



San Luis Obispo County Integrated Waste Management Authority

EXECUTIVE COMMITTEE MEETING AGENDA

Thursday, May 28, 2026, 10:00 AM

Location of In-Person Meeting:

555 Chorro Street, Suite D2, San Luis Obispo, CA 93405

Mission Statement:

The Mission of the IWMA is to provide coordinated efforts to follow state waste and recycling policy on behalf of member agencies through practical, cost-effective programs, education, and technical support.

EXECUTIVE COMMITTEE MEMBERS:

President, James Guthrie, City of Arroyo Grande

Vice President, Navid Fardanesh, Special Districts

Past President, Robert Robert, City of Grover Beach

Public Comment:

Person(s) who wish to submit written Public Comment regarding an agenda item may send it to Janet Weldon, Clerk of the Board, at clerk@iwma.com. All correspondence submitted by 8:00 AM on the day of the meeting will be distributed to each board or committee member and will become part of the official record of the meeting. IWMA staff may upload written correspondence onto the agency's website. The agenda and public meeting materials are available for inspection during regular business hours at the IWMA office at 555 Chorro Street, Suite D2, San Luis Obispo, CA 93405.

Members of the public attending the meeting will have the opportunity to address the Executive Committee concerning any item on the agenda below before consideration of that item.

Americans with Disabilities Act Compliance:

In compliance with the Americans with Disabilities Act (ADA), the IWMA is committed to including the disabled in all its services, programs, and activities. If you need special aid to participate in this meeting, please get in touch with Janet Weldon, Clerk of the Board, at least 72 hours before the meeting to enable the IWMA to make reasonable arrangements to ensure accessibility to the meeting. The IWMA Clerk of the Board can be reached at (805) 781-2191 and through email at clerk@iwma.com

1. Call To Order
2. Roll Call
3. Pledge of Allegiance

General Public Comment Period

Members of the public may address the Executive Committee on any items of interest within the jurisdiction of the Committee, including items not scheduled on this agenda. In compliance with the Brown Act, the Committee cannot discuss or act on items not on the agenda but may set items for future agendas.

STAFF REPORTS

4. Executive Director's Report

Led by Executive Director, Coby Skye.

CONSENT AGENDA

5. Executive Committee Meeting Minutes [Page 3](#)

Recommendation: Approve the Executive Committee Meeting Minutes for the April 30, 2026 meeting.

6. Routeware Waste Wizard and ReCollect Services Contract (Quote No. Q-14834) [Page 6](#)

Recommendation: Approve the sole source award of the Routeware Contract (Quote No. Q-14834) for Waste Wizard (Sole Source), ReCollect, and related services as amended to reflect a one-year term (July 1, 2026 through June 30, 2027); and authorize the Executive Director to finalize any remaining negotiations and execute the final agreement on behalf of the IWMA.

REGULAR AGENDA

7. Draft Board Meeting Agenda – June 10, 2026 [Page 47](#)

Recommendation: Review, discuss, and approve the draft IWMA Board Meeting Agenda for June 10, 2026.

8. Executive Committee Member Communications

Provide Executive Committee members with an opportunity to make an announcement and briefly report on their activities directly related to agency business.

ADJOURNMENT

Upcoming Meetings and Events			
Board of Directors	June 10, 2026	August 12, 2026	September 9, 2026
Executive Committee	July 30, 2026	August 27, 2026	October 29, 2026

TO: San Luis Obispo County Integrated Waste Management Authority
FROM: Janet Weldon, Clerk of the Board
RE: Executive Committee Meeting Minutes

BACKGROUND:

N/A

RECOMMENDATION:

Approve the Executive Committee Meeting Minutes for the April 30, 2026 meeting.

FISCAL IMPACT:

N/A

ATTACHMENTS:

- A. Executive Committee Meeting Minutes: April 30, 2026



SAN LUIS OBISPO COUNTY
INTEGRATED WASTE MANAGEMENT AUTHORITY
Connecting the Community to Waste Solutions

Executive Committee Meeting Minutes

Thursday, April 30, 2026, 10:00 AM
555 Chorro Street, Suite D-2, San Luis Obispo, CA 93405

Executive Committee Members

President, James Guthrie, City of Arroyo Grande
Vice President, Navid Fardanesh, Special Districts
Past President, Robert Robert, City of Grover Beach

1. Call To Order

President Guthrie called the Executive Committee to order on April 30, 2026, at 10:00 AM.

2. Roll Call

Present: Directors Fardanesh, Guthrie, Robert
Absent: None

3. Pledge Of Allegiance

General Public Comment Period

None

STAFF REPORTS

4. Executive Director's Report

Executive Director Coby Skye highlighted several items including: discussion of options for the location of future Board meetings; the Household Hazardous Waste Heritage Ranch relocation project is nearing completion; the Accounting firm of Price Paige & Co. is on board, shadowing staff to understand IWMA processes for review and recommendations; today is the last day of Earth Month, and many activities were promoted through social media during April highlighting county-wide events to promote recycling; our agency has received a high number public records requests and are working to respond to them quickly while balancing other priorities.

Consent Agenda Public Comment Period

No public comment received.

CONSENT AGENDA

5. Executive Committee Meeting Minutes Review – February 26, 2026 and March 19, 2026 meetings

Recommendation: Approve the February 26 and March 19, 2026, Executive Committee Meeting Minutes.

Motion by Fardanesh

Second by Guthrie

To approve consent agenda Item 5.

Motion passed approving Item 5 on the following voice vote:

Ayes: Fardanesh, Guthrie, Robert

Noes: None

Abstain: None

CARRIED (3-0)

REGULAR AGENDA

6. Board Meeting Agenda Draft Review – May 13, 2026

Recommendation: Review, discuss, and approve the draft May 13, 2026, IWMA Board Meeting Agenda.

Mr. Fardanesh asked about the Executive Committee's (EC) purpose and about approving the Board agenda. The committee discussed adjusting the scope of the EC's authority, including changing the way the Board agenda is approved, and potential meeting calendar options for EC and Board. The EC requested the Executive Director develop an agenda item putting the recommendation forward and placing the item for discussion at the May 13 Board meeting.

Motion by Guthrie

Second by Fardanesh

To approve Item 6, revised to include a discussion/possible action item regarding changes to the EC purpose/scope and Board and EC meeting calendars.

Motion passed approving Item 6 as amended on the following roll call vote:

Ayes: Fardanesh, Guthrie, Robert

Noes: None

Abstain: None

CARRIED (3-0)

7. Executive Committee Member Communications

None

ADJOURNMENT 10:23 AM

Janet Weldon, Clerk of the Board
San Luis Obispo County Integrated Waste Management

TO: San Luis Obispo County Integrated Waste Management Authority

FROM: Coby Skye, Executive Director

**RE: Routeware Waste Wizard and ReCollect Services Contract
(Quote No. Q-14834)**

BACKGROUND:

The IWMA maintains an interactive Recycling Guide on the agency's website using Routeware's proprietary software, Waste Wizard. The Guide is intuitive for any resident or visitor to access, allowing for navigation using visual cues or search terms to find products and confirm how to properly dispose of them, whether using one of the 3 curbside collection bins or drop off at a household hazardous waste facility or other special collection alternative. Routeware software also supports the Sorting Game that is offered on our website, which is popular in area schools to help promote proper waste sorting.

IWMA staff could not find a comparable software vendor that provides the unique features built into Routeware's Waste Wizard, such as categorization based on waste types and structured recommendations based on the type of waste searched for with embedded links and instructions that are easy for staff to customize and maintain. Other off-the-shelf software would require expensive customization and would not have the features built into Waste Wizard, therefore a one year renewal agreement with Routeware is recommended.

The IWMA formerly contracted with Routeware for their Recyclist data tracking services, to support the initial roll out of SB 1383, but subsequently shifted to a different solution for those services. Therefore the agreement includes a transition of IWMA data to using only the Waste Wizard and Sorting Game services.

RECOMMENDATION:

Approve the sole source award of the Routeware Contract (Quote No. Q-14834) for Waste Wizard (Sole Source), ReCollect, and related services as amended to reflect a one-year term (July 1, 2026 through June 30, 2027); and authorize the Executive Director to finalize any remaining negotiations and execute the final agreement on behalf of the IWMA.

FISCAL IMPACT:

\$11,232 for 12 months of services, reflected in the Fiscal Year 2026/27 Budget.

ATTACHMENTS:

- A. Routeware Quote Q-14834

Q-14834

San Luis Obispo County Integrated Waste Management Authority

QUOTE NUMBER Q-14834

Routeware, Inc.
7719 Wood Hollow Dr.
Suite #150
Austin, TX 78731

Order Q-14834
Good Through: Jun 05 2026
Payment Terms: Net 30
Term 12 Months

Ship To

Coby Skye
San Luis Obispo County Integrated Waste
Management Authority
555 Chorro Street, Suite D2
San Luis Obispo, California 93405
United States
cskye@iwma.com

Bill To

San Luis Obispo County Integrated
Waste Management Authority
555 Chorro Street, Suite D2
San Luis Obispo, California 93405
United States

Salesperson

Phone

Email

Tom Osmun

(615) 474-0751

tom.osmun@routeware.com

Statement of Confidentiality & Non-Disclosure

This document contains proprietary and confidential information. All information and data submitted to San Luis Obispo County Integrated Waste Management Authority is provided in reliance upon its consent not to use or disclose any information contained herein except in the context of its business dealings with Routeware, Inc. The recipient of this document agrees to inform present and future employees of San Luis Obispo County Integrated Waste Management Authority who view or have access to its content of its confidential nature. The recipient agrees to instruct each employee that they must not disclose any information concerning this document to others except to the extent that such information is generally known to, and is available for use by, the public. The recipient also agrees not to duplicate or distribute or permit others to duplicate or distribute any material contained herein without Routeware, Inc's express written consent.

Routeware retains all title, ownership and intellectual property rights to the material and trademarks contained herein, including all supporting documentation, files, marketing materials, and multi-media.

BY ACCEPTANCE OF THIS DOCUMENT THE RECIPIENT AGREES TO BE BOUND BY THE AFOREMENTIONED STATEMENT.

SERVICES

PRODUCT	UNIT	QTY	UNIT PRICE	EXTENDED
ReCollect Implementation (Small)	Each	1	\$0.00	\$0.00
SERVICES TOTAL (USD):				\$0.00

RECURRING SUBSCRIPTIONS

PRODUCT	UNIT	QTY	UNIT PRICE	EXTENDED
Educate Bundle Up to 400k Population	Annually	1	\$11,232.00	\$11,232.00
SUBSCRIPTIONS TOTAL (USD):				\$11,232.00

Payment Terms -

The Software Fee Effective Service Date for this Order will be 2026-07-01.

