

AGREEMENT

This Agreement (“Agreement”) is made this _____ day of _____, 2012 (“Effective Date”) between Tyler Technologies, Inc., with offices at 23 British American Boulevard, Latham, New York 12110 (“Tyler”) and Norton City School District, with offices at 4128 Cleveland-Massillon Road, Norton, Ohio 44203 (“Client”).

Tyler and Client agree as follows:

1. License Grant.

- 1.1. Upon the Effective Date, Tyler hereby grants to Client a non-exclusive, non-transferable, royalty-free, revocable license to use the Tyler software products set forth in the investment summary attached hereto as Exhibit 1 (“Investment Summary”) and related interfaces (collectively, the “Tyler Software Products”) and Tyler user manuals for Client's internal business purposes at 4128 Cleveland-Massillon Road, Norton, Ohio 44203, for Norton City School District only and otherwise subject to the terms and conditions of this Agreement. This license is revocable by Tyler if Client fails to comply with the terms and conditions of this Agreement, including without limitation, Client's failure to timely pay the Application Software License Fees in full. Upon Client's payment in full for the Tyler Software Products, this license shall become irrevocable, subject to the restrictions on use and other terms set forth in this Agreement. The right to transfer the Tyler Software Products to a replacement hardware system is included in this Agreement. Client shall pay Tyler for the cost of new media or any required technical assistance to accommodate the transfer. Client shall provide advance written notice to Tyler of any such transfer.
- 1.2. Client acknowledges and agrees that the Tyler Software Products and user manuals are proprietary to Tyler and have been developed as trade secrets at Tyler's expense. Client shall use best efforts to keep the Tyler Software Products and user manuals confidential and to prevent any misuse, unauthorized use or unauthorized disclosure of the Tyler Software Products or user manuals by any party.
- 1.3. Client may make copies of the Tyler Software Products for archive purposes only. Client will repeat any and all proprietary notices on any copy of the Tyler Software Products. Client may make copies of the Tyler user manuals for internal use only.
- 1.4. The Tyler Software Products may not be modified by anyone other than Tyler. If Client modifies the Tyler Software Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on, and the warranty for, the Tyler Software Products will be void. Client shall not perform decompilation, disassembly, translation or other reverse engineering on the Tyler Software Products. Client also shall not append, delete, modify or otherwise alter the data in the databases used by the Tyler Software Products, other than by the use of the Tyler Software Products in accordance with the terms of this Agreement.
- 1.5. Versatrans Onscreen TM (“Onscreen”) and Versatrans Fleetvision TM (“Fleetvision”) are licensed on a per vehicle basis. Client may exceed the number of Onscreen vehicles by up to 25% solely for the purpose of setting up spare fleet vehicles only. Client may exceed the number of Fleetvision vehicles by up to 25% solely for the purpose of setting up spare fleet vehicles only. At no time may Client actively use more than the number of vehicles licensed.

2. **Limited Warranty.** For the purposes of this Agreement, a “Defect” is defined as a failure of the Tyler Software Products to substantially conform to the then-current Tyler User Guides and the functional descriptions of the Tyler Software Products in Tyler's written proposal to Client. In the event of conflict between the afore-mentioned documents, the then-current Tyler User Guides will control. A Tyler Software Product is “Defective” if it contains a Defect. For as long as a current Agreement is in place, Tyler warrants that the Tyler Software Products will not contain Defects. If the Tyler Software Products do not perform as warranted, Tyler will use reasonable efforts, consistent with industry standards, to cure the defect in accordance with Tyler's then current support call process. Should Tyler be unable to cure the defect or provide a replacement product, Client shall be entitled to a refund of the Application Software License Fee paid for the defective Tyler Software Product, as depreciated on a straight-line basis over a seven (7) year period commencing on the Effective Date.

3. **Intellectual Property Infringement Indemnification.** Tyler will defend and indemnify Client against any claim by an unaffiliated third party of this Agreement that a Tyler Software Product infringes that party's patent, copyright or other intellectual property right issued and existing as of the Effective Date or as of the distribution date of a release to the Tyler Software Product, and will pay the amount of any resulting adverse final judgment issued by a court of competent jurisdiction or of any settlement that Tyler pre-approves in writing, provided that Client promptly notifies Tyler in writing of any such claim, gives Tyler reasonable cooperation, information, and assistance in connection

with it, and consent to Tyler's sole control and authority with respect to the defense, settlement or compromise of the claim. Tyler will not be obligated under this section if the infringement results from: (i) Client's use of a previous version of a Tyler Software Product and the claim would have been avoided had you used the current version of the Tyler Software Product; (ii) Client's combining the Tyler Software Product with devices or products not provided by Tyler, (iii) use of a Tyler Software Product in applications, business environments or processes for which the Tyler Software Product was not designed or contemplated, and where use of the Tyler Software Product outside such application, environment or business process would not have given rise to the claim, (iv) corrections, modifications, alterations or enhancements that Client made to the Tyler Software Product; (v) use of the Tyler Software Product by any person or entity other than Client or Client's employees; or (vi) Client's willful infringement. In the event a Tyler Software Product is finally determined to be infringing and its use by Client is enjoined, Tyler shall, at its election (i) procure for Client the right to continue using the infringing Tyler Software Products; (ii) modify or replace the infringing Tyler Software Products so that it becomes non-infringing; or (iii) terminate Client's license for the infringing Tyler Software Product and refund to Client the Application Software License Fee paid for the infringing Tyler Software Product, as depreciated on a straight-line basis over a seven (7) year period commencing on the Effective Date. The foregoing states Tyler's entire liability and Client's sole and exclusive remedy with respect to the subject matter hereof.

