

RESOLUTION NO. 2020 - 119

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE AN AGREEMENT WITH COMPASSCOM SOFTWARE COMPANY FOR COMPASSTRACK SOFTWARE LICENSE FOR MOBILE RESOURCE UNIT MANAGEMENT AND AUTOMATIC VEHICLE TRACKING (AVL) FOR THE PUBLIC WORKS DEPARTMENT.

RECITALS

WHEREAS, the County desires to enter into contract with CompassCom Software Company to provide annual software maintenance licenses for the CompassTrac software for Mobile Resource Unit Management and Automatic Vehicle Tracking (AVL) for the Public Works Department; and

WHEREAS, the Public Works Department obtained a proposal from CompassCom Software Company for the use of their proprietary software system that provides mobile resource unit management and automatic vehicle tracking (AVL) at a cost of nine thousand seven hundred fifty dollars (\$9,750.00) per year for existing AVL modems; and

WHEREAS, a single source notification was posted through DemandStar in accordance with Florida Statutes, and no alternative responses were received; and

WHEREAS, the services shall be funded by the Public Works Administration, Traffic Transportation, County Engineering, Road & Bridge, and the Solid Waste Departments; and

WHEREAS, the County has reviewed the terms, provisions, conditions, and requirements of the Contract; and

WHEREAS, entering into the Contract serves a public purpose.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. Upon approval by the Board of County Commissioners, the County Administrator, or designee, is hereby authorized to execute a contract in substantially the same form and format as attached with CompassCom Software Company for the services set forth therein. Costs for the service shall not exceed the annual amount of \$9,750.00, and to execute amendments to the contract for any future price increases in the annual fee required for any additional modems to be installed on additional mobile resource units (vehicles).

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 17th day of April, 2020.

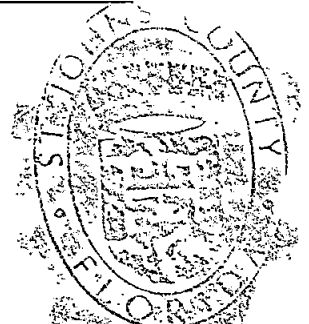
BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: Jeb S. Smith
Jeb S. Smith, Chair

ATTEST: Brandon Patty, Clerk

By: Ruben L. Platt
Deputy Clerk

RENDITION DATE APR 9 2020



CompassCom[®]

License Agreement

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19.6 Actions on Termination

(a) Licensee Payments Upon termination of this License, Licensee shall pay Licensor for any then unreimbursed outstanding obligations including the fees as set forth in this paragraph 19 and all unpaid obligations of Licensee pursuant to the terms hereof and all attachments hereto.

(b) Licensee Action on Termination. Upon Termination for any reason, Licensee shall immediately terminate all advertising, shall immediately cease holding itself out as a Licensor licensee or making any other claim of any relationship to Licensor, shall terminate and disable any web sites related to CompassTrac, CompassLDE Software, Compass Com Software, the Services, this License, Licensor Software's or relationships of any kind based thereon. Licensee shall not harm or otherwise disparage Licensor or its officers, agents, other licensees and its employees, and otherwise cease any business or activities related to Licensor.

(c) Licensor may terminate this License, the Services and CompassTrac, the CompassLDE Software, the Licensor Software and the processing of Licensee Resource Information at any time in its sole discretion.

(c) Termination of all Rights. In the event of a Termination of this License for any reason, other than specifically provided for herein, each Party's rights and obligations and rights to any claim against the other or any other person or entity other than for the Termination Fees as set forth in paragraph 19 hereof and except as specifically provided for herein hereunder shall also terminate.

19.7 **Retention of Mobile Resource Unit Information** Upon termination of this License, regardless of the cause, all Mobile Resource Unit Information shall be retained by the Licensee and in no case may Licensor hold such Mobile Resource Unit Information.

19.8 **Following Termination.**

(a) Upon expiration or termination of this License, Licensee shall cease all license of CompassTrac, CompassLDE Software, Licensor Software, the Services and this License, and destroy, erase, delete or otherwise permanently remove all copies of any Proprietary Information, Intellectual Property or other information supplied by Licensor other than the Mobile Resource Unit Information, destroy and delete all pass words, or any information granting Licensee license of CompassTrac, the CompassLDE Software, the Licensor Software and any information related thereto and certify in writing to Licensor that the foregoing has occurred. Upon expiration or termination of this License, Licensor and Licensee shall destroy, erase, delete or otherwise permanently remove all copies of each Party's Intellectual Property and Confidential Information residing on any of its hardware or CompassTrac the CompassLDE Software, the Licensor Software or in its possession, and certify in writing to the other Party that the foregoing has occurred. However, Licensee may continue to use any Mobile Resource Unit Information.