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

For Time and Materials projects and Install Services, Company will submit invoices for services to Customer by the 10th of the month following the month in which Company provided services.

For Fixed Fee and all other services, 100% shall be billed upon the Effective Service Date.

Company's invoice will include a date, an invoice number, a purchase order number and a description of the goods or services.

Terms & Conditions Information

This Order and all products and services herein are subject to and limited to Routeware's Master Sales and Licensing Agreement (MSLA) with an effective date of December 1, 2025, including Routeware's Professional Services Agreement (PSA), Service Level Agreement (SLA) and Data Security and Protection Schedules with mutually agreed upon edits, attached to this Order and incorporated herein. Upon the full execution of the MSLA and this Order, any purchase orders issued in response to this Order will be deemed acceptance of such terms.

Routeware's Master Sales and Licensing Agreement (MSLA) and any Orders together constitute the entire agreement between the parties with respect to the Products and Services and supersede all prior and contemporaneous discussions, negotiations, communications or agreements regarding the same subject matter. The terms on any purchase order, invoice, or other ordering document that conflict with the terms of the MSLA or the Order will have no effect and are hereby rejected.

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

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

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

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

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

Any lapse in support voids perpetual license.

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

Statement of Work (SOW) Additional Terms -

Mutual agreement of the accompanying Statement of Work (SOW) or Work Authorization (WAF) for the implementation is required prior to contract execution.

Any Time and Materials hours included in this Order represent our best estimate of hours required for the Project, based on our experience. You understand and agree that actual fees may differ. Fixed Fee Pricing reflects Routeware's current understanding of the business requirements and the anticipated future state of the project. All fee and timeline estimates are based on the information provided to-date, including system requirements and resource allocations. It does not account for presently unknown circumstances that create uncertainty. These include, for example, level of participation, complexity of processes and requirements, unknown system and data elements, changes in scope of work, changes in assumptions, delays caused by you or third parties, or other conditions outside of our reasonable control. We will notify you if we expect to exceed cost or timeline estimates, and this will be addressed through the change order process described below.

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

Usage Limit Terms -

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

Accounts Payable Details:

Name: _____

Title: _____

Email: _____

Phone: _____

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

San Luis Obispo County Integrated Waste Management Authority

Signature: _____

Date: _____

Name (Print): _____

Title: _____

Purchase Order Details:

Purchase Order number: _____

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

Routeware, Inc, and Affiliates

Signature: _____

Date: _____

Name (Print): _____

Title: _____

Please sign and email to Tom Osmun at tom.osmun@routeware.com

FOR INTERNAL USE ONLY

Reviewed By:

STATEMENT OF WORK

Purpose

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

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

- Smart City**
 - Solid Waste**
 - Snow/Sweep**
 - Smart City Driver App – Routeware TaaS**
 - Smart City Driver App – BYOD**
 - Samsara Devices**
 - GeoTab Devices**
- ReCollect**
 - Small Implementation**
 - Collection Calendar**
 - Waste Wizard**
 - Sorting Game**
 - Custom Artwork**
 - Mobile App**
 - Large Implementation**
 - Special Request Tool**
 - Cart Request Tool**
- Recyclist Program Tracker**
- Compliance Publishing**

Routeware Inc.'s Gate Checks

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

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

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

Stage 1 - Discover

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

Stage 2 - Design

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

Stage 3 - Deploy

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

Services

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

	Routeware Inc. Deliverables	Customer Deliverables
Discover	Key activities include: <ul style="list-style-type: none">● Project kick-off● Develop implementation plan/key milestones● Complete pre-implementation documents● Review, document, and approve business requirements:<ul style="list-style-type: none">○ Scenarios	Key activities include: <ul style="list-style-type: none">● Define/assemble project team● Project planning● Define measures of project success Key deliverables include: <ul style="list-style-type: none">● Process questionnaires

	<ul style="list-style-type: none"> ○ Reporting ○ Integrations ○ Data workshop/Data import <p>Key deliverables include:</p> <ul style="list-style-type: none"> ● Draft project plan ● Session agendas ● Documented business requirements ● Environment provisioning/solution installation 	<ul style="list-style-type: none"> ● Provide documented process to model recommended configuration ● Provide sample data sets
Design	<p>Key activities include:</p> <ul style="list-style-type: none"> ● Define, configure, document and approve future state ● Conduct status meetings ● Update project plan ● Install solutions(s) ● Targeted training on data maintenance, transactions etc. ● Solution familiarization exercises ● Drafting solution validation plan ● Creation of scenario-based training plan ● Conduct status meetings <p>Key deliverables include:</p> <ul style="list-style-type: none"> ● Data import (3 imports into test environment) ● Solution configuration <ul style="list-style-type: none"> ○ Users ○ Customers ○ Equipment ○ Routes ○ Codes ○ Other applicable data ● Session agendas ● Targeted training ● Final solution configuration ● Design gate check ● Project plan revisions 	<p>Key activities include:</p> <ul style="list-style-type: none"> ● Customer completes recommended Product training ● Attend all system configuration sessions ● Complete all action items after each system configuration session ● Required configuration and testing ● Internal process review ● Attend all design sessions ● Complete solution familiarization exercises ● Attend all status meetings ● Begin work on change management activities <p>Key deliverables include:</p> <ul style="list-style-type: none"> ● Approved business requirements ● Provide data for import <ul style="list-style-type: none"> ○ Accepted file formats include .csv or .xml ○ Updated data sets as required ● Approved future state configurations ● Enumeration of test plans ● Solution familiarization activities ● Data maintenance ● Transaction practice ● Solution validation ● Usage documentation and/or standard operating procedures (SOPs) ● Approval/sign-off
Deploy	<p>Key activities include:</p> <ul style="list-style-type: none"> ● Scenario-based super user training ● Solution validation (user acceptance testing, UAT) ● Creation of end-user training plan ● Solution acceptance milestone ● Conduct status meetings ● Update project plan 	<p>Key activities include:</p> <ul style="list-style-type: none"> ● Solution validation activities ● End-user training plans ● Approval/sign-off ● Solution acceptance <p>Key deliverables include:</p> <ul style="list-style-type: none"> ● End-user training and practice

	<ul style="list-style-type: none"> ● End-user training and practice ● Go-live cutover ● Issue management and stabilization ● Transition to support ● Project closeout <p>Key deliverables include:</p> <ul style="list-style-type: none"> ● Scenario-based training ● Readiness gate check ● Project plan revisions ● Go-live cutover and stabilization assistance ● Issue management and resolution ● Transition to support ● Project closeout 	<ul style="list-style-type: none"> ● Issue triage and management
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Recommended Product Implementation Order

DISCLAIMER:

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

1. Data Workshop

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

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

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

2. Customer and Operations Management – Smart City

Implementation Time: Date Validated and Complete + 12 weeks

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

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

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

3. Compliance Tracking – **Recyclist, Compliance Publishing**

Implementation Time: 6-8 weeks

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

4. Customer Communication & Education – ReCollect

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

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

Assumptions

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

Out of Scope

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

SOW Change Order

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

Services Summary

All pricing for the Professional Services described in this Scope of Work is included in the accompanying Order Form(s) #Q-14834. Fees are based on a fixed fee structure and reflect Routeware Inc.'s current understanding of the Customer's business requirements and the anticipated future state of the project. Any changes to this Scope of Work or requests for additional services will require a new SOW and may incur additional charges at Routeware Inc.'s then-current rates. Final acceptance of this SOW will follow the formal quote which includes this document.

Fixed Fee

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

Confidentiality Statement

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

ROUTEWARE, INC.

MASTER SALES AND LICENSE AGREEMENT

This Master Sales and License Agreement (“MSLA”) governs the Routeware Order(s) as defined herein, by and between Routeware, Inc., being a Delaware Corporation having its principal office at 7719 Wood Hollow Dr., Suite 150, Austin, TX 78731 (the “Company”) and the Customer as defined in the Order(s) (“Customer”).

1. DEFINITIONS

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

“**Access Credentials**” means any user name, identification number, password, license or security key, security token, PIN or other security code, method, technology or device used, alone or in combination, to verify an individual’s identity and authorization to access and use Company Cloud Hosting.

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

“**Company**” means Routeware, Inc. and its subsidiaries.

“**Company Cloud Hosting**” shall mean the provision by Company of hosting services of Software, as described in the Order and more fully defined in the Cloud Hosting SLA in Section 4.

“**Company Cloud Hosting SLA Exclusions**” has the meaning set forth in Section 4.

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

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

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

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

“**Confidential Information**” has the meaning set forth in Section 11.

“**Customer Data**” means information, data and other content, in any form or medium, that is collected, downloaded or otherwise received, directly or indirectly, from Customer by or through Company Cloud Hosting or that incorporates or is derived from the processing of such information, data or content by or through Company Cloud Hosting. “**Monthly Uptime Percentage**” is calculated by subtracting from 100% the percentage of minutes during a calendar month in which Company Cloud Hosting was in the state of “**Region Unavailable**.” Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any Company Cloud Hosting SLA Exclusion (defined in Section 4).

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

“**Day(s)**” unless otherwise indicated, days shall reference Calendar Days.

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

“**Dispute**” has the meaning set forth in Section 11.11.

“**Documentation**” means user guides, user manuals, specifications, and other documentation provided by

Company as such documentation may from time to time be amended or modified by Company.

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

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

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

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

“MSLA” means this Master Sales and License Agreement.

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

“Products” means Hardware and Software.

“Region Unavailable” and **“Region Unavailability”** mean that the Company Cloud Hosted Service is “Unavailable” to Customer.

“RMA” means Return Merchandise Authorization, as described for the evaluation process for malfunctioning equipment in Section 8.3.

“SaaS” means Software as a Service and refers to Routeware’s Cloud-based products.

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

“Service Commitment” has the meaning set forth in Section 4.

“Service Credit” means a dollar credit, calculated as set forth in Section 4, that Company may credit back to an eligible account.

“SLA” means Service Level Agreement in all instances.

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

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

“TaaS” means Tablet as a Service

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

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

“Third-Party Terms” has the meaning set forth in Section 5.

“Unavailable” and **“Unavailability”** means when Customer has no connectivity to its Company Cloud Hosted Service.

“Updates” are subsequent releases of Software which Company generally makes available to its customers who have purchased a Support Plan. Updates typically include bug fixes, patches, and feature enhancements. Updates typically do not include any new functionality that constitutes a new product (which is so designated at Company’s sole discretion) for which Company charges a separate fee. Updates are provided as and when available (as determined by Company) and may not include all previously available supported features. Company develops Updates in its discretion and has no obligation to develop any specific feature or functionality.

