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FLEETEYES WEB APPLICATIONS AND SERVICES

TRANSACTIONS AGREEMENT

This Fleeteyes Web Applications and Services Transactions Agreement together with all Addenda attached hereto and incorporated herein ("Agreement"), is entered into by and between **County of Wise, Texas (d/b/a Wise County EMS) a Texas political sub-division, with principal offices located at 1101 West Rose Avenue, Decatur, TX 76234** ("Client") and **EMSystems, LLC, a Delaware Limited Liability Company,** with principal offices located at 6451 North Federal Highway, Suite 1000, Fort Lauderdale, Florida 33308, ("Intermedix"), effective as of this 1st day of October, 2014 ("Effective Date").

WHEREAS, Intermedix provides certain mapping and location services to clients;

WHEREAS, Client desires to integrate such services into its operations procedures and practices by direct access or via Client Applications;

WHEREAS, Intermedix agrees to provide such services to Client, subject to the terms and conditions of this Agreement;

NOW, THEREFORE, the parties agree as follows:

1. **Definitions**

In addition to the terms defined elsewhere in this Agreement, the following capitalized terms when used herein, shall have the following meanings:

1.1. "Client Applications" means collectively those Client applications and services that access Fleeteyes, which includes the Fleeteyes Website, the Fleeteyes Updater Windows Services, and the Fleeteyes Monitor native smartphone and tablet applications available in the Apple App Store, Google Play, and BlackBerry App World.

1.2. "End Users" mean persons who receive Fleeteyes Web Content and Client Applications for their own use and not for resale or retransmission.

1.3. "Equipment" means the equipment described in Addendum A (Equipment) hereto, if any.

1.4. "Fleeteyes" means the web applications and services that allow users to access embedded mapping and location services.

1.5. "Fleeteyes Web Content" means the content such as maps, driving directions, points-of-interest, and other location content derived from use of Fleeteyes.

2. **Fleeteyes**

2.1. General. Intermedix shall provide Fleeteyes to Client, subject to Client's compliance with the terms and conditions of this Agreement. Fleeteyes is provided to Client on a non-exclusive and non-transferable basis, with no rights to sub-license.

2.2. Equipment. If any equipment is listed on Addendum A, Intermedix shall provide the Equipment to Client during the term of this Agreement to enable the use of Fleeteyes.

2.3. Use of Services. Client may only initiate Fleeteyes data via the Client Applications. If Client desires to use Fleeteyes via other company applications (including new or materially updated versions of the Client Applications), the Parties shall negotiate an amendment to this Agreement to include such other Client applications. Such amendment may include additional fees to be paid by Client.

2.4. New Releases. During the term of this Agreement, Intermedix may add new releases and versions to Fleeteyes. Client will automatically be upgraded to the new release or version upon log-in.

2.5. Proprietary Notices. Client acknowledges and agrees that Fleeteyes Web Content may contain proprietary notices and logos of Intermedix and/or its suppliers, as determined by Intermedix. Such notices and logos protect the proprietary rights of Intermedix and its suppliers. Client shall not remove, modify (including adding to), minimize, obscure or block such notices or logos.

2.6. General Restrictions. Client shall not:

a. Use Fleeteyes in any manner that is illegal, infringing, defamatory, offensive, or violates the privacy rights of others.
b. Use Fleeteyes in any manner that threatens the integrity, performance, or availability of Fleeteyes.
c. Copy, store, archive, or create a database containing any Fleeteyes Web Content other than Client's own CAD data
d. Take any action that compromises Intermedix's intellectual property rights to Fleeteyes.
e. Track more than 8 assets at any one time from Fleeteyes.

2.7 Logos. Nothing herein is intended to grant Client any rights to the Intermedix logo or Intermedix's supplier's logos, marks, or other intellectual property except as expressly stated herein, and Client shall not use any logo or trademark of Intermedix or such suppliers in any manner or for any purpose without the prior written approval of Intermedix and/or such suppliers.

