

FLEET OPERATOR ENROLLMENT AGREEMENT FOR WIRELESS SERVICES

Fleet Operator Name: WEBB COUNTY, TEXAS
 Address: 1000 Houston St., 3rd Floor LAREDO, TX 78040

Billng Address (if different from above): WEBB COUNTY BUSINESS OFFICE
1110 WASHINGTON ST., STE. NO. 203, LAREDO TX 78040
APINVOICES@WEBB.COUNTY.GOV

This Fleet Operator Enrollment Agreement for Wireless Services ("Enrollment Agreement") is executed by and between SPRINT SOLUTIONS, INC. ("Sprint") and WEBB COUNTY, TEXAS, as a "Fleet Operator", in order to enable Fleet Operator to obtain the Fleet Management Solution Version 2 and receive discounts for Wireless Services and Products in accordance with the terms and conditions hereto. This Enrollment Agreement will govern the provision to the Fleet Operator of the Fleet Management Solution Version 2 and Sprint wireless Products and Services. Capitalized terms not defined in this Enrollment Agreement are defined in the Standard Terms and Conditions or the Product Terms and Conditions.

Sprint and Fleet Operator agree as follows:

1. FLEET MANAGEMENT SOLUTION VERISON 2

1.1 Web-Based Telematics Software Applications. The Fleet Management Solution Version 2 will include the following web-based telematics software applications:

FEATURES	GEOTAB BASIC	GEOTAB PROFESSIONAL	GEOTAB PROFESSIONAL PLUS
TRACK AND TRACE FEATURES			
• Breadcrumb Trail	X	X	X
• Geo-Fencing Landmarks	X	X	X
• Speed Monitor	X	X	X
• Stop Report, Idle Time with Location	X	X	X
• Multiple Map Views (Aerial, etc.)	X	X	X
• Access to Geo Info Systems	X	X	X
• Exception and Alert Notification	X	X	X
• Send Routing Information & Turn-by-Turn Direction to Driver			X
• Two-Way Messaging			X
VEHICLE DIAGNOSTICS			
• Monitor Tire, CO2, Fuel, Miles		X	X
• Breakdown Notification		X	X
• PTO Data Integration		X	X
• Reads/Inteprets J1939/1708		X	X
• Interpret Diagnostic Codes		X	X
• Predictive Maintenance Recommendation		X	X
• Vehicle Maintenance / Safety Alerts	X	X	X
DRIVER BEHAVIOR			
• Audible Alerts:	X	X	X
• Visual Display of Alerts			X
• Trending Reports	X	X	X
• Driver Safety Scorecard	X	X	X

1.2 Wireless Data Services. The Fleet Management Solution Version 2 will include the Sprint Data Access Plan for Fleet Operators, as more fully described below

1.2 Ordering, Installation and Training

- A. **Orders.** Fleet Operator will order the Fleet Management Solution Version 2 through Enterprise Fleet Management, Inc. ("EFM").
- B. **Training.** After the Fleet Management Solution Version 2 is installed in Fleet Operator's vehicles, Sprint, through the Application Provider, will train Fleet Operator on the operation of the Fleet Management Solution Version 2. Sprint or the Application Provider will include EFM on all communications regarding training on the Fleet Management Solution Version 2.
- C. **Care Process.** Fleet Operator will be provided with information describing the Fleet Operator's responsibility for contacting Sprint's third party vendor to resolve any technical issues with the Fleet Management Solution Version 2.

Sprint will provide Fleet Operator with a care process that will contain contact information for the vendor providing technical and operational assistance, and to assist Fleet Operator in resolving any issues with the Fleet Management Solution Version 2.

2. **TERM** - The term of this Enrollment Agreement ("Term") begins on the first day of the first complete billing month after the parties sign this Enrollment Agreement ("Commencement Date") and shall terminate upon the sooner of the following: (a) notice from the Fleet Operator to Sprint; or (b) notice from Sprint to Fleet Operator due to breach by Fleet Operator; or (c) termination by Sprint as provided immediately as follows. If the Enterprise Fleet Management Solution Version 2 Co-Marketing Agreement between Sprint and EFM expires, is not renewed by EFM, or is terminated by either EFM or Sprint before the end of its stated term, Sprint may either adjust the discounts in the Enrollment Agreement as a condition for continuing to provide wireless Services under this Enrollment Agreement or terminate this Enrollment Agreement by giving Fleet Operator 60 days' prior written notice.