2. GENERAL ORDERING PROCESS AND PAYMENT

2.1 Delivery. For those Orders including the shipping of products, Company will use reasonable efforts to meet the delivery dates for Products and Services that are specified in the Order. All Product shipments are delivered F.O.B. to Company’s facility, with title and risk of loss passing at that time. All Products are deemed accepted upon delivery. Delivery delay or default of any installment shall not relieve the Customer of its obligation to pay for Products or Services provided by Company or accept remaining deliveries of Product.

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

2.3 Taxes and Duties. Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, but not limited to, any sales, value added or goods and services tax, or other governmental

charges or tariffs imposed or payable in connection with the rights granted to Customer under this Agreement, or in connection with the payment of Fees (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If Company has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, Company will invoice Customer and Customer will pay that amount, unless Customer provides Company with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Company is solely responsible for taxes assessable against it based on its income, property and employees.

2.4 Price Adjustment. Beginning on the one-year anniversary of the Effective Date, Company may, upon sixty (60) calendar days' prior notice to Customer, prospectively increase any Fees. Should Customer object to the Price Adjustment, Customer may terminate the renewal Agreement by notifying Contractor in writing at least thirty (30) days prior to Price Adjustment Effective Date.

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

3. SOFTWARE LICENSES; SUPPORT

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

- (a) To operate the Software, if any, Data Sets, if any, and Products, and use the Services for Customer's internal purposes as set forth and subject to the limitations in the Order, in accordance with the Documentation.
- (b) To operate the Software, if any, on up to the number of trucks or users authorized on the Order, in accordance with the Documentation. Under no circumstances may Customer load Software on hardware (including computers and peripherals) that is not sold or certified and approved by Company.
- (c) To use the Documentation in connection with the licenses described in this Section 3.1 subsections (a) and (b).
- (d) The Products and/or Services may contain functionality that uses anonymized customer data. Customer agrees that their anonymized data will be used in the Company's Products and/or Services.

3.2 Period of License. The license described in Section 3.1 will continue in force for the License Period, subject to, in the case of a subscription, either party electing against renewal or requesting reduction of any product by notifying the other party in writing at least thirty (30) days prior to the end of the then-current License Period. Such notice must be provided on Customer's company letterhead, include the date of the notice, applicable products and quantity, signed by an authorized party, and may be submitted electronically.

3.3 Restrictions; Reservation of Rights. Customer agrees not to (and to not enable any third party to):

- (a) reverse engineer or otherwise attempt to discover the source code of or trade secrets embodied in the Software (except to the extent required by law or as necessary for interoperability purposes as required under terms and conditions required by the providers of Third-Party Products);
- (b) distribute, transfer, grant sublicenses to, or otherwise make available the Software or Documentation to third parties, including making the Software or Documentation available
 - (i) through resellers or other distributors, or
 - (ii) as an application service provider, service bureau, or rental source;
- (c) embed or incorporate in any manner all or part of the Software into other applications of Customer or third parties other than as authorized in applicable Documentation;
- (d) create modifications to or derivative works of the Software;
- (e) reproduce the Software;
- (f) attempt to modify, alter, or circumvent any license control and protection mechanisms within the

Software;

(g) use or transmit the Software in violation of any applicable law, rule or regulation, including any export/import laws;

(h) if the Order sets forth a Designated Computer System, use the Software on a computer system other than a Designated Computer System; remove, obscure or alter any copyright notices or any name, trademark, service mark, tagline, hyperlink or other designation included on any display screen within the Software;

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

(j) use the Software in a country other than as indicated in the Order. All Software is a “commercial item,” as that term is defined at 48 C.F.R. 2.101 (OCT 1995), and more specifically is “commercial computer software” and “commercial computer software documentation,” as such terms are used in 48 C.F.R.12.212 (SEPT 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (JUNE 1995), Software is provided to U.S. Government End Users

(i) only as a commercial end item; and

(ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

Other than as stated in this Agreement, Company grants Customer no other right, title or interest in any Software.

4. COMPANY CLOUD HOSTING

4.1 SERVICE COMMITMENT. Company will use commercially reasonable efforts to make Company Cloud Hosting available with a Monthly Uptime Percentage of at least 99.0%. (the “Service Commitment”). In the event Company Cloud Hosting does not meet the Service Commitment, Customer will be eligible to receive a Service Credit as described below. Company may use the services of a third-party cloud hosting service to perform services hereunder.

4.2 SERVICE COMMITMENTS AND SERVICE CREDITS. Service Credits are calculated as a percentage of the total charges paid by Customer (excluding one-time payments) for Company Cloud Hosting for the monthly billing cycle in which the Unavailability occurred in accordance with the following schedule:

Every effort will be made by the Company to conduct periodic monitoring of its Products to assess availability in order to meet the following service availability targets.

Objective	Definition	Target
Software Uptime*	Software application availability time (EasyRoute, SmartCity, ReCollect, Recyclist, Elements, EnCore, etc.)	99%

*Uptime SLA only applies to Software hosted by the Company. Scheduled service unavailability times are not included in our uptime calculations. Uptime is measured every 180 days over standard service across all customers.

If the Company does not meet the Uptime Percentage Target specified above, Customer will be entitled, upon written request, to a service level credit (“Service Level Credit”), with respect to the applicable Software, equal to the total number of minutes of downtime during the month divided by the total month’s minutes, minus 0.01, all multiplied by the monthly average Software Fee derived from one-twelfth (1/12th) of the then-current annual Software Fees paid to the Company. Such Service Level Credit will be applied to the customer’s invoice for the billing period following the date on which the Company approves the request for credit by the Customer.

Company will apply any Service Credits only against future Company Cloud Hosting payments otherwise due from Customer. Service Credits will not entitle Customer to any refund or other payment from Company. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is

greater than one dollar (\$1 USD). Unless otherwise provided in the Agreement, Customer's sole and exclusive remedy for any unavailability, non-performance, or other failure by Company to provide Company Cloud Hosting is the receipt of a Service Credit (if eligible) in accordance with the terms of this Cloud Hosting Service Level Agreement (SLA).

4.3 CREDIT REQUEST AND PAYMENT PROCEDURES. To receive a Service Credit, Customer must submit a claim by email to the Support email address set forth in the Order. To be eligible, the claim must be received by Company by the 60th day after the incident occurred and must include:

1. the words "SLA Credit Request" in the subject line;
2. the dates and times of each Unavailability incident that Customer is claiming; and
3. Customer's request logs that document the errors and corroborate Customer's claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks).

If the Monthly Uptime Percentage of such request is confirmed by Company and is less than the Service Commitment, then Company will issue the Service Credit to Customer within one billing cycle following the month in which Customer's request is confirmed by Company. Customer's failure to provide the request and other information as required above will disqualify Customer from receiving a Service Credit.

4.4 COMPANY CLOUD HOSTING SLA EXCLUSIONS. The Service Commitment does not apply to any unavailability, suspension or termination of Company Cloud Hosting, or any other Company Cloud Hosting performance issues: (i) caused by factors outside of Company's reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of Company Cloud Hosting; (ii) that result from Customer's equipment, software or other technology and/or third party equipment, software or other technology, such as, for example, billing systems, customer records management systems, 311 systems, and route management systems, but excluding third party equipment within Company's direct control; (iii) that result from any scheduled maintenance or security-related reasons; or (iv) arising from our suspension and termination of Customer's right to use Company Cloud Hosting in accordance with the Agreement (collectively, the "Company Cloud Hosting SLA Exclusions").

4.5 SECURITY AND CUSTOMER DATA. Customer Data is owned exclusively by Customer. Company will make commercially reasonable efforts to ensure the privacy and security of Customer Data by utilizing industry standard practices, including data encryption and password protection, and by making regular scheduled data backups. Customer shall employ all physical, administrative and technical controls, screening and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to or use of Company Cloud Hosting; and (b) control the content and use of Customer Data, including the uploading or other provision of Customer Data. NOTWITHSTANDING ANYTHING HEREIN APPARENTLY TO THE CONTRARY, COMPANY HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION OR RECOVERY OF CUSTOMER DATA.

5. THIRD PARTY PRODUCTS. Third-Party Products may be subject to additional license terms and restrictions ("Third-Party Terms"), which Company will make available to Customer as required by the suppliers of such Third-Party Products. In the event of a conflict between the terms of this Agreement and any Third-Party Terms, the Third-Party Terms shall control to the extent of the conflict. Company hereby assigns to Customer (to the extent assignable) all warranties given by the supplier(s) of Third-Party Products; provided, however, that Customer agrees to look to the supplier(s) for any Third-Party Products warranty, service and other post-purchase issues. Customer is solely responsible for obtaining any and all components, updates, new versions, and releases for any Third-Party Products necessary for use in connection with the Products.

6. AUDITS. During the term of the Agreement and for a period of one (1) year thereafter, Company will have the right to perform an audit not more than once each year to verify that Customer is using the Products in compliance with the Agreement. The audit will include at a minimum Company having access to all Software, Hardware, Documentation and related Customer equipment (including all servers and personal computers that contain Software,

and any hardware that contains Software). The audit will be performed from Monday through Friday, between 8:00 a.m. and 5:00 p.m. local time, and upon not less than fifteen (15) days' prior written notice to Customer. The audit will be conducted virtually or onsite at the Customer's premises, at Company's sole cost and expense, subject to reasonable security and access restrictions. Customer will be permitted to have Customer personnel present during the audit. If an audit conducted under this section discloses that Customer has underpaid by more than 3% any amounts payable under this Agreement during the period covered by the audit, Customer will pay Company the amount of that underpayment and, in addition, will:

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

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

8. REPRESENTATIONS AND WARRANTIES; DISCLAIMER

8.1 Mutual. Each party represents and warrants to the other party that:

- (a) it has the full corporate right, power and authority to enter into this Agreement and to perform the acts this Agreement requires of it;
- (b) the execution of this Agreement and performance of its obligations under this Agreement do not and shall not violate any other agreement to which it is a party;
- (c) when executed and delivered this Agreement constitutes the legal, valid and binding obligation of such party; and
- (d) any and all activities it undertakes in connection with this Agreement shall be performed in compliance with all applicable laws, rules and regulations.

8.2 Hardware and Software Warranties.

- (a) Routeware's proprietary Software Warranty shall apply, subject to the exceptions detailed in (d) below, and shall become void should any of the actions detailed there occur;
- (b) The Warranty for Hardware shall apply based on the Hardware procured, and in what manner. There are two options for hardware acquisition, decided upon by the Customer. This selection must be made prior to the ordering of any Hardware and before any work commences.