4. **Expenses.** Expenses shall be billed in accordance with the then-current Tyler Business Travel Policy, based on Tyler's usual and customary practices. Copies of receipts shall be provided on an exception basis at no charge. Should all receipts for non per diem expenses be requested, an administrative fee shall be incurred. Receipts for mileage and miscellaneous items less than five dollars (\$5) are not available.
5. **Cancellation of Services.** In the event Client cancels services less than fifteen (15) business days in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the canceled services if Tyler is unable to re-assign its personnel. Training may be rescheduled upon written request of Client and prepayment of Training costs at the rates and upon the terms and conditions provided for in this Agreement.
6. **Work Responsibilities.** Client data necessary to utilize the Tyler Software Products (the "Client Data") shall be developed between the Effective Date and the first day of training. Tyler shall retain ownership of the Client Data. The parties shall have the additional responsibilities for developing and formatting the Client Data as set forth in the "Work Responsibilities" annexed hereto as Exhibit 2 and made a part of this Agreement.
7. **Additional Services.** Services requested by Client in excess of those set forth in the Investment Summary, including but not limited to district canvassing, if Client's downloads do not meet specifications or if fields of data are missing or need to be interpreted or processed, may be billable services, at Tyler's sole discretion, to be provided at Tyler's then-current rates. Tyler shall not perform additional services without Client's prior written approval.
8. **Operating Environment.** Client hereby acknowledges review of and compliance with operating environment specifications as listed on Tyler's website.
9. **Maintenance Services.** The Maintenance Agreement is effective when Tyler has made the Tyler Software Products available to Client for downloading and shall remain in force for a one (1) year term. Upon expiration of this Maintenance Agreement, Client may renew the Maintenance Agreement for subsequent one (1) year periods at the then-current Application Software Maintenance Fees.
 - 9.1. **Maintenance Services Terms, Conditions, Limitations and Exclusions.** For as long as a current Maintenance Agreement is in place, Tyler shall:
 - 9.1.1.1. In a professional, good and workmanlike manner, perform its obligations in accordance with Tyler's then current support call process in order to conform the Tyler Software Products to the applicable warranty under this Agreement. If Client modifies the Tyler Software Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on and warrant the Tyler Software Products shall be void. Tyler reserves the right to suspend maintenance services if Client fails to pay undisputed Application Software Maintenance Fees within sixty (60) calendar days of the due date. Tyler will reinstate maintenance services upon Client's payment of the overdue Application Software Maintenance Fees.
 - 9.1.1.2. Provide Client with all releases Tyler makes to the Tyler Software Products. Client acknowledges

and agrees that a new release of the Tyler Software Products is for implementation in the Tyler Software Products as they exist without Client customization or modification, and that Tyler reserves the right to cease supporting a prior release of the Tyler Software Products one (1) year after Tyler has made a new release of the Tyler Software Products available to Client for downloading.

9.1.2. Application Software Maintenance Fees do not include installation or implementation of the Tyler Software Products, onsite support (unless Tyler cannot remotely correct a defect in a Tyler Software Product), application design, other consulting services, support of an operating system or hardware, and support outside Tyler's normal business hours.

9.2. **Client Responsibilities.** Client shall provide, at no charge to Tyler, full and free access to the Tyler Software Products and the servers and workstation that run them; including but not limited to: remote access, working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide maintenance services set forth herein.

10. **Taxes.** The fees set forth in the Investment Summary do not include any taxes, including, without limitation, sales, use or excise tax. All applicable taxes shall be paid by Tyler to the proper authorities and shall be reimbursed by Client to Tyler. In the event Client possesses a valid direct-pay permit, Client will forward such permit to Tyler on the Effective Date. In such event, Client shall be responsible for remitting all applicable taxes to the proper authorities. If tax-exempt, Client shall provide Tyler with Client's tax-exempt certificate.

11. **Force Majeure.** Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by force majeure. Either party shall have the right to terminate this Agreement if Force Majeure suspends performance of scheduled tasks by one or more parties for a period of one hundred-twenty (120) or more days from the scheduled date of the task. This paragraph shall not relieve Client of its responsibility to pay for services and goods provided to Client and expenses incurred on behalf of Client prior to the effective date of termination.

12. **Indemnification.** Subject to the limitation of liability set forth herein, Tyler shall indemnify and hold harmless Client and its agents, officials and employees from and against any and all claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) arising from Tyler's negligence or willful misconduct. Tyler shall not be liable to the degree or extent of damages, loss, or expense determined to be the fault of the Client.

13. **Limitation of Liability.** In no event shall Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the use of the Tyler Software Products, Services, or Third Party Products. Tyler's liability for damages and expenses arising from the Tyler Software Products or Services, whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to the fees set forth in the Investment Summary related to the defective product or service. Tyler's liability for damages and expenses arising from the Third Party Products, whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to the License Fee/Purchase Price of the Third Party Products. Such fees reflect and are set in reliance upon this limitation of liability.

14. **Disclaimer.** THE RIGHTS, REMEDIES, AND WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER RIGHTS, REMEDIES, AND WARRANTIES EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND SYSTEM INTEGRATION, WHICH ARE HEREBY DISCLAIMED BY TYLER.

15. **Termination.**

15.1. **Termination for Cause.** In the event of Tyler's failure to perform under this Agreement, Client shall immediately notify Tyler in writing of such failure and allow Tyler a thirty (30) day period in which to cure such failure. If, at the end of the cure period, Tyler has not cured such failure, Client will have the right to terminate this Agreement. Upon such termination, Client shall pay Tyler for all products, services, and expenses not in dispute which were delivered or incurred prior to the date Tyler received Client's notice of termination. Payment for products, services, and expenses in dispute will be determined through non-binding arbitration.

15.2. **Termination for Non-appropriation.** If Client should not appropriate or otherwise make available funds sufficient

to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, Client may unilaterally terminate this Agreement only upon thirty (30) days written notice to Tyler. Upon termination, Client shall remit payment for all products and services delivered to Client and all expenses incurred by Tyler prior to Tyler's receipt of the termination notice.