(b) Upon expiration or termination of this License, Licensee shall certify to Licensor in a written affidavit executed by an executive officer of the Licensee that the Licensee has fully complied with the intent and provisions of paragraph 19.8 and that neither Licensee nor any other person or employee retains any of the Licensor items set forth in paragraph 19.8 or otherwise has the possession or use thereof.

20 Limit of Liability and Exclusion of Incidental, Consequential and Certain Other Damages.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IN NO EVENT SHALL LICENSOR, ITS AUTHORIZED RESELLERS OR ITS SUPPLIERS OR THEIR OR ITS SUPPLIERS OR THEIR PARENTS OR SUBSIDIARIES OR BROTHER OR SISTER ENTITIES, THEIR PARENTS OR SUBSIDIARIES OR BROTHER OR SISTER ENTITIES BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THIS LICENSE THE ACCESS OR USE OF OR INABILITY TO ACCESS OR USE THE COMPASSTRAC, THE COMPASSLDE SOFTWARE, THE LICENSOR SOFTWARE, SERVICES, THIS LICENSE, MAINTENANCE, TRAINING OR SUPPORT, OR OTHERWISE, THE PROVISION OF OR FAILURE TO PROVIDE COMPASSTRAC, THE COMPASSTRAC, THE COMPASSLDE SOFTWARE THE LICENSOR SOFTWARE OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, LOSS OF PROFITS, DAMAGE TO BUSINESS REPUTATION, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER, COMPASSTRAC, COMPASSLDE SOFTWARE, THE LICENSOR SOFTWARE, THE SERVICES, THIS LICENSE MAINTENANCE, TRAINING OR SUPPORT, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS LICENSE, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF LICENSOR, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL LICENSOR OR ITS SUPPLIERS OR THEIR PARENTS OR THEIR SUBSIDIARIES OR BROTHER OR SISTER ENTITIES HAVE ANY LIABILITY FOR UNAUTHORIZED ACCESS TO OR USE OF, OR ALTERATION, THEFT OR DESTRUCTION OF INFORMATION DISTRIBUTED OR MADE AVAILABLE FOR DISTRIBUTION VIA THE SERVICES OR LICENSE THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES. NEITHER LICENSOR NOR ITS SUPPLIERS WILL HAVE LIABILITY WITH RESPECT TO LICENSOR'S OBLIGATIONS UNDER THIS LICENSE, OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES.

21 Disclaimed Warranties Neither Licensor or its suppliers nor their parents or subsidiaries or brother or sister entities exercises control over, and accepts no responsibility for, the content of the information passing through CompassTrac, the Licensee Host, the Transmission Method, the network hubs and points of presence, or the Internet or the Mobile Resource Unit Information. LICENSE OF OR USE OF COMPASSTRAC, THE SERVICES OR THIS LICENSE OR ANY INFORMATION THAT MAY BE OBTAINED THEREFROM IS AT LICENSEE'S RISK. COMPASSTRAC, THIS LICENSE AND ALL SERVICES PERFORMED UNDER THIS LICENSE ARE PERFORMED "AS IS" AND WITHOUT WARRANTY AGAINST FAILURE OF PERFORMANCE INCLUDING, ANY FAILURE BECAUSE OF COMPUTER

HARDWARE OR THE TRANSMISSION METHOD OR THE COMMUNICATION, COMPASSTRAC, THE COMPASSLDE SOFTWARE, THE LICENSOR SOFTWARE, THE SERVICES AND THIS LICENSE. LICENSOR OR ITS SUPPLIERS OR ITS OR THEIR PARENTS OR SUBSIDIARIES OR BROTHER OR SISTER ENTITIES DOES NOT MAKE AND DISCLAIMS, AND LICENSEE WAIVE ALL RELIANCE ON, ANY REPRESENTATIONS REGARDING THIS LICENSE, COMPASSTRAC, THE COMPASSLDE SOFTWARE, THE LICENSOR SOFTWARE IF LICENSED TO BY LICENSEE, THE SERVICES AND THIS LICENSE, OR WARRANTIES, ARISING BY LAW OR OTHERWISE, REGARDING THE, THIS LICENSE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE. LICENSOR DOES NOT WARRANT THAT COMPASSTRAC, THE COMPASSLDE SOFTWARE, THE LICENSOR SOFTWARE, THE SERVICES AND THIS LICENSE WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE OR FREE FROM BEING "HACKED" OR OTHERWISE COMPROMISED.