(i) **Routeware-Managed** – Routeware provides Hardware, provisioning, MDM, and cellular service. Hardware Warranty applies in full.

(ii) **Customer BYOD** – Customer obtains Hardware compliant with Routeware Hardware system requirements, installs and provisions Company Software via a mutually agreed upon process, and installs its own MDM and cellular service with minimal involvement from Routeware. No Hardware warranty applies to the Customer BYOD hardware selection.

(iii) **Tablet as a Service (TaaS)** – Routeware provides Hardware, provisioning, and MDM as a Subscription Service, with those costs included as part of the monthly recurring subscription fees. Cellular service is included with IOS devices; the use of Routeware-provided cell lines is required for Android devices at additional cost. Hardware Warranty applies in full.

- (c) Subject to the exceptions listed below in part (b), Company warrants:

(i) that the Hardware, if applicable, will be free from material defects in materials and workmanship and will operate in all material respects in accordance with its applicable Documentation (the "Hardware Warranty") for one (1) year from the date of initial shipment (the "Hardware Warranty Period"). Customer may purchase renewals of the Hardware Warranty Period, if applicable, through extended service plans made available by Company in its discretion. Following the end of the Hardware Warranty Period, if applicable, Company will have no further obligation to

repair or support the applicable Hardware; and

(ii) that the Software will be free from material defects and workmanship and will operate in all material respects in substantial conformance with the Documentation (the "Software Warranty") for a period of ninety (90) days from the date of delivery of the Software (the "Software Warranty Period"). Following the ninety (90) day Software Warranty Period all software performance issues are governed by the Service Level Agreement.

(d) Company's entire liability and Customer's exclusive remedy for any reported breach of the Hardware Warranty, if applicable, or Software Warranty will be repair or replacement of the defective Product within thirty (30) days of the written notice of the defective Product by the Customer, including, for Hardware, within 30 days after the receipt of the Hardware by Company from Customer and verification of the defect. If Company cannot repair or replace the defective Software during the Software Warranty Period, Company will refund all amounts paid by Customer for the defective Software and Company can terminate the Agreement. All claims must be received by Company promptly upon discovery of any defect, and in no event after expiration of the applicable Warranty Period. The foregoing Hardware, if applicable, and Software Warranties do not apply to any defect or failure to operate that is attributable to:

- (i) Customer's misuse or abuse of or failure to maintain the Product;
- (ii) Customer's failure to operate the Product in accordance with the Documentation;
- (iii) input errors, data conversion errors or other such errors, such as Customer's failure to sequence route stops independently or through a Company professional services agreement;
- (iv) any change made to the Product by Customer without Company's written approval;
- (v) any defect, limitation or incompatibility in any equipment or other component installed by Customer;
- (vi) any accident, catastrophe, act of God, or interruption or fluctuation in electrical power supplies;
- (vii) the installation of any non-Routeware application software on any device. Company shall not be liable for any impact this application(s) may have on Company's software's performance or functionality.
- (viii) any material change in Customer's business or in the operating conditions under which the Product is used;
- (ix) translations; or
- (x) Third-Party Products.

(e) All TaaS Hardware is the property of Routeware. Throughout the Term of the Order and at no additional cost to the Customer, Routeware will repair or replace defective units with a comparable unit, provided that, in Routeware's sole determination, the unit has not been damaged beyond normal wear and tear, as described in section (d) above.

(f) TaaS tablets have an expected life of approximately four (4) years. Each device may be replaced one time at the end of a four-year term ("Hardware Refresh"), subject to section (d) above. Such Hardware Refresh shall require a renewal of the current Subscription Service term for a minimum of thirty-six (36) months.

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

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

- (a) No malfunction or issue detected. Device performed correctly and will be returned to Customer.

- (b) Issue confirmed. Cost estimate to repair will be provided to Customer. Upon Customer approval, device will be repaired, tested and returned to Customer.
- (c) Issue confirmed. Beyond repair, recommendation to replace at Customer cost will be provided. Device will be recycled by Company or returned unrepaired to Customer upon Customer decision.

8.4 Disclaimer. THE WARRANTIES OF SECTION 8.2 ARE THE EXCLUSIVE WARRANTIES OFFERED BY COMPANY AND COMPANY MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. ALL OTHER CONDITIONS AND WARRANTIES, INCLUDING ANY CONDITIONS OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, MERCHANTABILITY, SUITABILITY AND THOSE THAT ARISE FROM ANY COURSE OF DEALING OR COURSE OF PERFORMANCE, ARE HEREBY DISCLAIMED.

9. INDEMNIFICATION AND LIMITATION OF LIABILITY

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

9.2 To the maximum extent provided by law, Customer, at its sole expense, agrees to defend and indemnify Company against any third-party claim that the data provided by Customer to Company, directly infringes a third-party copyright, patent issued by the U.S. Patent and Trademark Office, or misappropriates a trade secret.

9.3 INDIRECT DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT WITH RESPECT TO THE FAILURE TO PAY AMOUNTS PROPERLY OWED, BREACHES OF CONFIDENTIALITY, INDEMNITY OBLIGATIONS OR VIOLATIONS OF COMPANY'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY, WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE, FOR ANY INDIRECT DAMAGES THAT ARISE FROM OR RELATE TO THIS AGREEMENT (INCLUDING LOST PROFITS, LOST DATA AND ANY OTHER INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES), WHETHER FORESEEABLE OR NOT AND WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.4 TOTAL LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT WITH RESPECT TO THE FAILURE TO PAY AMOUNTS PROPERLY OWED, BREACHES OF CONFIDENTIALITY, INDEMNITY OBLIGATIONS OR

VIOLATIONS OF COMPANY'S INTELLECTUAL PROPERTY RIGHTS, EACH PARTY'S AGGREGATE CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT (INCLUDING ANY WARRANTY CLAIMS) WILL NOT EXCEED, IN THE AGGREGATE AND REGARDLESS OF WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE, THE TOTAL AMOUNT PAID OR PAYABLE BY CUSTOMER TO COMPANY IN THE 12 MONTHS PRIOR TO THE EVENT THAT GAVE RISE TO LIABILITY. EXCEPT WITH RESPECT TO THE FAILURE TO PAY AMOUNTS PROPERLY OWED, BREACHES OF CONFIDENTIALITY, INDEMNITY OBLIGATIONS OR VIOLATIONS OF COMPANY'S INTELLECTUAL PROPERTY RIGHTS, NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS UNDER THIS AGREEMENT MAY BE BROUGHT BY EITHER PARTY HERETO MORE THAN TWO YEARS AFTER THE CAUSE OF ACTION HAS OCCURRED.

9.5 ALLOCATION OF RISK. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE RISK BETWEEN THE PARTIES. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THE REMEDIES IN THIS AGREEMENT HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

10. TERM AND TERMINATION

10.1 Term of Agreement. The Agreement begins on the Effective Date and continues until terminated pursuant to this Section 10.

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

- (a) by mutual, written agreement of the parties;
- (b) by either party if the other party materially breaches the Agreement, and does not cure the breach within 30 days after receiving written notice from the non-breaching party;
- (c) at the end of the last active License Period pursuant to Section 3.2;
- (d) by either party if the other party makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of or becomes subject to any proceeding under the U.S. Federal Bankruptcy Act or any other foreign or domestic statute, law, rule or regulation relating to insolvency or the protection of rights of creditors, which proceeding is not dismissed within sixty (60) days.

10.3 Effect of Termination. Upon any termination of this Agreement, without prejudice to any other rights or remedies which the parties may have, the following applies:

- (a) Customer shall immediately cease all use of all Hardware and all Software and delete or return to Company all copies of Software in Customer's possession;
- (b) all other rights and obligations immediately cease, except that Sections 2.2, 3.3, 6, 8.3, 9, 10.3, and 11 of the MSLA, and Sections 5.1, 6, 7, 8, 9, and 10 of the Professional Services Agreement (if the PSA is an Incorporated Agreement) shall survive termination;
- (c) upon written demand, each party as a receiving party will return or destroy all of the other party's Confidential Information; and
- (d) Customer will immediately pay Company any undisputed amounts still outstanding. For clarity, undisputed amounts include all payments owed by Customer during the entire term of the Agreement.

11. CONFIDENTIAL INFORMATION; PUBLICITY

11.1 Confidential Information. Both parties recognize that they may each receive (as a "Recipient") from the other (as a "Discloser") certain confidential and valuable proprietary information that is identified pursuant to the terms of this Section 11 as confidential (collectively, the "Confidential Information"). Both parties agree to identify any Confidential Information as follows: if written, with a written legend that says "confidential" or a similar term; or if verbal, by identifying the information as confidential when disclosed, and then sending the Recipient a written confirmation of that confidential status within thirty (30) days after disclosure. Notwithstanding the foregoing, all pricing, Documentation and Software are Company Confidential Information.

A Recipient will not, without the Discloser's prior written consent, disclose Confidential Information to any person other than those of its employees, independent contractors or consultants who need to know it for the purposes of this Agreement and who are bound by confidentiality agreements with the Recipient that are at least as protective as this section. A Recipient may only use Confidential Information for the purpose of this Agreement. A Recipient will handle any Confidential Information with the same care as it does its own confidential information, but in any event no less than reasonable care. None of the provisions of this section, however, apply to any Confidential Information that meets any one of the following criteria:

- (a) information possessed by the Recipient without restriction prior to receiving it from the Discloser, provided that the Recipient can demonstrate such possession was obtained lawfully;
- (b) information that the Recipient developed independently and without use of or reference to the Confidential Information, as documented by its written records;
- (c) information that the Recipient receives from another party who is not in breach of any of that party's obligations as a result of that disclosure; or
- (d) information that the Discloser intentionally discloses to any other party without any restriction on confidentiality.

Additionally, a Recipient may disclose Discloser's Confidential Information to the extent that a court or other governmental body orders such Confidential Information disclosed by the Recipient, provided that the Recipient promptly notifies the Discloser of such order and provides the Discloser with notice and opportunity to contest it, if possible. These obligations shall survive the termination of this Agreement for a period of five (5) years, except with respect to any source code, which will remain protected until it is no longer Confidential Information. This section does not intend to grant a Recipient any ownership interest or license or right to any intellectual property rights of the Discloser.