3. **RESALE OF WIRELESS SERVICES AND SPRINT PRODUCTS** - Fleet Operator may not resell or lease Wireless Services or Products, including any component of the Fleet Management Solution Version 2.

4. **ELIGIBILITY** – To be eligible for the Fleet Management Solution Version 2 and any additional Wireless Services to be provided under this Enrollment Agreement, Fleet Operator must meet all of the following conditions in each month of the Term:

4.1 Fleet Operator must be in good standing under the terms of the Master Terms Agreement;

4.2 Fleet Operator must meet the definition of Fleet Operator as defined in Section 10 below. If at any time during the Term of this Enrollment Agreement, Fleet Operator ceases to meet this definition, Sprint may (A) terminate the Fleet Management Solution Version 2, and (B) either adjust the discounts for Wireless Services and Products set forth in this Enrollment Agreement as a condition for continuing to provide Wireless Services under this Enrollment Agreement, or terminate this Enrollment Agreement by giving Fleet Operator 60 days' prior written notice;

4.3 Fleet Operator must execute and return this Enrollment Agreement to Sprint;

4.4 Fleet Operator will include Sprint in any solicitation, RFP, request, etc. for wireless products and services for Fleet Operator's business;

4.5 Fleet Operator must meet and maintain Sprint's credit approval; and

4.6 If Fleet Operator has an existing agreement with Sprint for wireless Products or Services, Fleet Operator may only purchase the Fleet Management Services Plan via this Enrollment Agreement and is not eligible for any other wireless Products and Services pricing and discounts in this Enrollment Agreement until its existing agreement has expired or is terminated. Existing agreements terminated for convenience are subject to early termination liability and other applicable charges and fees.

5. **PRODUCT AND SERVICE CHARGES**

5.1 **Fleet Management Services Plan.** Except as provided in Section 5.2.A below, Fleet Operator will be charged a fixed net MRC for each Fleet Management Solution Version 2 including Sprint Data Access Plan in service during the Term of this Enrollment Agreement, for one of the following two options as selected by the Fleet Operator:

- A. NET \$17 MRC – Geotab Basic;
- B. NET \$24 MRC – Geotab Professional; or
- C. NET \$29 MRC – Geotab Pro Plus

The net MRC is net of all discounts. Additional Services, Applications, modifications, and/or customization requested by Fleet Operator may be subject to additional monthly charges. The Fleet Operator Corporate-Liable Active Unit Discount described in Section 6.1.A does not apply.

5.2 **Sprint Data Access Plan for Fleet Operators.** The Sprint Data Access Plan for Fleet Operators provides access to the Sprint Mobile Broadband Network and the Nationwide Sprint Network for Fleet Management Solution Version 2. Wireless high speed data coverage is not available everywhere. Where the wireless high speed data network is available, Fleet Management Solution Version 2 will first attempt to connect to the Sprint Mobile Broadband Network, and then will default to the Nationwide Sprint Network depending on coverage and network availability.

A. **Overage Charges and Usage Limitations.** The Sprint Data Access Plan for Fleet Operators is not subject to an aggregate monthly data usage cap, but is subject to overage charges, Roaming usage limitations, and other data usage restrictions and limitations as set forth in the Wireless Services Product Annex. If a Fleet Management Solution Version 2 exceeds 10 Megabytes per month in usage, Sprint will charge Fleet Operator \$0.0030 per Kilobyte used in excess of the 10 Megabyte limitation.

(1) Fleet Operator may view its usage under the Sprint Data Access Plan for Fleet Operators under the "Manage" option at www.sprint.com.

(2) All pricing and available MBs are the same whether Fleet Management Solution Version 2 uses the Sprint Mobile Broadband Network or the Nationwide Sprint Network.

