Software License and Services Master Agreement ("Agreement") dated this __8__ th day of __October__, 2019 ("Contract Date") is between Cabconnect Inc., an Illinois corporation ("Cabconnect") and _____ Village of Vernon Hills, Illinois _____ ("Customer").

This Agreement governs the parties' rights and obligations regarding Customer's use of Cabconnect's software (the "Software") and digital financial transaction services (the "Services" and, collectively with the Software, the "Applications") that may be hosted on Cabconnect web servers, Customer servers, or third party servers and any individuals accessing the Applications via the Customer ("End Users"). The applicable Software and Services Applications are identified on Appendix 1. The scope of Services to be provided under the terms of this Agreement is identified on Appendices 1 and 2.

The Applications are provided to Customer under the terms and conditions of this Agreement, and any rules or policies that may be published on Cabconnect's website at www.cabconnect.com/xB0704/Published.html which automatically become part of this agreement.

1. <u>License Grant.</u> Subject to the terms and conditions of this Agreement, Cabconnect grants to Customer, a limited, non-exclusive, non-transferable license to use the Applications (as well as any related documentation, instructions, evaluations, or other written materials). Customer will provide access to the Applications only to its End Users and other persons who are authorized by Cabconnect and the Customer to access the Applications during the term of this Agreement.

2. <u>Effective Date.</u> Shall mean the Effective Date identified on Appendix 2 or such other date as Cabconnect and Customer may subsequently agree to in writing.

3. <u>Term and Auto-Renewal.</u> The term ("Term") means the duration of this Agreement commencing on the date of execution of this contract; and continuing for <u>three (3) years</u> from the Effective Date. The Agreement shall automatically renew for additional one (1) year Terms, unless otherwise terminated in accordance with this Section 4.

4. <u>Termination.</u> Either party may terminate this Agreement at the end of any Term (initial or renewal) by providing the other party written notice of termination at least 30 days prior to the end of such Term. The following provisions will survive the expiration or termination of this Agreement: Sections 6, 7, 8, 10, and 13. Customer may terminate this Agreement if Cabconnect fails to provide the Software and Services to Customer and such breach is not cured within fifteen (15) days after receipt of written notice of the breach. Cabconnect may terminate this Agreement if Customer breaches any term or condition of this Agreement, including, but not limited to, the failure to make timely payment of any fees due and if such breach is not cured within fifteen (15) days after receipt of written notice of Customer's breach. Termination shall not be authorized where there is an ongoing valid dispute as to payment. Upon termination, all payment obligations of Customer due through the date of termination shall be then immediately due and payable, Cabconnect may revoke the license granted to Customer and Cabconnect may immediately prohibit Customer's and End User's use and access to the Applications.

5. <u>Setup and Customization.</u> Cabconnect will or will ensure that its employees will perform the Services as described in Appendix 1 ("Project Details"). Customer will provide Cabconnect with all information required for setup of the Customer's website and registration of the person identified as the Customer's administrator (the "Administrator"). Cabconnect will create any necessary login pages and passwords for Customer's Administrator, but Customer will be responsible for the registration of all End Users. During the Term, Customer shall be permitted to enroll End Users and establish concurrent connections as provided on the attached Appendix 1 and 3. Upon Customer's request, Cabconnect may customize Cabconnect's products and Customer agrees to pay for all changes identified with such customization pursuant to the terms of a separate Cabconnect Consulting

Agreement.