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

11.3 Terms; Publicity. The parties will keep the terms and conditions of this Agreement confidential and will not divulge any of this information to any third party except as follows:

- (a) with the prior written consent of the other party;
- (b) as otherwise may be required by law or legal process;
- (c) during the course of litigation, so long as the disclosure is restricted in the same manner as is the confidential information of other litigating parties; and
- (d) in confidence to its legal counsel, accountants, banks, and financing sources and their advisors solely in connection with complying with or administering its obligations with respect to this Agreement; provided that, in (b) and (c) above, to the extent permitted by law, the disclosing party will use all legitimate and legal means available to minimize the disclosure to third parties, including seeking a confidential treatment request or protective order whenever appropriate or available, and the disclosing party will provide the other party with at least ten (10) days' prior written notice of such disclosure.

Neither party may use the other party's trade names, trademarks or service marks, or engage in any publicity regarding this Agreement or its subject matter, without the other party's express written consent, which will not be unreasonably withheld or delayed.

11.4 Independent Contractors. The parties are independent contractors with respect to each other, and nothing in this Agreement shall be construed as creating an employer-employee relationship, a partnership, agency relationship or a joint venture between the parties.

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

applicable law.

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

11.7 Force Majeure. Each party will be excused from any delay or failure in performance hereunder, other than the payment of money, caused by reason of any occurrence or contingency beyond its reasonable control, including but not limited to acts of God, earthquake, flood, labor disputes and strikes, riots, war, pandemics, telecommunications failures (including any systemic Internet failures and any interruptions in services of internet service providers), and governmental requirements. The obligations and rights of the party so excused will be extended on a day-to-day basis for the period of time equal to that of the underlying cause of the delay.

11.8 Assignment. Neither party may assign its rights or obligations under this Agreement to any other person or entity, except for assignment and transfer of all of a party's rights and obligations under the following circumstances:

- (a) with the express written consent of the other party, which may not be unreasonably delayed or withheld;
- (b) as part of a re-organization or restructuring;
- (c) to the surviving entity of a merger transaction; or
- (d) to the purchaser of a Controlling Interest in, or more than 50% of, the assets of the assigning party. A "Controlling Interest" means more than 50% of the total outstanding voting stock of the assigning party. Any attempted assignment or delegation in violation of this section is void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties and their respective successors and assigns.

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

11.9 Changes & Waivers. Company reserves the right to change the terms and conditions of this Agreement at any time. No waiver of any breach of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach, and no waiver is effective unless made in writing and signed by an authorized representative of the waiving party.

11.10 Governing Law. The laws of the State of Delaware, without regard to conflict of laws rules, govern the interpretation and enforcement of this Agreement. Notwithstanding anything to the contrary in this Section 11.10, no disputes between the parties shall be brought by either party in the state's small claims courts.

11.11 Dispute Resolution.

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

other alternative dispute resolution procedures, such as mediation, to assist in the negotiations.

(c) If the negotiations do not resolve the Dispute within ten (10) business days of their commencement or such negotiations do not commence within seven (7) days of request by the other party in writing, then either party shall be free to pursue all rights and remedies as set forth in this Section 11.11.

(d) Any and all controversies, claims, or disputes arising out of this Agreement, including any breach of this Agreement, shall be subject to binding arbitration under the Arbitration Rules set forth by the American Arbitration Association (the “*Rules*”) and pursuant to Delaware law. Disputes that Customer agrees to arbitrate, and thereby agrees to waive any right to a trial by jury, include any statutory claims under state or federal law. The place of arbitration shall be Delaware, New Castle County, and Delaware State law shall apply. The arbitrator shall have no authority to award any punitive, exemplary, special or consequential damages of any kind. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The number of arbitrators shall be one (1). The arbitrator shall have the power to decide any motions brought by any party to the arbitration, including motions for summary judgment and/or adjudication and motions to dismiss and demurrers, prior to any arbitration hearing. The arbitrator shall issue a written decision including findings of fact and conclusions of law on the merits of its award. The arbitrator shall have the power to award any remedies, including attorneys’ fees and costs, available under applicable law.

11.12 Attorney Fees. The prevailing party in any arbitration or litigation between the parties regarding this Agreement shall be entitled to recover reasonable attorney’s fees and other costs from the other party. These fees and other costs are in addition to any other relief to which the prevailing party may be entitled.

11.13 Conflicts. In the event that any term of this Agreement conflicts with governing law or is held to be ineffective or invalid by a court of competent jurisdiction, such term will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remaining terms of this Agreement shall remain in full force and effect.

11.14 Notices. Unless stated otherwise, all notices, consents and approvals under this Agreement must be delivered in writing by courier, by facsimile, by email or by certified or registered mail (postage prepaid and return receipt requested) to the other party at the address set forth at the beginning of this Agreement, and are deemed delivered when received. Either party may change its address for notices by notice to the other party given in accordance with this Section 11.14. Customer is responsible for providing Company with its complete and accurate billing and contact information and notifying Company of any changes to such information.

11.15 Counterparts. The Agreement may be executed in counterparts, each of which will be deemed to be an original and together will constitute one and the same agreement. This Agreement may also be executed and delivered by electronic signature or facsimile and such execution and delivery will have the same force and effect of an original document with original signatures.

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

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

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

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

11.20 Integration. This Agreement and the Orders together constitute the entire agreement between the parties with respect to the Products and Services and supersede all prior and contemporaneous discussions, negotiations, communications or agreements regarding the same subject matter. The terms on any purchase order, invoice, or other ordering document that conflict with the terms of the Agreement or the Order will have no effect and are hereby rejected.

SCHEDULE A

PROFESSIONAL SERVICES AGREEMENT

The Professional Services described in this Professional Services Agreement (the “PSA”) cover installation, configuration, integration, training and project management to assist customers with the deployment of Routeware Products. This PSA incorporates by reference the Routeware Master Sales and License Agreement (hereinafter “Agreement”) executed by the parties.

DEFINITIONS

The definitions of terms set forth in the PSA and the Agreement and any Order are incorporated herein by reference. In addition, the following terms shall have the following meanings:

“**Change Order**” means any change to an SOW, as described in the “Change Orders” section 3.4 below. Change Orders will be deemed incorporated by reference in the applicable SOW.

“**Contract Property**” has the meaning set forth in Section 5.3.

“**Defect**” means an error, bug, or deviation from a specification in the SOW that has a material adverse effect on the appearance, operation, or functionality of the Deliverable, but excluding any such error, bug, or deviation from a specification in the SOW caused by or arising as a result of: (a) an act or omission of Customer, or an act or omission of one of Customer’s employees, offices, agents, suppliers, or sub- contractors; or (b) an incompatibility between the Deliverable and any other system, application, program, or software that fails to transmit or receive data using protocols specified in the SOW. To avoid doubt, a minor or cosmetic difference to the specification in the SOW which does not have any substantive effect on the Deliverable will not be regarded as a Defect.

“**Deliverable**” means a deliverable under an SOW.

“**Final 30-Day Project Notice**” has the meaning set forth in Section 2.3.

“**Professional Services**” means work performed by Company, or its respective permitted subcontractors under an SOW.

“**SOW**” means a Statement of Work describing Professional Services to be provided hereunder, that is entered into between Customer and Company.

1. PROFESSIONAL SERVICES

1.1. Scope of Professional Services. Company will provide to Customer the Professional Services specified in each SOW, subject to Customer’s payment of all applicable Fees.

1.2. Limitations of Scope:

- (a) Unless specified in an SOW, no additional reports or dashboards other than those delivered as part of the solution will be delivered.
- (b) Unless specified in an SOW, no custom configuration which would require unique code to be developed will be delivered.
- (c) Unless specified in an SOW, the solution will be delivered as part of a single Go-Live event, covering a single location.
- (d) If specified in the SOW, remote targeted training will be delivered during the implementation to familiarize Customer’s staff with the solution. Customer will be responsible for ensuring that the right staff participates in these training sessions. Repeat sessions for additional staff will be billable events and require a Change Order.
- (e) Scenario-based training may be conducted remotely or on-site per the SOW, and is structured to as Train-the Trainer. Repeat sessions for additional staff will be billable events and require a Change Order.
- (f) Any customer required documentation outside of the standard deployment artifacts must be included in the Contract/SOW. Creating these will be a billable project.
- (g) Direct support for the Customer’s end customer is excluded.

2. COOPERATION

2.1. Customer Cooperation. Customer will cooperate reasonably and in good faith with Company in its performance of Professional Services, without limitation:

- (a) Allocating sufficient resources and timely performing any tasks reasonably necessary to enable Company to perform its obligations under each SOW
- (b) Timely delivering any Customer deliverables and other obligations required under each SOW
- (c) Timely responding to Company's inquiries related to the Professional Services
- (d) Assigning an internal project manager for each SOW to serve as a primary point of contact for Company;
- (e) Actively participating in scheduled project meetings;
- (f) Providing, in a timely manner and at no charge to Company, office workspace, telephone and other facilities, suitably configured computer equipment with Internet access, access to appropriate and knowledgeable employees and agents of Customer, and continuous administrative access to Customer's Products account, and coordination of onsite, online and telephonic meetings all as reasonably required by Company; and
- (g) Complete, accurate and timely information, data and feedback all as reasonably required.

2.2. Delays. Any delays in the performance of Professional Services, delivery of Deliverables caused by Customer may result in additional applicable charges for resource time, and is not deemed a term of non-performance in deliverable dates by Company.

2.3. Meetings and Information Requests; Final 30-Day Project Notice. Company and Customer shall each use commercially reasonable efforts to attend all scheduled joint meetings. The repeated cancellation of or absence from joint meetings may result in delay and additional costs. In the event that Company has made a request and Customer has not responded promptly with the requested information, Company may issue a "Final 30-Day Project Notice" ("Final Notice") to Customer. If Customer does not respond as requested to the Final Notice, Customer agrees that Company shall be relieved of any further obligations which have not been completed under the SOW and Customer shall remain liable for payment of all Fees as set forth herein. Any and all services requested by Customer following the expiration of the aforementioned thirty (30) day period will require Customer and Company to execute a new SOW and Customer shall be responsible for any additional Fees contemplated thereunder, even if listed in the original SOW.