B. Activations of the Sprint Data Access Plan for Fleet Operators are only available for Fleet Management Solution Version 2. Activations of the Sprint Data Access Plan for Fleet Operators are not available for Fleet Operator Corporate-Liable Active Units and are not eligible for service credits, wireless device discounts, or rebates.

5.3 Taxes Not Included. As stated in the Standard Terms and Conditions, Sprint's rates and charges for Products and Services do not include taxes. Fleet Operator will pay all taxes, including, but not limited to, sales, use, gross receipts, excise, VAT, property, transaction, or other local, state, or national taxes or charges imposed on, or based upon, the provision, sale or use of Products or Services. Additional information on the taxes, fees, charges, and surcharges collected by Sprint is posted on the Rates and Conditions Website.

5.4 Rate Adjustments. As stated in the Standard Terms and Conditions, Sprint may impose on Fleet Operator additional regulatory fees; administrative charges; and charges, fees or surcharges for the costs Sprint incurs in complying with governmental programs. These fees, charges or surcharges include, but are not limited to, state and federal Carrier Universal Service Charges ("CUSC"), or Gross Receipts surcharges. If the Federal Communications Commission ("FCC") requires that Sprint contribute to the Universal Service Fund ("USF") based on interstate revenues derived from services that Sprint in good faith has treated as exempt, including but not limited to, information services, Sprint will invoice Fleet Operator the CUSC for such Services beginning on the date established by the FCC as the date such Services became subject to USF contributions. The amount of the fees, charges and surcharges imposed may vary, provided that any fees, charges and surcharges imposed will be in amounts comparable to those imposed on other similarly situated Sprint customers.

5.5 Fleet Operator Corporate-Liable 3G/4G Connection Plan

A. The 3G/4G Connection Plan provides both EVDO (using CDMA technology) and Sprint 4G data functionality in certain coverage areas of the United States. Sprint 4G Network coverage is not available everywhere and requires a Sprint 4G Network data-compatible connection card. Fleet Operator may contact its Sprint Account Representative or visit www.sprint.com/coverage for current coverage areas and applicable wireless devices. This Business Plan is only available to Fleet Operator Lines domiciled in the United States.

B. 3G/4G Connection Plan Charges

NET MRC	NET \$44.99¹
Additional data usage above 6 GB	\$0.05 per MB ²
Additional data Roaming usage above 300 MB	\$0.25 per MB ²

- (1) MRC is net of all discounts. Fleet Operator's Service Pricing Discount is not applicable.
- (2) If Fleet Operator's data usage on the Sprint 3G Network and the Nationwide Sprint Network in a given month exceeds 6 GB in total or 300 MB while Roaming, Fleet Operator will be liable for the overage charges set forth in the table above. Fleet Operator may be liable for both overage charges if Fleet Operator's usage in a given month exceeds both 6 GB in total and 300 MB while Roaming.
- (3) The 3G/4G Connection Card Plan includes data usage up to the plan's Data Services limitation on the Sprint 4G Network, the Sprint 3G Network and the Nationwide Sprint Network. Wireless high speed data coverage is not available everywhere and requires a wireless high speed data-compatible device. Where the wireless high speed data network is available and a wireless high speed data-compatible device is used, Corporate-Liable Active Units will first attempt to connect to the Sprint 4G Network, then the Sprint 3G Network, and then will default to the Nationwide Sprint Network depending on coverage and network availability.
- (4) Roaming is not available on the Sprint 4G Network at this time.
- (5) Premium Services content is not available with this Business Plan.
- (6) Sprint reserves the right, without notice or limitation, to limit throughput speeds or quantities or to deny, terminate, end, modify, disconnect, or suspend wireless Service if a wireless Product engages in any of the prohibited data uses detailed below or if Sprint, in its sole discretion, determines action is necessary to protect the Sprint Networks or Sprint 4G Network from harm or degradation. Sprint wireless data Services are provided solely for purposes of web surfing, sending and receiving email, photographs and other similar messaging activities, and the non-continuous streaming of videos, downloading of files or on-line gaming. Sprint wireless data Services may not be used: (a) to generate excessive amounts of Internet traffic through continuous, unattended streaming, downloading or uploading of videos or other files or to operate hosting services including, but not limited to, web, video surveillance, or gaming hosting; (b) to maintain continuous active network connections to the Internet such as through a web camera or machine-to-machine connections that do not involve active participation by a person; (c) to disrupt email use by others using automated or manual routines, including, but not limited to, "auto-responders" or cancel bots or other similar routines; (d) to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, "junk mail", unsolicited commercial or bulk email, or fax; (e) for activities adversely affecting the ability of other people or systems to use either Sprint's Wireless Services or other parties' Internet-based resources, including, but not limited to, "denial of service" (DoS) attacks against another network host or individual user; (f) for an activity that connects any device to personal computers (including, but not limited to, laptops), or other equipment for the purpose of transmitting wireless data over the Sprint Networks or Sprint 4G Network (unless Fleet Operator is using a plan designated for such usage); (g) by a Wireless Data Connection Device in excess of: (i) 5 GB/month in total, (ii) 300 MB/month while Roaming, or (iii) a majority of kilobytes while Roaming; or (h) for any other reason that, in Sprint's sole discretion, violates Sprint's policy of providing Service for individual use.