6. <u>Customer and Technical Support.</u> Unless Customer has purchased enhanced customer support services, Cabconnect will provide only basic customer and technical support for the Applications to an administrative contact identified by the Customer. Cabconnect's support obligation will be limited to email, chat or telephone support to Customer's Administrator and/or Customer's End Users (depending upon the support agreement acquired) located in the U.S. and Canada during Cabconnect's normal business hours (8:30 a.m. to 5:00 p.m. Central Time, Monday through Friday - excluding all U.S. federal holidays). Cabconnect will provide e-mail only support to End Users outside the U.S. and Canada, and all support will be provided in English. Customer and technical support will address issues related to use of the Applications, such as registration, navigation, configuration, installation and troubleshooting but will not include issues with respect to any End Users' own internet connectivity issues or computer hardware issues. Cabconnect may conduct maintenance of the Applications and Customer's website, which will normally be performed on Sundays from 6:00 p.m.-11:00 p.m. (Central Time). Cabconnect may conduct emergency maintenance of the Applications and Customer's website at anytime, with or without advanced notification. During maintenance time, the Applications may not be available for use. Cabconnect may elect, in its reasonable discretion, to expand or restrict the amount of time allocated to providing the customer and/or technical support services or modify its existing maintenance schedule. In the event that Cabconnect's elects to modify its customer and/or technical support services or maintenance schedule, Cabconnect will provide Customer with 30 days advance notice any such changes taking effect.

7. <u>Ownership.</u> Customer acknowledges and agrees that the Applications and all related items provided to Customer and its End Users hereunder, as well as any and all copies thereof, contain valuable copyrighted material, trademarks, trade dress, service marks, trade secrets and proprietary and confidential information of Cabconnect and/or its licensors, and that Cabconnect and/or its licensors shall own and retain all respective applicable copyrights, trademarks, service marks, trade dress, trade secrets and other intellectual and property rights in the Applications and all related items provided hereunder, including any enhancements thereto or derivative works thereof, whether or not authorized concerning Cabconnect's respective rights. It is expressly understood and agreed that title to, or ownership of, any part of the Applications or any related items provided hereunder, including any enhancements thereto or derivative works thereof, shall not ever be transferred to Customer. All graphics, logos, service marks, and trade names, including third-party names, product names, and brand names (collectively, the "Marks") relating to the Applications are the trademarks of Cabconnect or Cabconnect's partners or affiliated entities. Customer and End Users are prohibited from using any Marks without Cabconnect's prior written permission. Cabconnect reserves all rights related to the Marks not expressly granted in this Agreement.

8. <u>Limitations on Transfer and Use.</u> Customer may not assign, transfer or convey its rights, interests or obligations in or under this Agreement to any party for any purpose without Cabconnect's advance written consent, which shall not be unreasonably withheld. Customer and End Users may not use the Applications except as expressly permitted, which permission will not be unreasonably withheld or delayed under this license Agreement or the terms of the order form, including the requirements provided by applicable U.S. intellectual property laws, and U.S. copyright laws. Any routine and/or systematic redistribution of any portion of the Applications is expressly prohibited. Furthermore, Customer and End-Users shall not, nor shall they permit others to do any of the following: (a) sell, distribute, transmit, or otherwise provide access or use to any person not authorized by this license; (b) store any Applications in any information storage and retrieval system which provides access to persons not authorized by this license or provides concurrent usage by more End-Users than those authorized by this license; (c) rent, sublicense, lease, or assign any license to the Applications to any person other than Customer; (d) copy, reproduce, create derivative works from, de-compile, disassemble, or otherwise reverse-engineer the Applications, or in any other way alter, translate,

modify, or adapt the Applications; or (e) make use of the Internet or an Intranet to provide access, by authorized users, to the Applications through any local or wide area networks, timesharing services, multiple site arrangements or other forums which permit multiple simultaneous access or distribution other than provided by this Agreement. Any access to or use of the Applications (or any part thereof) by persons or other users who are not authorized by Customer and this Agreement is specifically prohibited. Cabconnect may transfer its rights, interests and obligations under this agreement in accordance with the terms of Section 13(f) below.

9. Fees, Invoicing, and Payments. Customer shall pay Cabconnect fees for the Applications on a monthly basis pursuant to the schedule identified in Appendix 1. Fees shall be based on the number of transactions processed for the month. Cabconnect will generate invoices to Customer on or about the first business day of every month. Customer will pay each invoice within thirty (30) days of the date of the invoice. Cabconnect will submit invoices to the address provided in the Notice section of this Agreement. Invoices shall be paid in accordance with the Illinois Local Government Program Payment Act 50 I2CS 505/1. Cabconnect may suspend Customer and End User's use of and access to the Applications, if Customer's payment of undisputed fees is fifteen (15) or more business days delinquent, after ten (10) days written notice and opportunity to cure. Additionally, Cabconnect shall be entitled to recover any sums expended in connection with the collection of any sums not paid when due, including reasonable attorneys' fees. Should Customer continue to use the Applications after the term of this Agreement, then Customer agrees to pay the monthly fee associated with use of the Applications and any other transaction processing fees incurred until discontinuance of use of the Software by Customer at the then prevailing monthly rates.