3. DELIVERY, ACCEPTANCE AND CHANGE ORDERS

3.1. Acceptance. Upon completion of each Deliverable under an SOW, if acceptance is required pursuant to the SOW, Company will provide a complete copy to Customer and upon request, demonstrate to Customer its functionality in conformance with the relevant specifications. Customer is responsible for reviewing and testing such Deliverables in accordance with such SOW pursuant to any acceptance criteria or test plans mutually agreed upon in writing by the parties for such Deliverable. If Customer, in its reasonable and good faith judgment, determines that any submitted deliverable does not meet the applicable functional requirements set forth for such Deliverable in the applicable SOW or contains one or more Defects, Customer must so notify Company in writing within 10 business days after Company's submission of the Deliverable, specifying the deficiencies or Defects in detail. Subject to Section 3.2 below, Company will use commercially reasonable efforts to correct such deficiencies and resubmit the Deliverable to Customer as soon as practicable. Customer will again review and test the Deliverable against the agreed-upon acceptance criteria and detail any deficiencies to Company in writing within 10 business days after resubmission of the Deliverable. If a Deliverable fails to meet the functional requirements specified in the applicable SOW or contains Defects after its second resubmission to Customer, Customer may either, as its sole and exclusive remedy:

- (a) again reject the Deliverable and return it to Company for further correction and resubmission in accordance with the process described above or
- (b) terminate the relevant SOW immediately upon written notice and recover all Professional Services Fees paid under such SOW for such deficient Deliverable. Notwithstanding the foregoing, in the event the applicable functional requirements as stated in the SOW are subsequently determined by the parties to be inappropriate or to require modification due to changed circumstances, incorrect assumptions or other

reasons at the time of actual delivery and testing of a Deliverable, the parties shall cooperate in good faith to appropriately modify such requirements. Failure to reject a Deliverable within the applicable acceptance period shall be deemed acceptance of such Deliverable.

3.2. Dispute. If Company, in its reasonable and good faith judgment, does not agree with Customer that a submitted Deliverable does not meet the applicable functional requirements set forth for such Deliverable in the applicable SOW or contains one or more Defects, Company will so notify Customer. The parties will use reasonable efforts to resolve the disagreement as soon as reasonably practicable, including by escalation to more senior management.

3.3. No Effect on Warranty Remedies. Acceptance of Professional Services, including a Deliverable, will not affect Customer's rights or remedies under the "Warranty" section below.

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

4. FEES AND INVOICING

4.1. Fees. Customer will pay Company for the Professional Services at the rates specified in the applicable SOW or if no rate is specified in the SOW at Company's standard rates in effect at the time the SOW is executed. Professional Services are provided on either a time-and-materials or fixed fee basis, as provided in an SOW. Any amount set forth in a time-and-materials SOW is solely a good-faith estimate for Customer's budgeting and Company's resource scheduling purposes and is not a guarantee that the work will be completed for that amount; the actual amount may be higher or lower. If the estimated amount is expended, Company will continue to provide Professional Services under the same rates and terms. Company will periodically update Customer on the status of the Professional Services and the Fees accrued under SOWs.

4.2. Incidental Expenses. Customer will reimburse Company for reasonable travel and out-of-pocket expenses incurred in connection with Professional Services including airfare/mileage, lodging, meals, tolls.

4.3. Suspension of Professional Services. If any amount owed by Customer under this or any other agreement for Professional Services is thirty (30) days or more overdue, Company may, without limiting its other rights and remedies, suspend its performance of Professional Services until such amounts are paid in full. No additional licenses nor SOWs will be presented to Customers who are delinquent on payments.

4.4. Support Fees. Any Development, Integration, Reporting, or Ongoing Data Synchronization work is subject to annual or monthly maintenance fees.

5. PROPRIETARY RIGHTS AND LICENSES

5.1. Customer Intellectual Property. Customer does not grant to Company any rights in or to Customer's intellectual property except such licenses as may be required for Company to perform its obligations hereunder.

5.2. Confidential Information. As between the parties, each party retains all ownership rights in and to its Confidential Information.

5.3. License for Contract Property. Upon Customer's payment of Fees due under an applicable SOW, Company grants Customer a non-exclusive, non-transferable, license to maintain, use and run (as applicable) solely for its internal business purposes associated with its use of Products anything developed by Company for Customer, including Deliverables, under this Agreement ("Contract Property"). Company and Customer each retains all right, title and interest in its respective intellectual property and Company retains all ownership rights in the Contract Property.

6. WARRANTIES, EXCLUSIVE REMEDY AND DISCLAIMERS

6.1. Warranty. Company warrants that the Professional Services will be performed in a professional and workmanlike manner in accordance with generally accepted industry standards. For any breach of the above warranty, Customer's exclusive remedy and Company's entire liability will be the re-performance of the applicable Professional Services. If Company is unable to re-perform the Professional Services as warranted, Customer will be entitled to recover the Professional Services Fees paid to Company for the deficient Professional Services. Customer must make any claim under the foregoing warranty to Company in writing within ninety (90) days of performance of such Professional Services in order to receive warranty remedies.

6.2. Disclaimer. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND NEITHER PARTY MAKES ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

7. INDEMNIFICATION

7.1. Indemnification by Company. Company will defend Customer against any claim, demand, suit or proceeding ("Claim") made or brought against Customer by a third party arising out of death, personal injury or damage to tangible property to the extent caused by Company personnel in their performance of the Professional Services, and will indemnify Customer for any damages, attorneys' fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved in writing by Company of, any such Claim, all of the foregoing to the extent caused by Company personnel, provided that Customer: (a) promptly gives Company written notice of the Claim; (b) gives Company sole control of the defense and settlement of the Claim (except that Company may not settle any Claim unless it unconditionally releases Customer of all liability); and (c) gives Company all reasonable assistance, at Company's cost. The above defense and indemnification obligations do not apply to the extent a Claim arises from Customer's breach of the Agreement.

7.2. Mutual Indemnity. To the maximum extent as permitted by law, each party (the "Provider") will defend the other party (the "Recipient") against any Claim made or brought against the Recipient by a third party alleging that any information, design, specification, instruction, software, data or material furnished by the Provider hereunder ("Material") infringes or mis-appropriates such third party's intellectual property rights, and will indemnify the Recipient from any damages, attorneys fees and costs finally awarded against the Recipient as a result of, or for amounts paid by Recipient under a settlement approved in writing by Provider of, any such Claim, provided that the Recipient: (a) promptly gives the Provider written notice of the Claim; (b) gives the Provider sole control of the defense and settlement of the Claim (except that the Provider may not settle any Claim unless it unconditionally releases the Recipient of all liability); and (c) gives the Provider all reasonable assistance, at the Provider's cost. The Provider will have no liability for any such Claim to the extent that (i) it arises from specifications or other Material provided by the other party, or (ii) such claim is based on the Recipient's use of a superseded or altered version of Material if infringement or misappropriation would have been avoided by the use of a subsequent or unaltered version of the Material that was provided to the Recipient, (iii). In the event that some or all of the Material is held or is reasonably believed by the Provider to infringe or misappropriate, the Provider may in its discretion and at no cost to the Recipient (A) modify or replace the Material so it is no longer claimed to infringe or misappropriate, (B) obtain a license for the Recipient's continued use of the Material in accordance with this Agreement, or (C) require return of the affected Material and all rights thereto from the Recipient. If the Provider exercises option (C), either party may terminate the relevant

SOW upon ten (10) days' written notice given within thirty (30) days after the Provider's exercise of such option, subject to the "Payment Upon Termination" section below.

8. EXCLUSIVE REMEDY. This "Indemnification" section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of Claim described in this section.

9. LIMITATION OF LIABILITY

9.1. Limitation of Liability. EXCEPT FOR BREACHES OF CONFIDENTIALITY OR INDEMNITY OBLIGATIONS, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO AN SOW EXCEED THE TOTAL FEES PAID BY CUSTOMER AND ITS AFFILIATES HEREUNDER FOR THE SOW OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY BUT WILL NOT LIMIT CUSTOMER'S AND ITS AFFILIATES' PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENT" SECTION.

9.2. Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL COVER, BUSINESS INTERRUPTION, OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT, AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

10. NON-SOLICITATION AND CONTRACTORS.

10.1. Non-Solicitation and Non-Hiring of Company's Employees. During the term of this Agreement, and for a period of two years after the termination of this Agreement, Customer agrees not to hire or to solicit the employment of any person who (a) at the time of such solicitation or hiring is presently an employee of Company, or (b) at any time within one year prior to such solicitation or hiring has been an employee of Company, and directly or indirectly associated with Company's work effort under this Agreement. The parties recognize and agree that the damages resulting to Company from a breach of this Section are difficult or impossible to calculate, and that irreparable injury to Company would result from any such breach. Company shall be entitled to injunctive relief in the event of any breach or threatened breach of this Section, in addition to any other remedy in law or equity arising therefrom. Additionally, if Customer hires such a person as Customer's employee or contracts with such a person as Customer's contractor, Customer shall pay to Company liquidated damages equal to two times such person's annual base salary immediately preceding such person's termination of employment with Company. The parties agree that such liquidated damages are a reasonable estimate of the damages which would be suffered by the Company in the event of such hiring.

10.2. Subcontractors. Company may, in its reasonable discretion, use subcontractors inside or outside the United States to perform any of its obligations hereunder. Company will be responsible for the performance of Professional Services by its personnel (including employees and contractors) and their compliance with Company's obligations under this Agreement, except as otherwise specified herein.

SCHEDULE B

SERVICE LEVEL AGREEMENT (SLA)

This SLA incorporates by reference the Routeware Master Sales and License Agreement (hereinafter “Agreement”) executed by the parties.

1. Uptime Service Levels for The Company’s Products

Every effort will be made by The Company to conduct periodic monitoring of its Products to assess availability in order to meet the following service availability targets.

Objective	Definition	Target
Software Uptime*	Software application availability time (EasyRoute, SmartCity, ReCollect, Recyclist, Elements, EnCore, etc.)	99%

*Uptime SLA only applies to Software hosted by the Company. Scheduled service unavailability times are not included in our uptime calculations. Uptime is measured every 180 days over standard service across all customers.

If the Company does not meet the Uptime Percentage Target specified above, Customer will be entitled, upon written request, to a service level credit (“Service Level Credit”), with respect to the applicable Software, equal to the total number of minutes of downtime during the month divided by the total month’s minutes, minus 0.01, all multiplied by the monthly average Software Fee derived from one-twelfth (1/12th) of the then-current annual Software Fees paid to the Company. Such Service Level Credit will be applied to the customer’s invoice for the billing period following the date on which the Company approves the request for credit by the Customer.

2. Support Service Level Matrix – Notification from Customers of a defect or via internal audit reports

HARDWARE SUPPORT LEVEL MATRIX

- Tier 1 Level Support will investigate, and action next steps. Tier 2 Level Support will target to provide initial response to Customer within 1 Business Day when received via email. If an email, chat or call is made related to a Tier 1 Support case, Customer will receive the initial response immediately and/or within the first twelve (12) hours.
- In the event that a Field Service Technician is required at the sole discretion of the Company, Technical Support will liaise with The Company’s Fulfillment team to assist with finding an approved installer.
- If the issue relates to a hardware malfunction and Customer is unable to utilize the hardware to operate, the Company will endeavor to resolve the issues, or replace the hardware device where applicable. In some cases, a workaround may be provided to Customer until a hardware replacement is received. While The Company may provide replacement hardware with expedited or overnight shipping, the Company is not responsible for delays by the shipping carrier.