22 Injunctive Relief Each Party acknowledges that the other Party may suffer financial and other loss and damage if any unauthorized act occurs in relation to this License, the Confidential Information, the Intellectual Property, CompassTrac, the CompassLDE Software, the Licensor Software, the Services or the failure of either Party to perform any obligation herein and that monetary damages would be an insufficient remedy; and in addition to any other remedy available at law or in equity, a Party is entitled to injunctive relief to prevent a breach of, and to compel specific performance of this License.

23 Enforcement Actions Licensor reserves the right to suspend or terminate this License, CompassTrac, the CompassLDE Software and the Licensor Software, this License and any Service immediately or take any other corrective action if Licensor deems appropriate in its sole discretion if the Licensee or its server is the source or target of any violation of this License or the AUP or for any other reason which Licensor chooses in its sole discretion. If inappropriate activity is detected, all of the Licensee accounts in question will be deactivated until a thorough investigation is completed. Prior notification to the Licensee of disconnection is not required. In some cases, law enforcement will be contacted regarding the activity. These rights of action, however, do not obligate Licensor to monitor or exert editorial control over the information made available for distribution via CompassTrac, this License the Services or the Mobile Resource Unit Information. If Licensor takes corrective action because of a possible violation, Licensor will not refund the Licensee any fees that the Licensee paid in advance of the corrective action.

24 Disclosure Rights This License and the AUP specifically prohibits the license of or use of CompassTrac, the CompassLDE Software and the Licensor Software if licensed to by Licensee, this License, the Services and any of the Services for illegal activities. Therefore, the Licensee agrees that Licensor may disclose any and all of the Mobile Resource Unit Information, if any accessible by Licensor including assigned IP numbers, account history, account use, etc. to any law enforcement agent who makes a written request without further consent or notification to the Licensee. In addition, Licensor shall have the right to terminate this License, CompassTrac, the CompassLDE Software and the Licensor Software if licensed to by Licensee, this License and all Services set forth in this License.

25. Indemnification In agreeing to Licensor's AUP and this License, the Licensee agrees to indemnify, defend and hold harmless Licensor, its agents, employees, officers, directors, partners, representatives and affiliates, for any violation by the Licensee of the AUP or this License that results either in (a) any cost, expense, damage or loss to Licensor its agents, employees, officers, directors, partners, representatives and affiliates, or (b) the bringing of any claim against Licensor by any third-party, and all costs, expenses, damages and losses associated therewith. For example, if Licensor is sued because of the Licensee's or the Licensee activity related to CompassTrac, the CompassLDE Software, the Licensor Software if licensed to by Licensee, this License, or the Services the Licensee will pay any damages awarded against Licensor, its employees, directors, partners, representatives and affiliates, in addition to all costs and attorney's fees

26. Miscellaneous Provisions

26.1 Survival. The duties and obligations of the Parties under Sections 2,6,7,13,14,15,18,19,20,21,22,23,24 and 25 and all Fees, the Termination Fee and other amounts due and payable but unpaid prior to termination of this License and the confidentiality obligations provided in Section 2 will remain indefinitely after the termination of this License. Specifically and without limiting the foregoing, all provisions of this License relating to the Licensee warranties, intellectual property rights, limitation and exclusion of liability, the Licensee indemnification obligations and payment obligations will survive the termination or expiration of this License.

26.2. Relationship of Parties. Licensor, in performing the obligations set forth herein and providing CompassTrac or components thereof, this License and Services, is acting only as an independent contractor and nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, partnership, or joint venture.

26.3 Binding Effect; Assignment. This License shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. This License is not assignable by Licensee without Licensor's prior written consent. A change in the ownership of the Licensee over 50% shall be deemed an assignment for the purposes of this paragraph.

If to Licensee:

ATTN: St. Johns County
Address: 2750 Industry Center Road
Phone:
Fax:
Email: ragbunag@sjcfl.us

If to Licensor:

CompassCom Software Corporation
Attn.: Project Manager
7074 So. Revere Parkway
Centennial, Colorado 80122
Phone: 303-999-3000
Fax:
Email: solutions@compass.com

26.4. Entire License; Modifications. This License and the AUP are the exclusive and complete statement of the Parties' understandings of this License, and shall supersede all prior understandings, whether oral or written. Except as expressly set forth herein, this License and the AUP may be modified only by in writing signed by all the parties.