10. ACH/Credit Card Authorization. Customer may agree to pay its Cabconnect invoices via automatic recurring ACH or Credit Card payments pursuant to instructions on the attached ACH/Credit Card Authorization Form. By executing such form Customer authorizes Cabconnect to process an ACH or credit card debit on the first business day for each month for all applicable fees due on the invoice generated during the prior month.

11. Limited Warranty and Disclaimer; Limit of Liability; Indemnity. Cabconnect warrant to Customer that the Software will operate in accordance with the documentation provided to Customer online (the "Documentation"). This limited warranty shall apply only during the first year from the first day that the Software is available to Customer (the "Warranty Period"). Should the Software not function in accordance with the Documentation, (a "Warranty Claim") then Customer shall upon written notice to Cabconnect be entitled to a refund of the fees attributable to the Software only and collected during the Warranty Period. The foregoing refund shall be Customer's exclusive remedy for a breach of the foregoing limited warranty. All Warranty Claims not made in writing or not received by Cabconnect within thirty (30) days of the last day of the Warranty Period shall be deemed to have been waived by Customer. OTHER THAN THE FOREGOING LIMITED WARRANTY, WE MAKE NO REPRESENTATIONS ABOUT THE SOFTWARE OR SERVICES AND IS PROVIDING THE SOFTWARE AND SERVICES TO CUSTOMER AND ITS END USER "AS IS" AND WITHOUT WARRANTY OF ANY KIND. WE EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY WARRANTIES ALLEGED TO HAVE ARISEN FROM CUSTOM, USAGE, OR A COURSE OF DEALINGS BETWEEN THE PARTIES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, WE SHALL NOT BE LIABLE TO CUSTOMER OR ANY END USER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES, INCLUDING (WITHOUT LIMITATION) DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY LOSS OF PROFIT, INTERRUPTION OF SERVICE, OR LOSS OF BUSINESS OR ANTICIPATORY PROFITS, EVEN IF WE HAVE BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES. IN NO EVENT WILL OUR AGGREGATE LIABILITY

UNDER THIS AGREEMENT EVER EXCEED THE TOTAL AMOUNT OF ANY FEES PAID BY CUSTOMER DURING THE TERM HEREOF. Cabconnect agrees to defend Customer and to pay any judgments, costs and expenses, or amounts paid in settlement to which Cabconnect agrees, which Customer may sustain as the result of any claim by a third party that the Software by itself and in unmodified form infringes or misappropriates such third party's United States copyright, trade secrets, or patent; provided that Customer provides Cabconnect with prompt written notice of such claims or threat of such claims and that Cabconnect is given full control and authority to investigate, defend and/or settle such claim. In the event of any claim that Cabconnect's Applications infringes a third party's intellectual property rights, Cabconnect may, at Cabconnect's option, procure the rights to allow Customer to continue to use the Applications, modify the Applications so it is not infringing in which case Customer shall immediately cease using the infringing Applications, or terminate this Agreement and refund pro-rata portion of any unused Customer fees actually paid. Customer agrees to defend, indemnify and hold Cabconnect harmless, (and its subsidiaries, affiliates, officers, employees, and directors) from any and all third party claims, liabilities, damages and/or costs (including attorneys' fees) due to or arising directly out of Customer's: (i) use of the Applications in violation of this Agreement; and (ii) unauthorized use or known breach of security, or infringement or violation of any intellectual property or other right of any person or entity related to any Customer or End User provided data, software, or content.