SOFTWARE SUPPORT LEVEL MATRIX: The following table details the different priorities for incidents. All hours and days listed are business hours, or business days and valid from the date/time of notification to the Company. All target diagnosis and resolution times are approximate. The Company will use commercially reasonable efforts to address incidents within the stated timelines below.

Severity Level	Details	Target Acknowledgement*	Target Initial Diagnosis time**	Target Resolution time***
P1 – Priority Level 1	A critical severity issue has significant to critical impact on business, production, etc., and to which there is no reasonable workaround	1 Hour	1 Day	Hotfix may be applied to affected Customers and general release in one of next two updates, if deemed appropriate for all customers
P2 – Priority Level 2	An issue that has some business impacts on the production system resulting in some loss of functionality. A workaround may be available and software is still usable but operating sub-optimally.	1 Day	5-10 Days	Within current or next release, where appropriate
P3 – Priority Level 3	A case that has no immediate impact on the performance, quality or functionality of the software system.	3 Days	10-15 Days	N/A

*Target Acknowledgement: The Company will use reasonable efforts to respond to Customer to acknowledge a fault notification within the corresponding time (measured from the earlier of the time of receipt of Customer notification or the time the Company becomes aware of the defect) for the Severity Level set out in the table above.

**Target Initial Diagnosis: The Company will use reasonable efforts to respond to Customer within the corresponding time for the Severity Level set out in the table above with the results of its initial diagnosis of a defect and advise the Customer of the cause of the issue and how it intends to resolve the issue.

***Target Resolution of Defects: The Company will aim to resolve the defect within the corresponding time (measured from the earlier of the time of receipt of the Customer notification or the time Routeware becomes aware of the defect) for the Severity Level set out in the table above.

3. LIMITATIONS

The resolution of defects does not include work addressing system limitations due to Customer system-related issues or issues caused by the Customer's on-premises placement of any hardware or server.

Further, this SLA and any applicable Service Levels do not apply to any performance or availability issues due to:

- (a) Scheduled maintenance where the Company has given at least two (2) business days' notice in advance to the Customer, or
- (b) Circumstances beyond the reasonable control of the Company, including without limitation: acts of Government authority, war, sabotage, fire, flood, strike or other labor disturbance, failure of third-party software or equipment, or
- (c) Any act or omission of the Customer, or their authorized agent, including without limitation, negligence, willful misconduct, or use of the Company's services in breach of the Agreement.

4. Scheduled Maintenance

When an outage is required for scheduled maintenance, the Company will communicate all scheduled service outages by giving at least 48 hours' notice in advance to the Customer. The Company will make every effort to perform any scheduled maintenance events during non-business hours to minimize impact to Customer's business operations.

5. Routeware Technical Support Availability

Standard Technical Support Hours are between 5:00 a.m. – 5:00 p.m. Pacific Standard Time (PST) (US); 8:00 a.m. – 5:00 p.m. Greenwich Mean Time (GMT) (UK); and 8:00 a.m. – 5:00 p.m. Eastern Standard Time (EST) (Canada), Monday-Friday, excluding Holidays listed below (holidays subject to change). For Holidays that occur on a Saturday or Sunday, the Holiday is observed either the Friday before, or following Monday.

North America Holiday Schedule:

- New Year's Day
- MLK Day
- Good Friday
- Memorial Day
- Independence Day (United States)
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day

Canadian Holiday Schedule:

- New Year's Day
- Family Day
- Good Friday
- Victoria Day
- Canada Day (Newfoundland Memorial Day)
- Civic Holiday
- Labour Day
- Day for Truth & Reconciliation
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day
- New Year's Day

UK Holiday Schedule:

- New Year's Day
- Good Friday
- Easter Monday
- Early May Bank Holiday
- Spring Bank Holiday
- Platinum Jubilee Bank Holiday
- Summer Bank Holiday
- Christmas Day
- Boxing Day

6. DEFINED TERMS

- **Critical Functions** (P1) could include, where relevant, inability to process billing, generate invoices, accept and process payments, unable to run any system reports, Dispatch system is inoperable, frozen sessions, multiple devices with chronic crashes or failure of on-board computer tablets, etc.
- **Priority Level 2** (P2) functions still have a significant impact to the Customer's business and could include, where relevant, Smart Truck failures fleet wide, a subset of drivers are having similar issues with tablets, a primary report is not functioning, etc.
- **Priority Level 3** (P3) issues are less severe, and often include professional services requests such as training, configuration assistance, issues with a workaround provided by the Company, general questions, etc.
- **Defect** means any failure of a Product which: (i) does not result from any act or omission of the Customer, or their authorized agent, including without limitation, negligence, willful misconduct, or use of the Products in breach of the Agreement and; (ii) is not outside the reasonable control of the Company, including without limitation: acts of any government authority, war, sabotage, fire, flood, strike or other labor disturbance, failure of third party software or equipment.
- Resolution and Resolve are references to the implementation of a permanent solution to a Defect.

7. INCIDENT RESPONSE and ROOT CAUSE ANALYSIS

An incident is an unplanned interruption to the Products that is not a result of the Customer making configuration or other types of changes. Incidents may occur due to misconfiguration, corrupted data or service crashes, etc. In the unlikely event that an incident occurs to a Customer's hardware or software solutions, an Incident Management Response Process is initiated in order to log, record and resolve the incident(s) as quickly as possible to restore the business process or service back to normal. As part of the Company's Incident Management Response Process, an RCA (root cause analysis) is completed and will be provided to Customer upon request.

For immediate support assistance and to open a ticket, call: 877.906.8545

Or send an email to generate a ticket to: support@routeware.com

SCHEDULE C

ROUTEWARE, INC., DATA SECURITY AND PROTECTION

Routeware's SOC report talks about Data Security, unauthorized breach, and our preparedness for it. This can be accessed by visiting <https://trust.routeware.com>, where our NDA can be signed and the document downloaded. Routeware's SOC-2 Certificate can also be found here. This Data Security and Protection Schedule incorporates by reference the Routeware Master Sales and License Agreement (hereinafter "Agreement") executed by the parties.

Definitions

"Company Personnel" means any Company employee, contractor, subcontractor or agent to whom Company authorizes to access or Process Customer Information.

"Customer Information" means any information owned or controlled by Customer, in any form, format or media (including paper, electronic and other records), that is provided to Company or that Company has access to, obtains, uses, maintains or otherwise handles in connection with the performance of Services, including partial copies thereof.

"Personal Information" means any Customer Information that relates to an identified or identifiable individual.

"Process" or **"Processing"** means the collection, recording, organization, structuring, alteration, use, access, disclosure, copying, transfer, storage, deletion, combination, restriction, adaptation, retrieval, consultation, destruction, disposal, or other use of data.

1. Limitations on Use. Company will Process Customer Information only on Customer's behalf to perform the Services in accordance with this Agreement or other documented instructions of Customer. For clarity, Company will not: (a) retain, use, disclose, or otherwise Process Customer Information for any purpose other than performing the Services specified in this Agreement, including for any commercial purpose of Company or any third party; (b) sell Customer Information, or otherwise disclose Customer Information to any third party for the commercial benefit of Company or any third party; or (c) combine Customer Information with Personal Information (as defined below) that Company receives from or on behalf of another person or persons, or collects from its own interaction with individuals, except as expressly approved by Customer and in compliance with applicable law. Company certifies that it understands and will comply with all restrictions placed on its Processing of Customer Information in this Schedule and this Agreement.

2. Confidentiality. Company will hold Customer Information in strict confidence and impose confidentiality obligations on Company Personnel (as defined below) who will be provided access to, or will otherwise Process, Customer Information, including to protect all Customer Information in accordance with the requirements of this Schedule (including during the term of their employment or engagement and thereafter).

3. Information Security Program. Company will implement and maintain a comprehensive written information security program that contains appropriate administrative, technical and physical safeguards to protect Customer Information against anticipated threats or hazards to its security, confidentiality or integrity (such as unauthorized access, collection, use, copying, modification, disposal or disclosure; unauthorized, unlawful or accidental loss, destruction, acquisition or damage; or any other unauthorized form of Processing) ("**Information Security Program**").

4. Disclosure. Company will not disclose or transfer Customer Information to, or allow access to Customer Information by, any third party, including to Company's affiliates or subcontractors, without first entering into an agreement with such third party that is at least as restrictive as this Schedule. Such agreement will be provided to Customer promptly upon request. Company will remain liable for all acts or omissions by such third parties with respect to the disclosed Customer Information.

5. Deidentification and Aggregation. To the extent that Customer provides any Customer Information to Company in a deidentified or aggregated form, Company will make no attempt to identify any individual to whom such information relates, and will take commercially reasonable measures to prevent such reidentification of the information. Likewise, to the extent this Agreement authorizes Company to use Customer Information in a

deidentified or aggregated manner, Company will ensure that any such information qualifies as “deidentified” information and/or “aggregate consumer information” as defined by the California Consumer Privacy Act of 2018, as amended, and will make no attempt to reidentify any individual to whom such information relates.

6. Requests or Complaints from Individuals. Company will promptly notify Customer in writing, and in any case within two (2) days of receipt, unless specifically prohibited by laws applicable to Company, if Company receives: (i) any requests from an individual with respect to Personal Information, including, but not limited, to opt-out requests, requests for access or deletion, requests for data portability, and all similar requests; or (ii) any complaint relating to the Processing of Personal Information. Company will not respond to any such request or complaint, unless expressly authorized to do so by Customer, and will cooperate with Customer with respect to any action taken relating to such request or complaint.

7. Disclosure Requests. If Company receives any order, demand, warrant, or any other document requesting or purporting to compel the production of Customer Information to any government authority or other third party, Company will immediately notify Customer (except to the extent prohibited by laws applicable to Company). Company will provide Customer with at least forty-eight (48) hours’ notice prior to the required disclosure and will cooperate with Customer with respect to any such request, including to obtain an appropriate protective order.