(7) Certain data usage restrictions and limitations apply and are set forth in the Wireless Services Product Annex.

6. Fleet Operator Corporate-Liable Active Unit Discounts

6.1 Wireless Services Discount

A. Eligibility. For as long as Fleet Operator meets the definition of a "Fleet Operator," Fleet Operator will receive the discounts in the table below ("Fleet Operator Discounts") for nationally available Wireless Services Business Plans (including Wireless Service elements and features); provided that the Fleet Operator Discounts will not apply to the Sprint Data Access Plan for Fleet Operators.

Fleet Operator Corporate-Liable Active Unit Discount	Fleet Operator Individual-Liable Active Unit Discount
22%	20%

B. Applicability. Unless otherwise noted, the Fleet Operator Discounts apply to eligible MRCs before taxes and surcharges and after application of credits, other discounts and rebates. Overage, usage-based and other charges are not eligible for Fleet Operator Discounts. All 3rd party applications and data bundles that include 3rd party applications are ineligible for Fleet Operator Discounts.

6.2 Wireless Device Discount. New Fleet Operator Corporate-Liable Active Units are eligible for a discounted device price with a Minimum Service Term of 12 months. The discounted device price is at least 39% off the 1 year net price, defined as the suggested retail price less \$75.00. The devices offered with this discounted device price may change at any time in Sprint's sole discretion. This discounted device offer may not be available in all sales channels.

6.3 Effective Date of Discounts. For new Fleet Operator Corporate-Liable Active Units, the Fleet Operator Corporate-Liable Active Unit Discount applies as of the Commencement Date. For Fleet Operator Corporate-Liable Active Units activated prior to the Commencement Date under pre-existing agreement(s) between Sprint and Fleet Operator, Sprint will apply the discount above no later than sixty (60) days after the Commencement Date.

7. WIRELESS MINIMUM SERVICE TERM REQUIREMENT.

7.1 Fleet Management Services Plan. Fleet Management Solution Version 2 is activated with the Fleet Management Services Plan described in Section 5.1 above require a minimum service term ("Minimum Service Term") that begins on the Fleet Management Solution Version 2 activation date and ends 12 months later unless stated otherwise. Terminations of the Fleet Management Solution Version 2 plan before the end of the Minimum Service Term are subject to a deactivation fee of up to \$50 per terminated Fleet Management Solution Version 2 device, in addition to any other Service charges that apply to the terminated Fleet Management Solution Version 2 device.

7.2 Other Business Devices. Except as stated in certain Business Plans, including the Fleet Management Services Plan, Wireless Services may require a minimum service term ("Minimum Service Term") that begins on the wireless device activation date and ends on the expiration of the device Minimum Service Term or the Business Plan Minimum Service Term, whichever is later. Minimum Service Term(s) are available at Fleet Operator's My Sprint Business account or by contacting Sprint Account Representative. No early termination fees apply (a) for wireless devices without a Minimum Service Term or (b) if Fleet Operator complies with Sprint's return policy.