3. **Intellectual Property**

3.1. Intermedix. All title and intellectual property rights in and to Fleeteyes (including but not limited to the content, application programming interfaces, maps, directions, and any images, photographs, animations, video, audio, music, text, and "applets", if any) are owned or licensed by Intermedix. This Agreement grants Client no rights to any such

intellectual property other than the limited rights expressly granted herein. All rights not specifically granted under this Agreement are reserved by Intermedix and its suppliers.

3.2. Client. Client shall retain sole title and ownership to all data that it provides under this Agreement.

4. **Term and Termination**

4.1. Term. This Agreement shall become effective on the Effective Date and will continue in full force and effect for a one (1) year term. Thereafter, this Agreement will automatically renew for successive one (1) year terms unless at least thirty (30) days prior to the end of the term either party gives written notice to the other party of its intention not to renew.

4.2. Termination. This Agreement may be terminated or suspended immediately upon notice by either Party if the other Party: (i) is in material breach of the General Restrictions Section 2.5(a)-(d) of this Agreement or (ii) is in breach of any material terms of this Agreement and fails to cure such breach within thirty (30) calendar days after written notice thereof.

4.3. Rights Upon Termination. Upon termination or expiration of this Agreement: (i) all rights granted to Client hereunder shall automatically terminate and Client shall cease to use all intellectual property of Intermedix, (ii) Client shall pay any outstanding amounts owing to Intermedix within thirty (30) calendar days of receipt of the final invoice; and (iii) if, Intermedix is providing Equipment, Client shall pay Intermedix an early termination fee equal to the depreciated value of the Equipment as determined by Intermedix in its sole discretion, after payment of which such Equipment shall become the property of Client AS-IS, WHERE-IS. Unless Intermedix materially breaches the terms of this Agreement and Client terminates this Agreement, there shall be no refund of fees to Client upon termination of this Agreement.

4.4. Remedies. Client acknowledges that monetary damages may not be a sufficient remedy for breaches of this Agreement and that Intermedix shall be entitled, without waiving any other rights or remedies, to injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction in the event of a breach.

5. **Fees**.

5.1. Fees and Payment. Client shall pay Intermedix the fees set forth in Addendum B (Fees) for Fleeteyes and any support services and provided under this Agreement.

5.2. Payment Terms. Intermedix shall submit to Client, and Client shall pay monthly invoices for fees for the Services. Invoices will be mailed to:

Wise County Audtiors Office
PO Box 899
Decatur, TX 76234
With a Copy to:
Wise County EMS
ATTN: EMS Director
1101 West Rose Avenue
Decatur, TX 76234

Client shall pay the amount invoiced within thirty (30) days of receipt of such invoice. In the event Client disputes any part of the invoiced amounts, such dispute shall be raised in writing to Intermedix within such thirty (30) day period or the invoice shall conclusively be deemed to be accurate and correct. Intermedix shall respond to any such notice of dispute within thirty (30) days of receipt. Any overdue amounts which are not the subject of a good faith notice of dispute shall accrue interest at the rate of twelve percent (12%) per annum. It is the responsibility of the Client to inform Intermedix of changes to payment information, such as new credit card numbers, new expiration dates, etc. This information should be provided by calling Intermedix at 954-308-8700.

6. **Confidentiality**

6.1. Confidential Information. Each party (the "Discloser") may disclose to the other party (the "Recipient') certain non-public information relating to the Discloser's business, including technical, marketing, financial, personnel, planning, medical records and other information that is marked confidential or which the Recipient should reasonably know to be confidential given the nature of the information and the circumstance of disclosure ("Confidential Information"). Confidential Information of each party shall also include the terms of this Agreement, but not the existence and general nature of this Agreement. Confidential Information will not include any information: (i) lawfully obtained or created by the Recipient independently of, and without use of, Discloser's Confidential Information and without breach of any obligation of confidence or violation of HIPAA or the HITECH Act; or (ii) that is in or enters the public domain without breach of any obligation of confidence. Client shall be responsible for any breach by any of its Users, employees or agents of any of the confidentiality obligations set forth herein.