16. **No Assignment.** Client may not assign its rights and responsibilities under this Agreement without Tyler's prior written permission, not to be unreasonably withheld.
17. **Confidentiality.** Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein shall survive the termination or cancellation of this Agreement for a period of two (2) years. In the event of Freedom of Information Act or similar public record requests, confidential information shall be disclosed only to the extent disclosure is based on the good faith written opinion of the receiving party's legal counsel that disclosure is required by law: provided, however, that that receiving party shall give prompt notice of the service of process or other documentation that underlies such requirement and use its best efforts to assist the disclosing party if the disclosing party wishes to obtain a protective order or otherwise protect the confidentiality of such confidential information. The disclosing party reserves the right to obtain protective order or otherwise protect the confidentiality of its confidential information.
18. **Shipping.** Delivery shall be F.O.B. shipping point.
19. **Trademark Usage.** When utilizing Versatrans e-Link®, in a prominent position on each view or page of Client's website displaying data derived from the Tyler Software Products, Client shall (a) provide a "link" or "click through" icon which will send the user to Tyler's web site; and (b) display the name and logo of Tyler together with the following language: "Provided by Versatrans e-Link®". Client shall use such trademarks and notices ("Marks") in strict conformance with Tyler's trademark guidelines as they may be revised from time to time. Client has no right to sublicense, transfer or assign the use of the Marks or use the Marks for any purpose other than the purposes described herein.
20. **Third Party Products.** Except as explicitly stated otherwise in this Agreement or an applicable End User License Agreement attached to this Agreement, the following terms shall apply to third party products acquired pursuant to this Agreement.
 - 20.1. Agreement to License or Sell Third Party Products. For the price set forth in the Investment Summary, Tyler agrees to license or sell and deliver to Client, and Client agrees to accept from Tyler the System Software and Hardware set forth in the Investment Summary (collectively, the "Third Party Products").
 - 20.2. License of System Software.
 - 20.2.1. Upon Client's payment in full of the applicable 3rd party fees, Tyler shall grant to Client and Client shall accept from Tyler a non-exclusive, nontransferable, non-assignable license to use the System Software and related documentation for Client's internal business purposes, subject to the terms and conditions set forth herein.
 - 20.2.2. The developer of the System Software (each a "Developer", collectively "Developers") shall retain ownership of the System Software.
 - 20.2.3. The right to transfer the System Software to a replacement hardware system is governed by the Developer. The cost for new media or any required technical assistance to accommodate the transfer would be billable charges to Client. Client shall provide advance written notice to Tyler of any such transfer.
 - 20.2.4. Client acknowledges and agrees that the System Software and related documentation are proprietary to the Developer and have been developed as trade secrets at the Developer's expense. Client shall use best efforts to keep the System Software and related documentation confidential and to prevent any misuse, unauthorized use, or unauthorized disclosure of the System Software and related documentation by any party.
 - 20.2.5. Client shall not perform decompilation, disassembly, translation or other reverse engineering on the System Software.
 - 20.2.6. Client may make copies of the System Software for archive purposes only. Client shall repeat any and all proprietary notices on any copy of the System Software. Client may make copies of the documentation

accompanying the System Software for internal use only.

- 20.3. Delivery. Unless otherwise indicated in the Investment Summary, the prices for Third Party Products include costs for shipment while in transit from the Developer or supplier to Client.
- 20.4. Installation and Acceptance. Unless otherwise noted in the Investment Summary, the Tyler Software Product installation fee includes installation of the Third Party Products, provided, however, that additional charges for installation may be required in the event vehicles are not available for installation services when the installation personnel arrive at the client location. Tyler will notify the client in advance of such charges. Upon completion of installation, Client will obtain from Tyler a certification of completion, or similar document, which will constitute Client's acceptance of the Third Party Products. Such acceptance will be final and conclusive except for latent defect, fraud, and a gross mistake as amount to fraud.
- 20.5. Site Requirements. Client shall provide a suitable environment, location and space for the installation and operation of the Third Party Products; sufficient and adequate electrical circuits for the Third Party Products; and installation of all required cables.
- 20.6. Warranties.
- 20.6.1. Tyler is authorized by each Developer to grant licenses or sublicenses to the System Software.
 - 20.6.2. Tyler warrants that each System Software product will be new and unused, and if Client fully and faithfully performs each and every obligation required of it under this Third Party Product Agreement, Client's title or license to each System Software product will be free and clear of all liens and encumbrances arising through Tyler.
 - 20.6.3. Client acknowledges and agrees that Tyler is not the manufacturer of the Third Party Products. As such, Tyler does not warrant or guarantee the condition or operating characteristics of the Third Party Products. Tyler hereby grants and passes through to Client any warranty adjustments that Tyler may receive from the Developer or supplier of the Third Party Products.
- 20.7. Maintenance.
- 20.7.1. In the event Client elects not to purchase through Tyler maintenance services on the System Software, it will be the responsibility of Client to repair and maintain the System Software and purchase enhancements as necessary after acceptance.
 - 20.7.2. In the event Client elects to purchase through Tyler maintenance services on the System Software, Tyler will facilitate resolution of a defect in a System Software product with the Developer.
 - 20.7.3. In the event the Developer charges a fee for future System Software release(s), Client will be required to pay such fee.
- 20.8. Expenses. Unless otherwise noted in the Investment Summary, expenses associated with 3rd Party Services shall be invoiced in accord with the then-current Tyler Business Travel Policy, based on Tyler's usual and customary practices. Copies of receipts shall be provided on an exception basis at no charge. Should all receipts for non per diem expenses be requested, an administrative fee shall be incurred. Receipts for mileage and miscellaneous items less than five dollars (\$5) are not available.

21. **Payment Terms.**

- 21.1. Tyler will invoice Client \$10,043 when Tyler first makes the Tyler Software Products available to Client for downloading, which equals:
- 21.1.1. 100% of the Application Software License Fees (\$6,518)
 - 21.1.2. 100% of the first annual Application Software Support and Maintenance Fees of \$3,525 for the Tyler Software Products which cover the twelve (12) month period commencing when Tyler first made the Tyler Software Products available to Client for downloading
- 21.2. Tyler will invoice Client the fee of \$3,591 for Implementation services as follows:
- 21.2.1. 40% (\$1,436.40) when Tyler makes the digital map available for initial review; and
 - 21.2.2. 60% (\$2,154.60) when Tyler makes the final digital map available
- 21.3. Tyler will invoice Client fees for Training/Data Preparation services if and as provided.
- 21.4. Tyler will invoice Client fees for Onscreen/Checkmate Installation and System Orientation 60 days after Tyler first makes the Tyler Software Products available to Client for downloading. Client shall schedule Installation and System Orientation within twelve (12) months of Tyler first making the Tyler Software Products available to Client for downloading.
- 21.5. Tyler will invoice Client travel expenses as incurred (prices do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy).
- 21.6. Subsequent annual Support and Maintenance Fees will be due on the anniversary of the date when Tyler first made the Tyler Software Products available to Client for downloading.

21.7. Fees for Hardware and other Services shall be due and payable as follows:

21.7.1. Hardware with CDMA communication:

21.7.1.1. Tyler will invoice Client fees for Hardware and other Services when hardware is manufactured.

21.7.1.2. Subsequent annual Support and Maintenance Fees for hardware will be due on the anniversary of the date manufactured.

21.7.2. Hardware with GSM, Wi-Fi or RF communication:

21.7.2.1. Tyler will invoice Client fees for Hardware and other Services when hardware is installed at Client location.

21.7.2.2. If Client is Self installing Hardware, Tyler will invoice Client upon hardware shipment. Tyler will invoice Client for annual Support and Maintenance Fees on the date of installation or 30 days after Client receives hardware, whichever comes first.

21.7.2.3. Subsequent annual Support and Maintenance Fees for hardware will be due on the anniversary of the first annual Support and Maintenance Fees invoice.