A. Advanced Devices. Sprint may designate certain Corporate-Liable Active Units as "Advanced Devices." Advanced Devices include, but are not limited to: (1) mobile computing devices, certain tablets, a netbook or notebook; or (2) Smartphones. Service terminations before the end of the Minimum Service Term for an Advanced Device are subject to an early termination fee of up to \$350 per device, in addition to any other Service charges that apply to the terminated Advanced Device.

B. Other Devices. Service terminations before the end of the Minimum Service Term for all devices other than Advanced Devices are subject to an early termination fee of up to \$200 per device, in addition to any other Service charges that apply to the terminated Corporate-Liable Active Unit.

8. FLEET OPERATOR EMPLOYEE DISCOUNT PROGRAM

8.1 Eligible Employees. New and existing Fleet Operator Individual-Liable Active Units may receive the Fleet Operator Individual-Liable Active Unit Discount in the table above. The Fleet Operator Individual-Liable Active Unit Discount is contingent upon the Employee signing Sprint's consumer subscriber agreement and providing satisfactory evidence of employment to Sprint. Fleet Operator and Sprint will agree on methods for employment verification. Upon termination of this Enrollment Agreement for any reason, or upon the Employee's termination of employment with Fleet Operator, Sprint may cease applying the Fleet Operator Individual-Liable Active Unit Discount. Except for the Fleet Operator Individual-Liable Active Unit Discount above, Fleet Operator Individual-Liable Active Units are governed exclusively by the terms and conditions in the consumer subscriber agreement.

8.2 Communications. Fleet Operator will communicate this Employee Discount Program to all Employees within 30 days of the Commencement Date. Fleet Operator and Sprint will agree on a process for Sprint to present promotional offers and sell to Employees, including allowing Sprint to send monthly marketing messages (e.g., via payroll stuffers, company magazines/newsletters, email, chair drops, or other reasonable manner) to Employees. Sprint may, with Fleet Operator's consent, install a link (via the Internet or Intranet) to a Sprint website to give Employees access to information on Sprint

Products and Services. Fleet Operator and Sprint will agree on the content of such messages.


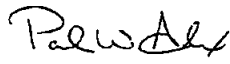
9. OTHER TERMS AND CONDITIONS

- 9.1 Fleet Operator is responsible for all charges and obligations incurred by it, and for its actions or omissions under this Enrollment Agreement.
- 9.2 Fleet Operator accepts and agrees that Sprint's Standard Terms and Conditions for Communications Services ("Standard Terms and Conditions") as posted at www.sprint.com/ratesandconditions/ ("Rates and Conditions Website"), as reasonably amended from time-to-time by Sprint, are incorporated into this Enrollment Agreement and apply to all Sprint wireless Products and Services, including the Fleet Management Solution Version 2. Fleet Operator's use of wireless Products or Services, including the Fleet Management Solution Version 2, is also governed by the applicable Product and Service annexes, including the Wireless Services Product Annex, as posted at www.sprint.com/ratesandconditions/ ("Product Terms and Conditions"), as reasonably amended from time-to-time by Sprint.
- 9.3 This Enrollment Agreement and any information concerning its terms and conditions are, as between Sprint and Fleet Operator, Sprint's Confidential and Proprietary Information governed by the Confidential Information provisions set forth in the Standard Terms and Conditions. Sprint and Fleet Operator agree not to disclose this Enrollment Agreement or any information in it to any third party, except EFM or as otherwise permitted by the Standard Terms and Conditions.