6.2. Use and Disclosure. Except as expressly permitted by this Agreement or the BA Agreement (as applicable) and subject to applicable law, the Recipient will:

(a) not disclose Discloser's Confidential Information except: (i) to the employees or contractors of the Recipient that need to know that Confidential Information for the purpose of performing the Recipient's obligations under this Agreement, and who are bound by confidentiality terms with respect to that Confidential Information no less restrictive than those contained in this Section; or (ii) to the extent required by law, provided that the Recipient will promptly notify the Discloser of such requirement;

(b) use the Discloser's Confidential Information only for the purpose of performing Recipient's obligations under this Agreement;
(c) use all reasonable care in handling and securing the Discloser's Confidential Information, and employ all reasonable data security measures that the Recipient ordinarily uses with respect to its own proprietary information of similar nature and importance; and

6.3 Right to Injunctive Relief. The parties expressly acknowledge and agree that the breach, or threatened breach, by a party of any provision of this Article may cause the other party to be irreparably harmed and that the harmed party may not have an adequate remedy at law. Therefore, the parties agree that upon such breach, or threatened breach, the harmed party will be entitled to seek injunctive relief to prevent the other party from commencing or continuing any action constituting such breach without having to post a bond or other security and without having to prove the inadequacy of any other available remedies. Nothing in this paragraph will be deemed to limit or abridge any other remedy available to either party at law or in equity.

7 Warranty

7.1 Intellectual Property. Intermedix has sufficient rights to Fleeteyes to fully perform its obligations hereunder.

7.2 Compliance with Laws. Fleeteyes is in compliance with all relevant and applicable laws.

7.3 Performance. Intermedix agrees to use reasonable efforts to provide Fleeteyes and to correct any deficiencies that cause Fleeteyes to fail.

8 Indemnification

8.1 Intermedix Indemnification. Intermedix agrees, at its expense, to defend Client in any lawsuit or action, and pay the amount of any adverse final judgment (or settlement to which Intermedix consents) for any third party claim(s) that Fleeteyes infringes any copyright, trademark right, or patent enforceable in the United States and Canada (individually and collectively, "Claim").

With regard to any Claim, Intermedix's obligations are subject to the following conditions: (i) Client must promptly notify Intermedix in writing of the Claim; (ii) Intermedix shall have sole control over defense and/or settlement of the Claim; (iii) Client shall provide Intermedix with reasonable assistance in the defense of the Claim; and (iv) Intermedix's obligations to defend and pay a patent Claim shall be limited to patent Claims wherein Fleeteyes alone, without combination or modification, constitutes direct or contributory infringement of such patent.

Intermedix shall have no liability for any intellectual property infringement claim based on (i) any unauthorized manufacture, use, sale, offer for sale, importation or other

disposition or promotion of Fleeteyes or another Intermedix trademark by Client, or (ii) Client's manufacture, use, sale, offer for sale, importation or other disposition or promotion of Fleeteyes or use of another trademark more than twenty (20) days after Intermedix's written notice of recommendation that Client should cease manufacture, use, sale, offer for sale, importation or other disposition or promotion of Fleeteyes or such trademark due to a claim.

In addition to the obligations set forth above, if Intermedix receives information concerning a Claim, Intermedix may, at its expense, but without obligation to do so, undertake further actions such as: (i) procuring for Client such copyright, trademark or patent right(s) or license(s) as may be necessary to address the Claim, or (ii) replacing or modifying the allegedly infringing application, service or trademark to make it non-infringing.

9 Limitation of Liabilities and Disclaimer

9.1 Limitation of Liabilities. CLIENT AGREES THAT INTERMEDIX SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, ECONOMIC OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF BUSINESS OR PERSONAL PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS OR PERSONAL OR CONFIDENTIAL INFORMATION, OR ANY OTHER PECUNIARY LOSS INCLUDING ATTORNEY FEES, OR DAMAGES FOR LOSS OF PRIVACY ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE FLEETEYES. CLIENT FURTHER AGREES THAT INTERMEDIX'S TOTAL LIABILITY TO CLIENT FOR ANY AND ALL CLAIMS, ACTIONS AND/OR OMISSIONS ARISING FROM OR RELATED TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT OF FEES PAID BY CLIENT TO INTERMEDIX UNDER THIS AGREEMENT.