21.8. Payment is due within thirty (30) days of the invoice date.

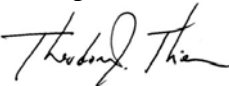
22. **Entire Agreement.** This Agreement represents the entire agreement of Client and Tyler with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Client hereby acknowledges that in entering into this Agreement it did not rely on any information not explicitly set forth in this Agreement.

23. **Multiple Originals and Signatures.** This Agreement may be executed in multiple originals, any of which shall be independently treated as an original document. Any electronic, faxed, scanned, photocopied or similarly reproduced signature on this Agreement or any amendment hereto shall be deemed an original signature and shall be fully enforceable as if an original signature.

IN WITNESS WHEREOF, persons having been duly authorized and empowered enter into this Agreement.

Tyler Technologies, Inc.

Norton City School District

By: 

By: _____

Name: Theodore J. Thien

Name: _____

Title: Vice President of Sales & Marketing

Title: _____

Date: July 13, 2012

Date: _____

Exhibit 1:

Investment Summary

prices are valid until October 11, 2012

Client: Norton City School District

1. Software	Quantity	Price	Extended Price	Discount	This Year Total	Future Year Renewal
Versatrans RP Standard Edition for up to 3000 Students	1	\$6,900	\$6,900	\$2,760	\$4,140	\$0
Versatrans Triptracker for up to 3000 Students	1	\$3,000	\$3,000	\$1,950	\$1,050	\$0
Versatrans Fleetvision for up to 30 Vehicles	1	\$3,795	\$3,795	\$2,467	\$1,328	\$0
Reportwriter	1	\$0	\$0		\$0	\$0
Subtotal: Application Software License Fees			\$13,695	\$7,177	\$6,518	

2. Maintenance	Quantity	Price	Extended Price	Discount	This Year Total	Future Year Renewal
Versatrans RP Standard Edition for up to 3000 Students	1	\$4,300	\$4,300	\$2,150	\$2,150	\$4,300
Versatrans Triptracker for up to 3000 Students	1	\$645	\$645	\$0	\$645	\$645
Versatrans Fleetvision for up to 30 Vehicles	1	\$730	\$730	\$0	\$730	\$730
Subtotal: Application Software Maintenance Fees			\$5,675	\$2,150	\$3,525	\$5,675

3. Services	Quantity	Price	Extended Price	Discount	This Year Total	Future Year Renewal
Versatrans RP Standard Edition Implementation	1	\$3,591	\$3,591	\$0	\$3,591	
Summitt County Map (Source: NavTEQ)	1	\$0	\$0	\$0	\$0	
Additional Maps: (none are included with this quote)	0	\$2,000			not inc.	
Versatrans RP Training - Online (4)	2	\$1,175	\$2,350	\$0	\$2,350	
Versatrans RP Training - Onsite (1), (4)	3	\$1,175	\$3,525	\$0	\$3,525	
Versatrans Triptracker Training - Online (4)	1	\$1,175	\$1,175	\$0	\$1,175	
Versatrans Fleetvision Training - Online (4)	1	\$1,175	\$1,175	\$0	\$1,175	
Subtotal: Application Services					\$11,816	

4. Hardware and other Services	Quantity	Price	Extended Price	Discount	This Year Total	Future Year Renewal
Subtotal: Hardware and other Services					\$0	\$0

Total One-Time Fees: \$21,859
Total Recurring Fees **: \$5,675

** Subject to annual increase

Signature

¹ Travel expenses for trainer to visit the user's site are not included and will be billed at actual costs

⁴ Training Classes are limited to 5 persons

Exhibit 2

Work Responsibilities

1. **Mapping**

Tyler will (a) provide Client with a digitized map covering the area of the district, and essential roadways outside of the district commonly traveled for in-district students, and (b) assist Client in setting up links for time and distance to out-of-district schools.

2. **Routing Network Data**

Tyler will enter routing network data supplied by Client, including bus stops, right-hand side stops, roads to be traveled, one-way streets, and road travel speeds, into a computer file.

3. **House Numbering Data**

Tyler will enter house numbering data (including numbers at intersections) provided by Client in written or electronic format. Tyler will not perform a district canvass for house numbers, unless expressly contracted by Client in accordance with Section 7 of this Agreement.

4. **Client Boundary Data**

Tyler will enter such boundaries, including school boundaries, walk and hazard area boundaries, to represent the current operation and policy of Client's district as provided by Client.

5. **Walk-to-Stop Information**

Tyler will (a) enter walk-to-stop data for program/grade combinations, (b) encode bus stops for the grades/programs which may be picked up at that stop, and (c) enter hazard codes into the electronic base map to indicate streets along which students of various grade levels may not walk to reflect current Client policy and information as provided by Client.

6. **Student File Preparation**

Tyler will provide Client with an ASCII file layout describing the district data file and will convert Client's ASCII files into the proper format (the "Student Data").

If included in the Investment Summary, Tyler will pass the Student Data through the location process. To the extent feasible as determined in Tyler's sole discretion, Tyler will correct Student Data not matching street/number ranges in the digital map. To the extent such corrections are not feasible, Tyler will furnish Client with a list of students with non-locatable addresses for Client to correct.

7. **Information Required**

Client will timely supply accurate information, in a format specified by Tyler, required to provide a system which reflects district policies and practices. This will include, but is not limited to, the following:

- a. the best available maps (to scale) of the district (the "Base Map Source") with an indication of the district's boundary.
- b. subdivision plat maps (to scale) for areas not on the Base Map Source.
- c. the best house numbering data available.
- d. an ASCII file or hand-entry of Student Data (sufficient for Tyler requirements).
- e. school names and locations.
- f. the grades at each school, walk-to-stop maximum distances by grade, and arrival and departure times.

- g. the location of one-way streets in the district.
- h. current (or desired) bus stop locations and bus stop classifications.
- i. streets that students may not cross or walk along to reach their bus stop.
- j. mileage limits or described locations of the enrollment and walk boundaries for each school having such boundaries.
- k. any and all other data and information related to students, bus routing, maps and Client's policies and procedures related to this Agreement that may be necessary to compile accurate district data or may be requested by Tyler.

8. Editorial Responsibilities

Tyler may periodically send district data to Client for review. The timely and accurate review of this data is critical. Client will cause its employees or agents to perform the editing functions timely, accurately and to the best of their ability, and will indicate in writing when corrections are final. The information and data approved following the periodic review stages are the sole responsibility of Client. Alterations later requested or necessary which could have been made as part of this editing process are available in accordance with Section 7 of this Agreement. Tyler shall not be responsible for any failure to meet a written production schedule to the extent such failure is due, in whole or in part, to Client's failure to perform its work responsibilities timely and accurately.