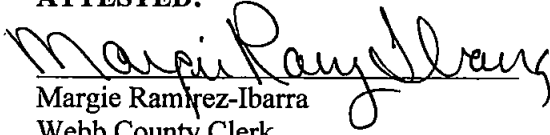
10. DEFINITIONS

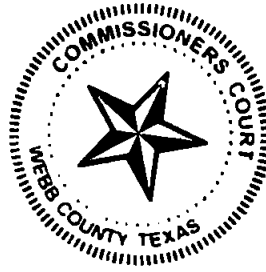
- 10.1 "Active Unit" means an active piece of wireless Product.
- 10.2 "Employee" means a person in the service of Fleet Operator and from whom Fleet Operator withholds FICA (Federal Insurance Contributions Act) contributions from such person's gross pay.
- 10.3 "Fleet Management Solution Version 2" means (A) certain third-party, mutually approved vehicle, tracking and telematics software applications and (B) certain Sprint wireless data services.
- 10.4 "Fleet Operator" means an entity or group that is party to a current, valid and fully executed Master Terms Agreement with EFM ("Master Terms Agreement"):
- 10.5 "Fleet Operator Corporate-Liable Active Unit" means an Active Unit activated by Fleet Operator for its end use and for which Fleet Operator is financially liable, excluding the Fleet Management Solution Version 2 or any component thereof.
- 10.6 "Fleet Operator Individual-Liable Active Unit" means an Active Unit activated by an Employee of Fleet Operator and for which the Employee is financially liable.
- 10.7 "MRC" means monthly recurring charge.
- 10.8 "Product(s)" includes equipment, software, hardware, cabling or other materials sold or leased to Fleet Operator by or through Sprint as a separate item from, or bundled with, a Service.
- 10.9 "Service(s)" means wireless business communications services provided to Fleet Operator by or through Sprint under this Enrollment Agreement, excluding Products.

In order to become effective, this Enrollment Agreement must be duly executed by a duly authorized representative of Fleet Operator and delivered to Sprint and thereafter executed by a duly authorized representative of Sprint. Any modification, interlineation, addition, supplement and/or other change(s) to this Enrollment Agreement is subject to subsequent approval at Sprint Corporate Headquarters.


<p><u>WEBB COUNTY, TEXAS</u> (Fleet Operator's Legal Name)</p> <p>By:  Name: <u>TAND E. PUJERINA</u> <small>Print or Type</small> Title: <u>WEBB COUNTY JUDGE</u> Date: _____</p> <p>Address: <u>1000 Houston St., Laredo TX 78040</u> <u>LAREDO, TX 78040</u></p>	<p>SPRINT SOLUTIONS, INC.</p> <p></p> <p>Paul Alex Global Accounts Sales Director Mobile: (248) 866-0438 Email: paul.alex@sprint.com</p> <p>Sprint 17187 North Laurel Park Drive Suite 400 Livonia, MI 48152</p>
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ATTESTED:


Margie Ramirez-Ibarra
Webb County Clerk



APPROVED AS TO FORM:


Alexandra Colessides-Solis
Webb County Civil Legal Division Director

*By law, this office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

Passed and approved by the Webb County Commissioners Court
On December 11, 2017; Item No. 28.

TELEMATICS SERVICES AGREEMENT

As of this 4th day of December, 2017, (the "Effective Date") the parties below have agreed to the following Telematics Services Agreement (the "Agreement"), to be effective upon the execution the later of the Effective Date of this Agreement and the following agreement(s) between the parties.

WHEREAS, Enterprise Fleet Management, Inc. ("EFM") offers in-vehicle telematics products and services (the "Telematics Device(s)") and EFM is willing to make the Telematics Device available for purchase, installation and use by Customer, as defined below, consistent with the terms of this Agreement; and

WHEREAS, the undersigned (the "Customer") desires to purchase, have installed and use the Telematics Device as consistent with the terms of this Agreement; and

NOW THEREFORE, in consideration for the mutual promises contained herein, and for such other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following.

1. Telematics Device Notice, Ownership, Access and Release. The Telematics Device(s) shall require the Vehicle(s), as defined below, to be equipped with a global positioning system (GPS) device and other telematics systems which may include hardware material and imbedded software. The Vehicle shall also be equipped with an Event Data Recorder (EDR) or similar technology installed for the purpose of recording, compiling, synthesizing, reading, interpreting, and transmitting information about the condition and/or operation of the Vehicle(s) that is generated by the Telematics device (the "Telematics Data" or "Data"). The Telematics Device(s) may record certain driving activities or actions, locations traveled and mileage driven as well as other Vehicle mechanical and operational Data. By their signatures below, each party acknowledges that such systems utilize cellular telephone and/or radio signals to transmit Data and communication and, therefore, privacy of such Data cannot be guaranteed and is specifically disclaimed as a condition of this Agreement and as a condition to receiving the Telematics Device.