9.2 Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, FLEETEYES IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY AND ALL WARRANTIES OF ANY KIND WHATSOEVER, INCLUDING IMPLIED OR STATUTORY WARRANTIES, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF TITLE, OF ACCURACY OR COMPLETENESS OF RESPONSES, OF RESULTS, OF REASONABLE CARE OR WORKMANLIKE EFFORT, OF LACK OF NEGLIGENCE, AND/OR OF A LACK OF VIRUSES, ALL WITH REGARD TO FLEETEYES ARE EXPRESSLY EXCLUDED. INTERMEDIX MAKES NO WARRANTY THAT FLEETEYES WILL OPERATE PROPERLY AS INTEGRATED WITH THE CLIENT APPLICATIONS.

10 General Terms

10.1 Non-Assignment. Neither Party may assign or transfer any of its rights or obligations under this Agreement, whether in whole or in part, without the prior written consent of

the other Party; provided, however, that Intermedix may assign this Agreement to any third party that acquires all or substantially all of the assets or business operations of Intermedix by purchase, merger or otherwise.

10.2 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State in which the Client is located, exclusive of its rules governing choice of law and conflict of laws.

10.3 Force Majeure. Intermedix shall not be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, unusually severe weather conditions or strikes.

10.4 Notices. All notices between the Parties shall be in writing and shall be deemed given as of the day they are received either by messenger, delivery service, or in the United States of America mails, postage prepaid, certified or registered, return receipt requested, and addressed as follows:

To Client:	**To Intermedix:**
Wise County EMS	Intermedix Corporation.
1101 West Rose Avenue	6451 North Federal Highway, Suite 1000
Decatur, TX 76234	Fort Lauderdale, FL 33308
Attn: EMS Director	Attn: Brad Williams, VP Finance
Telephone: (940) 627-2002	Telephone: 954-308-8700
Facsimile: (940) 627- 7521	Facsimile: 954-308-8725
Email: crdillard@ems.co.wise.tx.us	

or to such other addresses as the Party to receive the notice or request so designates by written notice to the other Party.

10.5 No Third Party Beneficiaries. The provisions of this Agreement are for the benefit of the Parties and not for any other person or entity.

10.6 Severability. If all or a part of a provision of this Agreement is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the remainder of that provision and all other provisions of this Agreement will not be affected.

10.7 Freedom of Action. Nothing in this Agreement shall be interpreted to prohibit or restrict either Party from entering into similar or the same arrangement with other parties. Further, nothing herein shall restrict Intermedix with respect to the current or future development of the Fleeteyes Web Applications and Services or any other product or service; Intermedix reserves the right to change any plans it may have with respect to the Fleeteyes Web Applications and Services and its other products and services.

10.8 Marketing. During the term of this Agreement, either Party may publicly disclose that Client is a customer of Intermedix in marketing materials and other customer presentations, subject to both Parties' prior written approval with respect to materials or statements appearing or presented in any mass marketing or mass advertising medium, including but not limited to, press releases, materials appearing in newspapers, magazines, journals, and on Web pages.

10.9 Entire Agreement. This Agreement and any Schedule(s) noted constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or communications. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of Client and Intermedix. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their authorized representatives as of the Effective Date.

EMSystems, LLC	**COUNTY OF WISE, TEXAS (D/B/A WISE COUNTY EMS) A TEXAS POLITICAL SUB-DIVISION**
By: Brad Williams Name: Brad Williams Title: VP	By: Name: Title:

Addendum A

Equipment

Eight (8) Xirgo Modems at $195 per unit = $1,560.00 a one-time fee paid upfront upon execution of this Agreement.

Addendum B

Fees

1. Eight (8) vehicles, at $40.00 per month per vehicle per year = $3,840.00 ("Annual Fee").

   Upon execution of this Agreement, the first Annual Fee of $3,480.00 shall immediately be paid.

   Thereafter, within thirty (30) days prior to each renewal term, the Annual Fee shall be paid.

2. Fleeteyes API application - $1,000.00 one-time fee paid upfront upon execution of this Agreement