9. Training

- a. Tyler will provide training in the use of the Tyler Software Products for the number of days specified in the Investment Summary using its standard training course (the "Training"). Up to five (5) Client employees may attend the Training. Data Preparation Training may be held on-line, or at Client's place of business, on weekdays, unless the parties agree to another location and time. Routing Training will be held at Client's place of business, on weekdays, unless the parties agree to another location and time. Weekend Training is available at premium rates and based on trainer availability. It is understood that the effectiveness of Training depends upon continuous attendance by all trainees, minimum interruptions, and the availability of one or more Client computers fully equipped to run the Tyler Software Products. Provided that all of Tyler's tasks are complete, failure to schedule Routing Training within four (4) months of the last day of Data Preparation Training will require that additional Training be purchased as a refresher course.
- b. Training does not include installation services such as disk formatting, installing operating systems, installing hardware, installing non-Tyler software, equipment repairs or adjustment, or training in the use of DOS, Windows, local area networks, peer-to-peer networks, or communications software. Such services must be performed internally or obtained from third parties.
- c. In conjunction with the initial purchase of Versatrans Routing and Planning, Tyler will provide up to six (6) hours of transition Training to assist Client during the implementation process of Versatrans Routing and Planning. Transition Training will consist of telephone and/or on-line Training. On-line Training sessions allow the Tyler trainer to connect to the user's computer and instruct him/her in certain operations and/or answer questions relating to software concepts and operations. Upon Client's request, on-line transition Training sessions will be scheduled at mutually agreeable times and will be used between the initial and Routing Training or within thirty (30) days of the Routing Training session.
- d. All Training dates must be approved by Client in writing.

Exhibit 3

Third Party Terms and Conditions

NAVTEQ End-User Terms

The data ("Data") is provided for your personal, internal use only and not for resale. It is protected by copyright, and is subject to the following terms and conditions which are agreed to by you, on the one hand, and Tyler Technologies, Inc. (LICENSEE) and its licensors (including their licensors and suppliers) on the other hand.

©2002 Navigation Technologies Corporation. All rights reserved.

The Data for areas of Canada includes information taken with permission from Canadian authorities, including: © Her Majesty the Queen in Right of Canada, © Queen's Printer for Ontario.

Terms and Conditions

Personal Use Only: You agree to use this Data together with Versatrans Solutions Routing & Planning software for the solely personal, non commercial purposes for which you were licensed, and not for service bureau, time-sharing or other similar purposes. Accordingly, but subject to the restrictions set forth in the following paragraphs, you may copy this Data only as necessary for your personal use to (i) view it, and (ii) save it, provided that you do not remove any copyright notices that appear and do not modify the Data in any way. You agree not to otherwise reproduce copy, modify, decompile, disassemble or reverse engineer any portion of this Data, and may not transfer or distribute it in any form, for any purpose except to the extent permitted by mandatory laws.

Restrictions. Except where you have been specifically licensed to do so by LICENSEE, and without limiting the preceding paragraph, you may not (a) use this Data with any products, systems, or applications installed or otherwise connected to or in communication with vehicles, capable of vehicle navigation positioning, dispatch, real time route guidance, fleet management or similar applications; or (b) with or in communication with any positioning devices or any mobile or wireless-connected electronic or computer devices, including without limitation cellular phones, palmtop and handheld computers, pagers, and personal digital assistants or PDAs.

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Entire Agreement: These terms and conditions constitute the entire agreement between LICENSEE (and its licensors, including their licensors and suppliers)

DataMap Intelligence Agreement

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Exhibit 4

GEOTAB END USER SOFTWARE LICENSE AGREEMENT

REDISTRIBUTION NOT PERMITTED

IMPORTANT -- READ CAREFULLY BEFORE USING THIS SOFTWARE:

This License Agreement is a legal agreement between you (either an individual or an entity) and GEOTAB and its suppliers and licensors (collectively "**GEOTAB**") for the GEOTAB software ("**Software**") which does require payment of any license fee. The Software is copyrighted and Geotab claims all exclusive rights to such Software except as licensed to users hereunder and subject to strict compliance with the terms and conditions of this freeware end user license agreement. The Software may include any of the following including any combination of such products and Beta versions designed for use with GEOTAB products including GEOTAB's Checkmate™ fleet management software and GEOTAB's GPS2go™ software but excluding Third Party Software. The term "**Software**" includes any and all elements of the Software including executable files, data files, maps and images used in the Software and screen displays generated by the Software. You are not receiving any ownership right or proprietary right, title or interest in or to the Software or the copyright, trademarks, or other rights related thereto as the Software is licensed not sold under this Agreement. For the purposes of this section, "**use**" means loading the Software into RAM and/or onto a computer hard drive as well as installation of the Software on a hard disc or other storage device. You may install only ONE copy of the Software. By installing, copying or otherwise using the Software, you agree to be bound by the terms of this License Agreement.

IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE AGREEMENT, DO NOT USE THE SOFTWARE, INSTALL THE SOFTWARE OR PLACE A COPY OF THE SOFTWARE ONTO YOUR COMPUTER HARD DRIVE, COMPUTER RAM OR OTHER STORAGE.

YOU AGREE THAT YOUR USE OF THE SOFTWARE ACKNOWLEDGES THAT YOU HAVE READ THIS LICENSE AGREEMENT ("**LICENSE**"), UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

ANY THIRD PARTY SOFTWARE, INCLUDING ANY THIRD PARTY'S PLUG-IN, THAT MAY BE PROVIDED WITH THE SOFTWARE IS INCLUDED FOR USE AT YOUR OPTION AND SOLE RISK. IF YOU CHOOSE TO USE SUCH THIRD PARTY SOFTWARE, THEN SUCH USE SHALL BE GOVERNED BY SUCH THIRD PARTY'S LICENSE AGREEMENT, AN ELECTRONIC COPY OF WHICH WILL BE INSTALLED IN THE APPROPRIATE GEOTAB PRODUCT FOLDER ON YOUR COMPUTER UPON INSTALLATION OF THE SOFTWARE. GEOTAB IS NOT RESPONSIBLE FOR ANY THIRD PARTY'S SOFTWARE AND SHALL HAVE NO LIABILITY FOR YOUR USE OF THIRD PARTY SOFTWARE.