2 Use of Telematics Data. Customer acknowledges that the Telematics Data may be recorded and that Customer shall be entitled to access and use of such Data at its sole discretion. Customer shall be considered the owner of all such Data. Customer releases EFM and its parent company and affiliates, the operator of the telematics system, the applicable software provider(s), the wireless carrier(s) and other suppliers of components and/or services and their respective employees, officers, directors and agents from any damage (including incidental and/or consequential damages) to persons (including without limitation Customer) or property caused by failure of the telematics system to operate properly. Third party service providers are not agents of employees of EFM, and EFM shall have no liability or responsibility with respect to the acts or omissions of those parties. Customer retains ultimate responsibility with regard to the categories of Data received and/or collected through its utilization of a Telematics Device and the usage or disclosure of such Data.

Customer further agrees that EFM and its parent company may access and use, but shall not be obligated to access or use, the Data for business purposes that include, but are not limited to, the following: (a) to provide services to Customer; (b) to check, maintain, diagnose, update or repair Customer's equipment; (c) to enable EFM or a third-party to improve or develop EFM products and services; (d) to assist or support Customer with managing a vehicle fleet; (e) to comply with or enforce legal or contractual requirements, including disclosure to a court or other governmental body in response to a valid order or specific request; (f) to offer Customer products or services; (g) to comply with a request from Customer; or (i) to disclose the Data to a third party as is necessary to accomplish (a) through (g).

3. Compliance with Privacy Laws; Standard of Care. Customer agrees to comply with any and all federal and state laws, rules, and regulations pertaining to the collection, storage, and use of the Telematics Data, including, but not limited to, applicable consumer/employee privacy and data security provisions that concern the following: (a) providing notice to employees/drivers of a vehicle equipped with a Telematics

Device that such vehicle is so equipped, resulting in the collection and use of Data; (b) obtaining driver consent to the collection and use of such Data as described herein; and (c) Customer's use, storage, retention, disposal, and dissemination of such Data, including sharing any Data with Customer affiliates, employees, and unaffiliated third parties.

Customer further covenants and agrees to the following:

1. Customer will apply a degree of care as is appropriate to avoid unauthorized access, use, or disclosure of Data.
2. Customer will use and disclose Data solely and exclusively for the purposes for which such Data, or access to it, is provided pursuant to the terms of the Agreement, and will not use, sell, rent, transfer, or otherwise distribute Data in a manner inconsistent with this Agreement.
3. To the extent Customer discloses or makes Data available to a third-party, Customer is solely liable for the acts and omissions of the third-party concerning the treatment of such Data.
4. **Vehicles.** This Agreement shall only apply to those vehicles (i) leased to Customer by an affiliate of EFM in which EFM is servicer under such lease or (ii) owned by Customer, provided that Customer has a valid Master Walkaway or Equity Lease Agreement (with schedules) in force with an affiliate of EFM.
5. **Purchase, Activation and Warranty.** Customer shall pay EFM the standard price as set by EFM for each Telematics Device, including all applicable taxes, fees and shipping charges. Warranty terms and other terms and conditions shall be those as provided by the hardware and equipment manufacturer(s) and software licensor(s) at the time of installation. Customer acknowledges that EFM does not provide the software or hardware for the telematics services on the Vehicles, but rather EFM arranges for provision of the same by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE CUSTOMER OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF ANY CHARGES DUE UNDER THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN THE PARTIES AND THEIR AFFILIATES.
6. **Training.** The third party service provider shall provide Customer and its employees with training and support materials on the functionality and use of the Telematics Device(s). At all times, Customer shall utilize commercially reasonable efforts to care, adhere to the training and care materials provided for the Telematics Device(s).
7. **Wireless Service Provider and Agreement; Software Agreement; Termination.** Customer shall execute a Wireless Service Agreement with a telecommunications carrier identified by EFM as a condition to purchase and installation of the Telematics Devices. Customer shall also execute an on-line End User Software Agreement with a third party vendor identified by EFM that licenses to Customer the software necessary to support the use of the Telematics Devices. The Wireless Services Agreement and/or Software Agreement shall provide for an ongoing, regular monthly charge, payable by Customer, for the use of the wireless services and software associated with the Telematics Devices by Customer. EFM shall not be a party to such Wireless Services Agreement or Software Agreements but termination of the same (for any reason) shall terminate this Agreement, unless otherwise agreed in writing by EFM. Termination of the agreement(s), as described above, with respect to the Vehicles and termination of this Agreement may terminate Customer's Wireless Services Agreement. Early termination of the Wireless Services Agreement may require Customer to pay an early termination fee or other charges. Customer agrees to provide EFM with prompt and complete notice of any termination of its Wireless Service Agreement and any other modifications to the same. This Agreement is terminable, upon written notice by EFM to Customer, upon expiration or termination of all leases between Customer and an affiliate of EFM.
8. **Responsibility.** Customer shall be responsible for any and all losses that EFM, its parent company, and its affiliates and their employees, officers, directors and managers incurs, or claims, demands, or rights of action that may be asserted at any time against EFM, which arise as a result of: (a) Customer's breach or of this Agreement; (b) as a result of any loss, damage, theft or destruction of any