8. Audit. Upon Customer’s request, Company will make available to Customer up to once per year (a) a copy of a third-party assessment, made by a reputable third party, such as a Service Organization Controls 2, Type 2 report or comparable report (“**Third-Party Report**”), if Company has obtained such a Third-Party Report; or (b) if Company has not obtained a Third-Party Report, written responses to a security assessment and compliance questionnaire provided by Customer (“**Written Responses**”). If Company responds to Customer’s request by providing Written Responses rather than a Third-Party Report, and Customer reasonably determines that further assessment is warranted, Company will enable Customer upon its request, no more than annually and with at least thirty (30) days’ prior written notice, to review Company’s relevant policies, procedures, and systems as reasonably appropriate to audit Company’s compliance with its obligations under this Schedule.

9. Regulatory Investigations. Company will assist and support Customer in the event of an investigation by any law enforcement body or regulator, if and to the extent that such investigation relates to Personal Information handled by Company on behalf of Customer in accordance with this Schedule. Such assistance will be at Customer’s sole expense, except where investigation was required due to Company’s acts or omissions, in which case such assistance will be at Company’s sole expense.

10. Security Incident. Company will notify Customer in writing within forty-eight (48) hours whenever Company reasonably believes that there has been any accidental or unauthorized access, acquisition, use, modification, disclosure, loss, destruction of or damage to Customer Information or any other unauthorized Processing of Customer Information (a “**Security Incident**”). Company will immediately investigate the Security Incident, and take all necessary steps to eliminate or contain the exposure of the Customer Information and keep Customer informed of the status and cause of the Security Incident and all related matters. Company further agrees to provide reasonable assistance and cooperation requested by Customer and/or Customer’s designated representatives in the furtherance of any correction, remediation, investigation or recording of any Security Incident and/or the mitigation of any potential damage, including any notification that Customer may determine appropriate to send to affected individuals, regulators or third parties, and/or the provision of any credit reporting service that Customer deems appropriate to provide to affected individuals. Unless required by law applicable to Company, Company will not notify any individual or any third party other than law enforcement of any potential Security Incident involving Customer Information without first obtaining written permission of Customer. In addition, within thirty (30) days of identifying or being informed of any Security Incident arising from any act or omission by Company, Company will develop and execute a plan, subject to Customer’s approval, that reduces the likelihood of a recurrence of a Security Incident.

11. Disposal or Return. Upon termination or expiration of this Agreement for any reason, or upon Customer’s request, Company will immediately destroy any or all Customer Information in Company’s possession, power or control, except as otherwise required by law applicable to Company, cease Processing Customer Information. If specifically directed by Customer, Company will return such Customer Information in a manner and format reasonably

requested by Customer. If Company has such a legal obligation to retain Customer Information beyond the period otherwise specified by this Section, Company will notify Customer in writing of that obligation, to the extent permitted by applicable law, and will return or destroy the Customer Information in accordance with this Section as soon as possible after that legally required retention period has ended.

12. Cooperation; Adverse Changes. Company will provide relevant information and assistance reasonably requested by Customer to demonstrate Company's compliance with its obligations under this Schedule and assist Customer in meeting its obligations under data protection or privacy laws. Company will notify Customer promptly if Company: (i) has reason to believe that it is unable to comply with any of its obligations under this Schedule and cannot cure this inability to comply within a reasonable time frame; or (ii) becomes aware of any circumstances or change in applicable law that is likely to prevent it from fulfilling its obligations under this Schedule. In the event that this Schedule, or any actions to be taken or contemplated to be taken in performance of this Schedule, do not or would not satisfy either party's obligations under the laws applicable to each party, the parties will negotiate in good faith upon an appropriate amendment to this Schedule.

13. Miscellaneous. The obligations of Company under this Schedule will continue for as long as Company continues to have access to, is in possession or control of, or acquires Customer Information, even if all agreements between Company and Customer have expired or have been terminated. This Schedule may be amended only by written agreement of the parties.

TO: San Luis Obispo County Integrated Waste Management Authority
FROM: Coby Skye, Executive Director
RE: Draft Board Meeting Agenda - June 10, 2026

BACKGROUND:

N/A

RECOMMENDATION:

Review, discuss, and approve the draft IWMA Board Meeting Agenda for June 10, 2026.

FISCAL IMPACT:

N/A

ATTACHMENTS:

- A. Draft Board Meeting Agenda for June 10, 2026



DRAFT

San Luis Obispo County Integrated Waste Management Authority

BOARD MEETING AGENDA

Wednesday, June 10, 2026 1:30 PM

In-Person Meeting:

City of San Luis Obispo Council Chamber

990 Palm Street

San Luis Obispo, CA 93401

Mission Statement:

The Mission of the IWMA is to provide coordinated efforts to follow state waste and recycling policy on behalf of member agencies through practical, cost-effective programs, education, and technical support.

BOARD OF DIRECTORS:

James Guthrie, President, City of Arroyo Grande

Navid Fardanesh, Vice President, Special Districts

Robert Robert, Past President, City of Grover Beach

Charles Bourbeau, City of Atascadero

Cyndee Edwards, City of Morro Bay

John Hamon, City of El Paso de Robles

Heather Moreno, County of San Luis Obispo, District 5 Supervisor

Scott Newton, City of Pismo Beach

Michelle Shoresman, City of San Luis Obispo

Public Comment:

Person(s) who wish to submit written Public Comment regarding an agenda item may send it to Janet Weldon, Clerk of the Board, at clerk@iwma.com. All correspondence submitted by 9:00 AM on the day of the meeting will be distributed to each board or committee member and will become part of the official record of the meeting. IWMA staff may upload written correspondence onto the agency's website. The agenda and public meeting materials are available for inspection during regular business hours at the IWMA office at 555 Chorro Street, Suite D2, San Luis Obispo, CA 93405.

Members of the public attending the meeting will have the opportunity to address the Board of Directors concerning any item on the agenda below before the consideration of that item.

Americans with Disabilities Act Compliance:

In compliance with the Americans with Disabilities Act (ADA), the IWMA is committed to including the disabled in all its services, programs, and activities. If you need special aid to participate in this meeting, please get in touch with Janet Weldon, Clerk of the Board, at least 72 hours before the meeting to enable the IWMA to make reasonable arrangements to ensure accessibility to the meeting. The IWMA Clerk of the Board can be reached at (805) 782-8530 and through email at clerk@iwma.com.

- 1. Call To Order**
- 2. Roll Call**
- 3. Pledge of Allegiance**

General Public Comment Period

Members of the public may address the Board of Directors on any items of interest within the jurisdiction of the Board, including items not scheduled on this agenda. In compliance with the Brown Act, the Board cannot discuss or act on items not on the agenda but may set items for future agendas.

STAFF REPORTS

4. Executive Director's Report

Coby Skye, IWMA Executive Director

CONSENT AGENDA

5. Board Meeting Minutes – May 13, 2026

Recommendation: Approve the Board of Directors Meeting Minutes for May 13, 2026.

6. Executive Committee Meeting Minutes: Receive and File

Recommendation: Receive and file the Executive Committee Meeting Minutes for the April 30, 2026 Meeting.

7. Monthly Financial Reports

Recommendation: Receive and file the Monthly Financial Report for April 2026.

8. Administrative Purchasing Procedures Manual

Recommendation: Receive and file the IWMA Administrative Purchasing Procedures Manual.

9. Update IWMA Policy F-14: Budget Policy

Recommendation: Approve proposed revisions of IWMA Policy F14, Budget Policy.

REGULAR AGENDA

10. Consider and Approve Executive Committee's Recommendations to Revise Executive Committee Bylaws and IWMA Meeting Calendar; Adopt Resolution No. 2026-06-01, A Resolution of the Board of Directors of The San Luis Obispo County Integrated Waste Management Authority Amending the Executive Committee Bylaws; Adopt Resolution No. 2026-06-02 A Resolution of the Board of Directors of the San Luis Obispo County Integrated Waste Management Authority Revising the Meeting Calendar; Adopt Resolution No. 2026-06-03 A Resolution of the Board of Directors of the San Luis Obispo County Integrated Waste Management Authority Revising the Board Rules of Procedure

Recommendation: Consider Executive Committee's Recommendation to Clarify Executive Committee Authority, Revise IWMA Meeting Calendars and adopt Resolution Nos. 2026-06-01, 2026-06-02; and 2026-06-03

11. Facilities Use Lease Agreement Between the State of California and San Luis Obispo County Integrated Waste Management Authority Regarding Locating a Household Hazardous Waste (HHW) Facility at Camp San Luis Obispo

Recommendation: Approve the Lease Agreement between the State of California and the San Luis Obispo County Integrated Waste Management Authority for locating a Household Hazardous Waste (HHW) Facility at Camp San Luis Obispo as a replacement for the Morro Bay

HHW Facility; and authorize the Executive Director to execute the Agreement on behalf of the IWMA.

12. Second Reading and Adoption - Ordinance No. 2026-01 An Ordinance of the Board of Directors of the San Luis Obispo County Integrated Waste Management Authority to Provide Informal Bidding Procedures Under the California Uniform Public Construction Cost Accounting Act

Recommendation: Approve adoption of Ordinance No. 2026-01, establishing informal bidding procedures under the California Uniform Public Construction Cost Accounting Act (CUPCCAA) and direct staff to publish and take all other steps necessary for implementation of the Ordinance per applicable law.

13. Deputy Director Employment Agreement

Recommendation: Approve the proposed Employment Agreement between the IWMA and Deputy Director Lucy Stanus; authorize the Board President to execute the agreement on behalf of the IWMA; and direct staff to implement the July 1, 2026 cost-of-living adjustment consistent with the terms of the agreement and the FY 2026-27 Budget.

14. Public Hearing on Annual Status Report on Public Sector Vacancies Pursuant to Assembly Bill 2561

Recommendation: Hold a Public Hearing and receive and file the Annual Status Report on Public Sector Vacancies Pursuant to Assembly Bill 2561.

15. Resolution 2026-06-04 Temporary Reduction of the Solid Waste Management Fee

Recommendation: Adopt Resolution 2026-06-04, temporarily reducing the Solid Waste Management Fee from 5.4% to: 2.0% of gross receipts on residential customers and 2.2% of gross receipts on commercial customers, effective July 1, 2026.

16. Adoption of Resolution 2026-06-05, Adopting the Budget for Fiscal Year 2026-2027

Recommendation: Adopt Resolution 2026-06-05 and approve IWMA's Fiscal Year 2026-2027 Budget.

17. Executive Committee Elections

Recommendation: Conduct annual executive committee elections for President and Vice President.

18. Board Member Communications

Provide Board Members an opportunity to make an announcement and briefly report on their activities directly related to agency business.

ADJOURNMENT

Upcoming Meetings and Events

Board of Directors	August 12, 2026	September 9, 2026	November 12, 2026
Executive Committee	July 30, 2026	August 27, 2026	October 29, 2026

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