12. <u>Updates; Applicable Terms and Authorization for Auto Updates</u>. Cabconnect may, in Cabconnect's reasonable discretion, provide, and this Agreement applies to, all updates, features, or other functionality, including without limitation alterations of functionality, features, storage, security, availability, content, and other information relating to the Applications (collectively, "Updates"). Cabconnect may provide such Updates to its customer at any time after the date that such Updates are made available, subject to any additional terms and conditions provided by Cabconnect applicable to such Updates. Customer's hereby authorize Cabconnect to, and agree that Cabconnect may, at any time, automatically and in good faith transmit, access, install, and otherwise provide Updates without further need for Customer's prior consent but shall provide notice to Customer of any such Updates. Customer also agrees that Cabconnect may obtain information reasonably necessary to provide the Updates. Cabconnect shall have no obligation to, and nothing in this Agreement may be construed to require Cabconnect to, create, provide, or install Updates.

13. <u>Miscellaneous Provisions</u>.

   a. **Notices.** Any notices required to be given under this Agreement will be given in writing and either mailed by prepaid registered mail or sent by telex or other visible form of electronic media or delivered to the addresses stated below or to such other address as either party may substitute by written notice to the other. Any such notice will be deemed to be received, if mailed, when in the ordinary course of transmission it should have been delivered but in no event later than five (5) business days after the time of mailing, if sent by telex or other visible form of electronic media, upon the date of receipt, and, if delivered upon the date of delivery. If normal mail service is interrupted by postal dispute or force majeure, notice will be delivered and not mailed.

Notice Address for Customer: Village of Vernon Hills
                                  Attn: Mark Fleischhauer
                                  290 Evergreen Drive
                                  Vernon Hills, IL 60061-2904

Notice Address for Cabconnect: Cabconnect, Inc.
Attn: Rhett Buer
714 E. Monument Ave. Ste.134
Dayton, OH 45402

b. **Relationship of Parties.** Nothing contained in this Agreement will be construed as or have the effect of constituting a relationship of employer and employee between the parties to this Agreement. Neither this Agreement, nor any terms and conditions contained herein, shall be construed as creating a partnership, joint venture or agency relationship or as granting a franchise.

c. **Governing Law.** This Agreement is made under and will be governed by and construed in accordance with the laws of the State of Illinois (except that body of law controlling conflicts of law) and specifically excluding from application to this Agreement that law known as the United Nations Convention on the International Sale of Goods. The prevailing party in any litigation between the parties shall recover its reasonable attorneys' fees and costs from the non-prevailing party.

d. **Marketing.** Customer hereby consents to use of Customer's name and logo for the limited purpose of identifying Customer as a Customer of Cabconnect. From time to time, Cabconnect select candidates from Cabconnect's customer list whom it wishes to announce as a business relationship. Should Customer be selected, then Cabconnect shall obtain authorization from Customer before the press release or quote is published in the public domain.

e. **Government Regulations.** Neither Customer nor any of its Registered Users will export, re-export, transfer, or make available, whether directly or indirectly, any regulated item or information to anyone outside the U.S. in connection with this Agreement without first complying with all export control laws and regulations which may be imposed by the U.S. government and any country or organization of nations within whose jurisdiction Customer operates or does business. U.S. Government rights to use, modify, reproduce, release, perform, display, or disclose these technical data and/or computer data bases and/or computer software and/or computer software documentation are subject to the limited rights restrictions of DFARS 252.227-7015(b)(2) (June 1995) and/or subject to the restrictions of DFARS 227.7202-1(a) (June 1995) and DFARS 227.7202-3(a) (June 1995), as applicable for U.S. Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 (June 1987) and/or subject to the restricted rights provisions of FAR 52.227-14 (June 1987) and FAR 52.227-19 (June 1987), as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal procurements.

f. **Assignment by Cabconnect.** Cabconnect shall be entitled to assign this agreement to any party, without notice to or consent of Customer or any End Users. In the event of such an assignment, this Agreement shall bind and inure to the benefit of the parties and their respective successors and assigns.

g. **Survivability.** The terms of the following Sections of this Agreement shall survive any cancellation, termination, or rescission: Ownership, Limitation of Use, Warranty, Indemnity and Limitation of Liability.