AFTER INSTALLATION YOU MUST REGISTER AS A REGISTERED USER. THE INFORMATION YOU PROVIDE WILL BE SECURELY STORED BY GEOTAB AND WILL BE PROTECTED FROM DISCLOSURE TO OTHERS WITHOUT YOUR CONSENT, EXCEPT AS PERMITTED BY LAW AND/OR TO ENFORCE PERFORMANCE OF THIS AGREEMENT. FAILURE TO REGISTER OR A REGISTERED USER USING THE SOFTWARE IN ASSOCIATION WITH GEOTAB PRODUCTS WITH OUTSTANDING AMOUNTS OWING THAT HAVE NOT BEEN TIMELY PAID) WILL CAUSE THE SOFTWARE TO SWITCH TO "DEMO MODE". TO CONTINUE TO HAVE ACCESS TO YOUR DATA, YOU MUST RE-REGISTER THROUGH THE INTERNET OR BY CALLING THE GEOTAB SUPPORT LINE.

1. **DEFINITIONS.** Unless the context requires otherwise, the defined terms in this Agreement shall have the meanings set out below or in the sections of the Agreement in which they first appear (and where the context so admits the singular shall include the plural and vice versa):

"Third Party Software" means software applications proprietary to a third party including the mapping software

"Wireless Service" means wide-area wireless network services and any other network services (including wireless local area network, satellite services and Internet services) required for your GEOTAB products.

“Wireless Service Provider” means the service provider of Wireless Services that support your Geotab products

“Wireless Service Carrier” means the underlying wireless carrier to the Wireless Service Provider

“Territory” Canada and the United States

2. GRANT OF LICENSE. GEOTAB hereby grants to you a non-exclusive, non-transferable license to use the Software and any related documentation (“Documentation”) subject to the following terms:
 - a) You may:
 - (i) install and use the Software on any single computer; and
 - (ii) copy the Software for back-up and archival purposes, provided any copy must contain all of the original Software's proprietary notices.
3. LICENSE RESTRICTIONS.
 - a) You may not:
 - (i) permit other individuals to use the Software except under the terms listed above;
 - (ii) modify, translate, reverse engineer, decompile, disassemble (except to the extent that this restriction is expressly prohibited by law) or create derivative works based upon the Software or Documentation as the license is restricted to the machine-readable object code portion of the Software;
 - (iii) copy the Software or Documentation (except for back-up or archival purposes);
 - (iv) sell, rent, lease, bargain, convey, pledge, transfer, or otherwise transfer rights to the Software or Documentation to a third party;
 - (v) remove any proprietary notices or labels on the Software or Documentation; or
 - (vi) distribute the Software by any means, including, but not limited to, Internet or other electronic distribution, direct mail, retail mail or other means to a third party
 - (vii) transmit harassing, abusive, obscene, salacious, libelous, illegal or deceptive messages, content or information
 - (viii) attempt or assist another to access, alter or interfere with the communications of and/or information about another person
 - (ix) tamper with or make an unauthorized connection to a Wireless Service Carrier network or the network of a Wireless Service Provider;
 - (x) use wireless services in such a manner so as to interfere unreasonably with the use of the Wireless Service Provider’s services by one or more other customers or users of the wireless services or to interfere unreasonably with the Wireless Service Provider’s ability to provide the wireless services
 - (xi) make any unauthorized use of the Wireless Services including through the modification of an authentication method associated with any GEOTAB products;
 - (xii) installing any amplifiers, enhancers, repeaters or other devices that modify the frequencies used to provide the Wireless Services
 - (xiii) use the Wireless Services without permission on a stolen or lost device

Any such forbidden use shall immediately terminate your license to the Software and the restriction and or cancellation of the Wireless Services.
 - b) You agree that you shall only use the Software and Documentation in a manner that complies with all applicable laws in the jurisdictions in which you use the Software and Documentation, including, but not limited to, applicable restrictions concerning copyright and other intellectual property rights.
 - c) You may not use the Software directly, or in conjunction with, any device, program or service designed in an attempt to circumvent technological measures employed to control access to, or the rights in, a content file or other work protected by the copyright laws of any jurisdiction.
 - d) You acknowledge that this license agreement is assignable by GEOTAB.
 - e) You acknowledge and agree that you have no proprietary rights in and to the Software and that Geotab retains all copyrights and other proprietary rights in and to the software.

- f) Where you are using the Software with one of the Geotab Products or other product that require Wireless Services, pursuant to agreements with the Wireless Service Providers:
- (i) A SIM provided by a Wireless Service Provider must only be inserted into equipment approved by the Wireless Service Provider.
 - (ii) You have no contractual relationship with the Wireless Service Carrier and you are not third party beneficiaries of any agreement between Geotab and the Wireless Service Carrier. You understand and agree that the Wireless Service Carrier shall have no legal, equitable or other liability of any kind to customer.
 - (iii) Subject to FCC Number portability rules, you have no property right in any Number assigned to you by Wireless Service Provider or Geotab and you understand that any such Number can be changed from time to time
 - (iv) You acknowledge that Wireless Service may be temporarily refused, interrupted, curtailed or limited because of atmospheric, terrain, other natural or artificial conditions and may be temporarily interrupted or curtailed due to usage concentrations, modifications, upgrades, relocation and repairs of transmission Facilities. You agree that the Wireless Service Carrier and Wireless Service Provider shall not be responsible for such interruptions of service or the inability to use the service outside the Territory. You understand that the Wireless Service Carrier and/or Wireless Service Provider cannot guarantee the security of wireless transmissions and will not be liable for any lack of security relating to the use of the service.
 - (v) You expressly understand and agree that the liability and obligations of the Wireless Service Provider and/or Geotab to you are strictly controlled and limited by the Wireless Service Carrier's tariff, if any, and the laws, rules and regulations of the Federal Communications Commission and other governmental authorities which from time to time have jurisdiction. In any event, regardless of the form of action, whether for breach of contract, warranty, negligence, strict liability in tort or otherwise, your 's exclusive remedy and the total liability of Geotab and/or any supplier of services to you arising in any way in connection with the Wireless Services, for any cause whatsoever, including but not limited to any failure or disruption of service provided, shall be limited to payment by Geotab of damages in an amount equal to the amount charged to end user for Wireless Service. In no event shall Geotab, the Wireless Service Provider and/or the Wireless Service Carrier be liable for any cost, delay, failure or disruption of Wireless Service, lost profits, or incidental, special, punitive or consequential damages
 - (vi) In no event shall Geotab, Wireless Service Provider and/or the Wireless Service Carrier be liable for the failure or incompatibility of equipment utilized by end user in connection with the Wireless Service. You shall use equipment at your own risk.
 - (vii) You shall indemnify, defend and hold GEOTAB, the Wireless Service Provider, the Wireless Service Carrier and the officers, employees and agents of each of them harmless from and against all claims, causes of action, losses, expenses, liability or damages (including reasonable attorneys' fees and costs), and including without limitation for any personal injury or death, arising in any way directly or indirectly in connection with provision, use of, failure to use or inability to use any product, device, service or software provided by GEOTAB, the Wireless Service Provider or the Wireless Service Carrier, including without limitation the Wireless Service and the Number. This provision shall survive the termination of this license agreement.
 - (ix) Your Wireless Service may be temporarily suspended or permanently terminated upon little or no notice in the event that Geotab's agreement with the Wireless Service Provider or the Wireless Service Provider's agreement with the Wireless Service Carrier is terminated. You waive any and all claims against the Wireless Service Carrier for such suspension or termination.
 - (x) You agree to make good faith efforts to minimize abuse or fraudulent use as set out in subparagraphs 2(vii) to (xii) above, to promptly report to the Wireless Service Provider and Geotab any such abuse or fraudulent use of which you becomes aware, and to fully cooperate in any investigation or prosecution initiated by the Wireless Service Provider and/or Wireless Service Carrier or Geotab. You acknowledges that Wireless Service to a Geotab product or you may be restricted or cancelled if there is in the Wireless Service Provider's sole discretion a