hardware or software, or related to or arising out of or in connection with the use, operation or condition of any of the Telematics Device(s); (c) any failure to provide any requisite disclosures or notice, or to obtain any consent or opt-out relating to the use of a Telematics Device or the collection and use of the Telematics Data pursuant to Section 3 of this Agreement; and (d) any failure to properly access, monitor, secure or safeguard any Data. The provisions of this Section 8 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

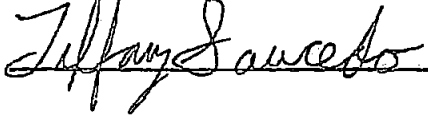
9. **Miscellaneous.** All terms and conditions of the agreement(s) otherwise referenced herein shall continue in full force and effect and are hereby ratified and confirmed by the parties. The parties agree that this Agreement is the full and complete agreement between the parties with respect to the Telematics Device described herein and shall only be modified upon written agreement of both parties hereto. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Customer may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM, which shall be it EFM's sole discretion. Any provision of this Agreement may be amended, but only if such amendment is in writing and is signed by Customer and EFM. EFM may make additional services related to this Agreement in the future, and the parties agree that if Customer elects such additional services, the parties will amend this Agreement related to such services.

This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

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SIGNATURE PAGE TO FOLLOW

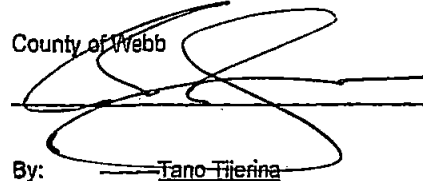
IN WITNESS, the parties have executed this Agreement, as of the dates respectively provided below.

"ENTERPRISE FLEET MANAGEMENT, INC."



By: Tiffany Saucedo
Title: Regional Sales Manager
Address:
Date: 3/7/18
"CUSTOMER Name"

County of Webb



By: Tano Tijerina
Title: County Judge
Address: 1110 Washington St. St 203 Laredo, TX
Date:

ATTESTED:

Margie Ramirez Ibarra
Margie Ramirez-Ibarra
Webb County Clerk



APPROVED AS TO FORM:

Alexandra Colessides-Solis
Alexandra Colessides-Solis
Webb County Civil Legal Division Director

*By law, this office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

Passed and approved by the Webb County Commissioners Court
On December 11, 2017; Item No. 28.

I, Margie Ramirez Ibarra, County Clerk, Webb County, do hereby certify that this is a true and correct copy, as the same appears of record in my office.

Witness my hand and seal of office on

MAR 20 2018

Margie Ramirez Ibarra
Webb County Clerk
By *Vincent M. Rodriguez*
Deputy County Clerk

Telematics Services Agreement between Enterprise Fleet Management, Inc. and Webb County for the use of in-vehicle telematics devices (GPS-Global Positioning System) and ancillary products to be utilized in all eligible county vehicles.