h. **Severability and Waiver.** In the event any provision of this Agreement is held to be unenforceable, the remaining provisions of this Agreement will remain in full force and effect, and the unenforceable provisions will be construed in accordance with applicable law as nearly as possible to reflect the original intention of the parties. The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party. Customer may not assign or

delegate its obligations under this Agreement either in whole or in part without the prior written consent of Cabconnect, and such consent may be unreasonably withheld.

i. **Governmental Agencies.** Use of the Applications by the United States Government or other governmental agencies shall be as "restricted computer software" or "limited rights data" as set forth in "Rights in Data - General" at 48 CFR 52.227-14, or as "commercial computer software" or "commercial computer software documentation" under DFARS 252.227-7015, or under such other similar applicable terms and conditions to prevent the transfer of rights in and to the technology to the government other than under normal commercial licensing terms and conditions.

j. **Privacy Policy.** Cabconnect's Privacy Policy can be accessed at on Cabconnect's website ("Privacy Policy") at www.cabconnect.com/privacy.html and Customer hereby acknowledge that Customer have accessed and read the Privacy Policy, that it is a part of this Agreement, and that it is incorporated herein by this reference. The Privacy Policy explains how certain information about Customer, the End User's and their customers may be processed and used, among many other details.

k. **Entire Agreement and Amendments.** The Agreement (including the Privacy Policy and any related consents provided by or disclosures provided to Customer in connection with the Applications) constitutes the entire agreement between Cabconnect and Customer with respect to the Applications and supersedes all other (prior or contemporaneous) communications and proposals, whether electronic, oral, or non-electronic, between Cabconnect and Customer regarding them. Customer agrees that any terms or conditions contained in any document, including but not limited to a purchase order, acknowledgement, email, or other document that Customer may now or later provide to Cabconnect, will have no effect and that this Agreement is the only contract and/or license between Cabconnect and Customer regarding the Applications and may only be amended as set forth herein. The application of the United Nations Convention on the International Sale of Goods is hereby expressly excluded. Cabconnect's performance of this Agreement (including the Privacy Policy) is subject to existing laws and legal process, and Customer agrees that Cabconnect may comply with law enforcement or regulatory requests or requirements notwithstanding any contrary term of this Agreement or that policy. A printed version of this Agreement and of any notice given to Customer in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Cabconnect may, at any time, amend the provisions of this Agreement and/or the Privacy Policy, and Customer may accept the amended provisions in the manner indicated in the amendment notice as communicated by Cabconnect. Any amendment proposed by Customer may only be accepted by Cabconnect in a non-electronic writing manually signed by authorized representatives of the parties. The Applications are being provided electronically and Customer agrees that Cabconnect may communicate electronically with Customer for matters relating to the Applications. Therefore, Customer agrees to periodically visit the Cabconnect's website to examine the then-current Agreement (including the Privacy Policy). Should Cabconnect post any information on its website related to Applications, it shall immediately notify Customer that such posting has been made.

Cabconnect, Inc.	CUSTOMER
	Village of Vernon Hills

Signature: _____
Name: _____
Title: _____
Date Signed: _____

Signature: _Roger By_
Name: _Roger L Byrne_
Title: _Village President_
Date Signed: _November 19, 2019_

APPENDIX 1

The following selected Software and Services shall be provided on the terms stated in the attached Agreement and as provided herein. Additional features and enhancements to the below described Software and Services may be offered by Cabconnect in the future and may be subject to additional fees and charges and additional applicable terms and conditions.

■ This symbol indicates a selection of a product or service within the contract.

Cabconnect Software Applications

■ CardOne™ includes the following features:

- Custom branded prepaid and billing swipe cards
- Closed loop processing
- Leverages existing credit card processing equipment
- Customized programs for each specific account and cardholder
- Rewards programs
- Online enrollment with instant issue card number
- Social responsibility programs

Customer shall pay the following **CardONE™** fees pursuant to the terms of the Master Agreement and this Appendix 1 of this Agreement:

■ **CardONE™** Configuration and Setup Fee	$850
■ **CardONE™** License Fee Options • $50/month	$50/month
■ **Card Production**	Based on Quantity
■ **Card Design**	$250
■ **Transaction Fee**	$0.35/transaction
Due at Contract Signing (100% of Configuration and Setup Fee and Card Design Fee – non-refundable)	**$850.00** **+$250.00** **$1,100.00**
Due at Effective Date	Total Monthly License Fee: $50 + $0.35/transaction

On or before the Effective Date, Customer shall pay Cabconnect the Effective Date Fees identified above. At the end of the first full calendar month after the Effective Date, and every calendar month thereafter, Cabconnect shall determine the number of Active Vehicles applicable for the prior calendar month and shall bill Customer for all applicable Monthly License Fees. Customer shall pay all such applicable Monthly Fees pursuant to the terms this Agreement.