reasonable suspicion of abuse or fraudulent use. Wireless Service Providers shall use commercially reasonable efforts to provide prompt notice of the restriction or termination to you. You further acknowledge that a Wireless Service Carrier may temporarily block automatic roaming in a particular portion of the Territory experiencing fraudulent usage. You shall have sole liability for charges, costs or damages resulting from any abuse or fraud facilitated by you, your employees, agents or persons you authorize to use the Wireless Services.

- (xi) You acknowledge and agree that data may be held by Geotab in our gateway servers or third party servers approved by Geotab before it is forwarded to your database and Geotab is not responsible for any loss of data, security breaches howsoever caused or downtime.

- g) By submitting personal information (which may or may not, depending on applicable law, include, without limitation, a name, email address, telephone number, to GEOTAB, you consent to the collection, use, processing, transmission, and/or disclosure of such information by GEOTAB and/or its affiliated companies for: (a) the internal use of GEOTAB and its affiliated companies, including, without limitation: (i) understanding and meeting the needs of its customers and preferences, (ii) developing new and enhancing existing services and product offerings, and (iii) managing and developing GEOTAB's business and operations; (b) providing you with upgrades or updates of the Software, notice of upgrades or updates, Third Party Software, Third Party Content or Third Party Services and/or related products and/or services; (d) any purposes permitted or required by any applicable law; and/or (e) any of the other purposes which are set out in GEOTAB's then current privacy policy, which may be viewed at <http://www.geotab.com/PrivacyStatement/tabid/141/Default.aspx>. The collection, use, processing, transmission, and/or disclosure of Dealer and its customers personal information for the purposes noted above are in strict accordance with GEOTAB's privacy policy and applicable privacy laws. GEOTAB reserves the right to modify its privacy policy from time-to-time in its sole discretion you agree to regularly review GEOTAB's privacy policy for any updated information.

4. AUTOMATIC COMMUNICATIONS FEATURES.

- a) The Software may consist of interactive Internet applications which perform a variety of communications over the Internet as part of their normal operation. A number of communications features may be automatic and may be enabled by default. By installing and/or using the Software, you consent to the Software's communications features.

- b) The Software may automatically communicate with GEOTAB's servers on the Internet to check for updates to the Software, such as bug fixes, patches, enhanced functions, and new versions. GEOTAB will notify you when updates are available. If you decide to update, you agree that GEOTAB may upload updates and install them as part of your Software. All such updates to the Software are governed by this Agreement as modified from time to time by Geotab. GEOTAB is not responsible for a failure of any security measures used in association with the updates.

- (c) You must register the acquisition and installation of the Software with GEOTAB. Failure to register may cause the Software to perform functions to switch into Demo Mode. By installing and/or using the Software you consent to the Software's registration requirements.

- 5. As part of the capability of the Geotab Software, third party content and third party services may be provided, transmitted or otherwise made available to you. You may also have access to links (either by way of icons or bookmarks) to specific third party websites ("Linked Sites") and access to other websites ("Other Sites") or information that enable You: (a) to access third party content; or (b) to acquire Third Party Services. Geotab offers these features only with your clear understanding, acknowledgement and agreement that, notwithstanding that Geotab may provide links to websites and may make available Third Party Services and third party content to You, **THE THIRD PARTY SERVICES, LINKED SITES, OTHER SITES, AND THIRD PARTY CONTENT ARE NOT UNDER THE CONTROL OF GEOTAB, AND ARE IN NO WAY ENDORSED BY GEOTAB.** Geotab cannot guarantee access to any particular website using your Geotab Software. If You are unsure whether Geotab is the source of a website, content or service, please contact Geotab at

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6. Third Party Software may be provided in conjunction with the Software when originally shipped by Geotab or may subsequently be transmitted, distributed or otherwise made available to you from time-to-time. The use of the Third Party Software (including any updates or upgrades thereto) may be subject to separate or additional terms and conditions. These separate or additional terms and conditions, if any, will be made available in a text file accompanying the Software or, in the case of Third Party Software, may be made available when you use or install the Third Party Software for the first time. With respect to Third Party Software provided to you, Geotab is only able to provide such software with your understanding, acknowledgment and agreement that such software is: (a) provided as a convenience to you only; and (b) unless it is accompanied by a separate software license, is subject to the terms and conditions of this Agreement as though it were Software, except that it is provided by Geotab "AS IS" with no express or implied conditions, endorsements, guarantees, representations or warranties. If you wish to obtain Third Party Software on other terms, You should acquire this Third Party Software directly from its suppliers. If a separate license agreement or additional terms and conditions apply to any Third Party Software provided by Geotab, then the provisions of this Agreement related to Third Party Software will still apply and in no event shall such separate license agreements or additional terms and conditions between You and the supplier be binding on Geotab or impose any additional obligations, or obligations inconsistent with the terms of this Agreement, upon Geotab whatsoever.
7. Except as the Parties expressly agree in writing, Geotab has no responsibility for the selection, implementation, interoperability and performance of any and all third party hardware, software and services (including, without limitation, Internet connectivity and Wireless Services) used in association with the Geotab Software. You are responsible for ensuring that the hardware, software and services (including, without limitation, Internet connectivity and Wireless Services) with which you choose to operate the Geotab Software meets Geotab's minimum requirements, including, without limitation, the processing speed, memory, client software and the availability of dedicated Internet access and that your use is not in violation of any licenses, terms, conditions, laws, rules and/or regulations respecting the use of such hardware, software or services.
8. Title, ownership and all rights (including, without limitation all intellectual property rights) in and to the Software, Documentation and all data and content accessed through use of the Software shall remain in GEOTAB and/or its licensors (as the case may be). The Software is protected by copyright laws of various jurisdictions, including, without limitation, South Africa, Canada, and the United States as well as by international copyright treaties. GEOTAB and its licensors (as the case may be) reserve all rights not expressly granted to you under this End-User License Agreement.
9. **WARRANTIES AND LIABILITIES.**

