

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.

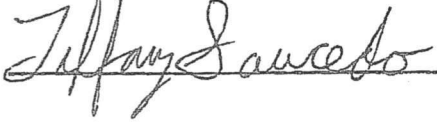
9. Miscellaneous. All terms and conditions of the agreement(s) otherwise referenced herein shall continue in full force and effect and are hereby ratified and confirmed by the parties. The parties agree that this Agreement is the full and complete agreement between the parties with respect to the Telematics 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

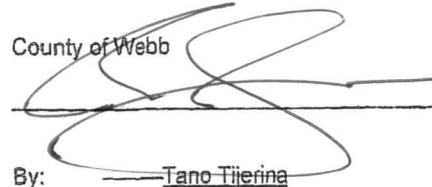
IN WITNESS, the parties have executed this Agreement, as of the dates respectively provided below.

"ENTERPRISE FLEET MANAGEMENT, INC."



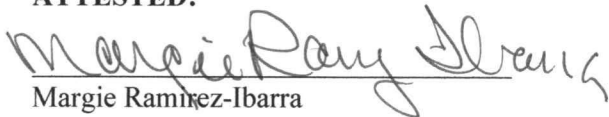
By: Tiffany Saucedo
Title: Regional Sales Manager
Address:
Date: 3/7/18
"CUSTOMER Name"

County of Webb



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

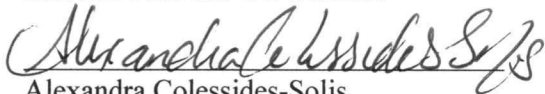
ATTESTED:



Margie Ramirez-Ibarra
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 .