Cabconnect Services

☐ **CardONE™ Remote Training.** Remote training shall be provided by Cabconnect to Customer for a flat rate of $90 per hour (8 hours Included in the Setup and Configuration fee, non-refundable, available after 50% Setup and Configuration fee has been paid and to be used within 60 days after Effective Date).

☐ **CardONE™ On Site Training.** Onsite training shall be provided by Cabconnect to Customer for a flat rate of $1,000 per day, plus reimbursement for all out of pocket expenses, including, without limitation, reasonable travel and accommodation expenses.

☐ **Cabconnect Hourly Consulting Services.** Cabconnect's Hourly Consulting Services shall be provided pursuant the terms of a separate Cabconnect Consulting Agreement.

APPENDIX 2

Project Details

Effective Date: TBD

Scope:
Products Selected: CardONE
Point of Sale System

High level Project Implementation Plan
- 1 Day: Project Kick Off Meeting
- 2 to 3 Days: Skin and Card Design
  - Review company branding with customer
  - Receive logos
  - Receive exact colors
- 1 Day: CardONE Implementation
  - Deploy Issuer
  - Setup Roles
  - Setup Users
- 2 to 3 Days: Card Program Requirements
  - Review goals
  - Complete account questionnaire
  - Create Account Programs
- 3 to 5 Days: Website Integration
  - Option 1 (Simple Integration
  - Option 2 (iFrame Plug Ins)
- 3 to 5 Days: CardONE Integration
  - Contact Point of Sale equipment to enable ITE protocol
  - Establish BIN range
  - Establish Fleet ID
- 2 Days: QA
  - Perform tests on card programs
  - Ensure ITE works as expected
  - Ensure all logins and alerts and workflows work as expected
- 7 to 10 Days: Card Production
  - Supplier/Customer approves artwork
  - Place card order
  - Shipment options (Next day - 3 day delivery)
- 1 to 2 Days: CardONE Training
  - Train sales and marketing personnel
  - Train driver services
  - Train cashiering and back office staff
- Go Live

Plan on 20 to 29 days from contract signing to be fully up and running with CardONE.

APPENDIX 3

CABCONNECT'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. CABCONNECT INC. IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

Customer will be responsible to provide, install, and maintain all workstations equipment and operating system and other software to establish and utilize a supported World Wide Web browser; as well Customer is responsible for establishing and maintaining an Internet connection necessary to access and use the Services. Customer is responsible for all costs and fees (including, but not limited to telephone service, or other telecommunications service, computers and devices) associated with such workstations and Internet services. Cabconnect recommends a dedicated broadband Internet connection; typically this is a minimum connection method/speed of a DSL Internet line.

As part of the registration process for Services, each Customer's user will be given a password. Customer will be responsible for maintaining the confidentiality of any password used to access the service. Customer will be fully responsible for any and all activities that occur under Customer's account and passwords.

Customer can add users at will (limited to 3,000 each); Cabconnect will monitor the application use to verify number of concurrent session permitted. Customer agrees to pay additional fees for each session added. Cabconnect may limit the number of connections to its services and may, in certain circumstances, limit Customer's use of the Services. Cabconnect reserves the right to restrict, suspend, or close an account if Cabconnect determines, in our sole discretion, that doing so is necessary to enforce this Agreement.

Customer will not: (i) transmit or share identification or password codes to persons other than authorized Active Users (ii) permit the identification or password codes to be cached in proxy servers and accessed by individuals who are not authorized Active Users, or (iii) permit access to the Services through a single identification or password code being made available to multiple users on a network.