DISCLAIMER OF WARRANTY & LIMIT OF LIABILITY. THE SOFTWARE AND DOCUMENTATION ARE PROVIDED FREE OF CHARGE AND THEREFORE ON AN "AS IS" AND UNSUPPORTED BASIS (UNLESS A SEPARATE SERVICE AGREEMENT IS ENTERED INTO WITH GEOTAB OR ONE OF ITS AUTHORIZED DEALERS) WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GEOTAB FURTHER DISCLAIMS ALL WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SOFTWARE AND DOCUMENTATION REMAINS WITH YOU. THE GPS (GLOBAL POSITIONING SYSTEM) AND THE GEOTAB SYSTEM MAY NOT BE COMPLETELY RELIABLE AND ACCURATE IN ALL CIRCUMSTANCES DUE TO THE NATURE OF THE TECHNOLOGY. DUE CARE SHOULD BE TAKEN WHEN USING THIS INFORMATION FOR WHATEVER PURPOSE. A copy of Geotab's current standard form warranty is attached to this agreement as a schedule.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL GEOTAB OR ITS SUPPLIERS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND DATA AND THE LIKE, OR OTHER PECUNIARY LOSS) WHETHER FORESEEABLE OR UNFORESEEABLE ARISING OUT OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SOFTWARE, OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES REGARDLESS OF THE BASIS OF THE CLAIM EVEN IF GEOTAB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. GEOTAB'S CUMULATIVE LIABILITY FOR DAMAGES FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION WILL BE LIMITED TO NO GREATER THAN \$500. NO ACTION MAY BE BROUGHT AGAINST GEOTAB LATER THAN ONE (1) YEAR FROM THE TERMINATION OF THIS AGREEMENT BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

10. **TERMINATION.** This License Agreement will automatically terminate if you fail to comply with any term hereof. No notice shall be required from GEOTAB to effect such termination. You may also terminate this License Agreement at any time by notifying GEOTAB in writing of termination. Upon any termination of this License Agreement, you shall immediately discontinue use of the Software and shall within three (3) days return to GEOTAB, or certify destruction of, all full or partial copies of the Software, documentation and related materials provided by GEOTAB.
11. **NO ASSIGNMENT.** This Agreement is personal to you, and may not be assigned without GEOTAB's express written consent.
12. **MISCELLANEOUS.**
 - a) If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable, and such decision shall not affect the enforceability of such provision under other circumstances, or of the remaining provisions hereof under all circumstances.
 - b) This Agreement shall be governed by the laws of the province of Ontario, Canada, without regard to conflicts of law provisions, and you hereby consent to the exclusive jurisdiction of the provincial courts of the Province of Ontario and the Federal Court of Canada. Any and all unresolved disputes relating in any way to, or arising out of, the Software, your use of the Software or this License Agreement may be submitted to arbitration in the Province of Ontario; except that, to the extent that you have breached or have indicated your intention to breach this License Agreement in any manner which violates or may violate GEOTAB's intellectual property rights, or may cause continuing or irreparable harm to GEOTAB (including, but not limited to, any breach that may impact GEOTAB's intellectual property rights, or a breach by reverse engineering), GEOTAB may seek injunctive relief, or any other appropriate relief, in any court of competent jurisdiction. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction.
 - d) This Agreement will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.
 - e) If you acquired the Software in Canada you acknowledge that the Software is being released or transferred to you in Canada for use only in Canada, if you acquired the Software in the United States you acknowledge that the Software is being released or transferred to you in the United States for use only in the United States and that any export thereof may be subject to certain export control laws. You further acknowledge that it is your exclusive obligation to ensure that any exports from Canada or the United States are in compliance with all applicable export control laws. You further agree that you do not intend to and will not directly or indirectly export or transmit any of the Software to any country to which such export or transmission is restricted by any applicable regulation or statute without the prior written consent, if required, of such governmental entity or agency as may have jurisdiction over such export or transmission.

Exhibit 5

GEOTAB EQUIPMENT WARRANTY

GEOTAB warrants that the GEOTAB Equipment will be free from defects in material and workmanship for a period of one (1) year from the date of purchase (the "Warranty Period"). GEOTAB agrees to repair or replace, free of charge, any GEOTAB Equipment which fail, through defect in material or workmanship, within the Warranty Period.

GEOTAB makes no representation nor provides any warranty with respect to third party software. Third party software not manufactured by GEOTAB is limited, in warranty and guarantee, to the warranty and/or guarantee of the supplier and expires upon the expiration of such warranty. GEOTAB will not be responsible for updating or fixing any errors or inconsistencies in the third party software.

Upon receipt of written notice of any alleged defect, GEOTAB will, at its sole discretion, repair or replace the same free of charge. GEOTAB Equipment repaired or replaced under the warranty set forth herein shall have the same warranty as new equipment, but without extension of the original Warranty Period. No warranty is made with respect to: (a) failure not reported to GEOTAB within the Warranty Period, (b) failures or damage due to misapplication, lack of proper maintenance, abuse, improper installation or abnormal conditions of temperature, moisture, dirt or corrosive matter, (c) failures due to operation, either intentional or otherwise in an improper manner or other than in accordance with the relevant documentation, or (d) any GEOTAB Product which has been altered or supplemented by anyone other than an authorized representative of GEOTAB. GEOTAB shall not be liable for any expenses incurred by a Customer in an attempt to correct any allegedly defective GEOTAB Product.

It is understood that GEOTAB has no special knowledge of the Customer's operation or requirements and Customer confirms and agrees that the GEOTAB Equipment are purchased because of the independent determination by the Customer of its suitability for intended use.

EXCEPT AS SPECIFICALLY SET OUT ABOVE, THE GEOTAB EQUIPMENT ARE PROVIDED AS IS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GEOTAB FURTHER DISCLAIMS ALL WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SOFTWARE AND GEOTAB EQUIPMENT REMAINS WITH CUSTOMER.

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