26.5. Counterparts and Facsimile. This License may be executed in two or more counterparts, each of which shall be deemed an original and both of which shall constitute one and the same document. This License may be executed by facsimile signature, and a facsimile signature shall constitute an original signature for all intended purposes.

26.6. Section Headings. The section headings of this License are inserted for convenience of reference only and shall not be deemed to be a part thereof or used in the construction or interpretation thereof.

26.7. Severability Whenever possible, each provision of this License will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without violating the remainder of this License.

27. Third Party Beneficiaries. This License is solely for the benefit of the parties hereto and Licensor's Third Party Vendors and no provision of this License shall be deemed to confer any benefit on any third party.

28. Governing Law and other Terms. Licensor and the Licensee agree that, except as otherwise expressly provided in any Third Party Software, there shall be no third party beneficiaries to this Agreement, including but not limited to the insurance providers for either party or the Licensee Licensees. THIS AGREEMENT IS MADE UNDER AND WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO (EXCEPT THAT BODY OF LAW CONTROLLING CONFLICTS OF LAW) AND SPECIFICALLY EXCLUDING FROM APPLICATION TO THIS AGREEMENT THAT LAW KNOWN AS THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS. EXCLUSIVE VENUE FOR ALL DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE THE STATE AND FEDERAL COURTS IN COLORADO, AND EACH PARTY IRREVOCABLY CONSENTS TO SUCH PERSONAL JURISDICTION AND WAIVES ALL OBJECTIONS THERETO.

29. Partial Invalidity In the event any provision of this Agreement is held by a tribunal of competent jurisdiction to be contrary to the law, the remaining provisions of this Agreement will remain in force and effect. The waiver of any breach

or default of this Agreement will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party.

30. Non-Assignment by Licensee Licensee may not sell, assign or transfer its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of Licensor, and any attempted assignment or delegation without such consent will be void. Licensor may assign this Agreement in whole or part.

31. Licensor Delegation Licensor also may delegate the performance of certain portions of the Services and Subscription to third parties.

32. Notice Delivery All notices, demands, requests or other communications required or permitted under this Agreement shall be deemed given when delivered personally sent by facsimile upon confirmation, sent and received by return receipt email, or upon receipt of delivery of overnight mail.

33. Complete Agreement This Agreement and the AUP, including all documents incorporated herein by reference constitutes the complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written and oral regarding such subject matter.

34. Licensee Consultation Licensee acknowledges that he/she/it has consulted an attorney concerning the terms of this provision and the legal and other impact of same.

IN WITNESS WHEREOF, the parties hereto have executed this License as of the day and year first above written.

Accepted for:
CompassCom Software Corporation.

Accepted for:
St. Johns County

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Exhibit A

Definition of Software

The following is a general description of CompassTrac, the CompassLDE Software, the Licensor Software, Licensor Software which may be licensed in connection with and subject to the terms of this License to produce the Mobile Resource Unit Information which Licensor agrees to provide to the Licensee as well as the Scope of this License and Services and the AUP attached hereto as Exhibits B and C respectively.

1. CompassTrac is a general term which includes the CompassLDE Software, the Licensor Software, all modules as well as the Services, this License and the Modem and the general function of the system.
2. CompassLDE including the Licensor Viewer and Licensor Tracker which generally performs the following:
3. Optional and Additional Licensor Software as set forth on the Price List and Quote agreed to by the Parties

Exhibit B

Scope of this License and Service and Maintenance etc.

In addition to the provisions of this License and all attachments hereto, the following shall also apply:

1. The Parties acknowledge that the Price as set forth on Exhibit D is based on the number of units of the Mobile Resource Units for which is using CompassTrac, the CompassLDE Software, the Licensor Software if licensed to by Licensee, this License and Services and any increase in the number of units of Mobile Resource Units using CompassTrac, the CompassLDE Software, the Licensor Software if licensed to by Licensee, and this License and Services shall increase the Price as set forth herein.
2. CompassTrac, CompassLDE Software and the Licensor Software Use. CompassTrac, CompassLDE Software and the Licensor Software, if licensed to Licensee, and their use as described herein, is covered for the Term so long as Licensee makes all payments as required herein during the Term by paying Licensor or its authorized agent the applicable One Time License Fee..
3. Terms of Training, Support and Maintenance. Licensor agrees to provide Support, Training and Maintenance (as defined herein) to Licensee pursuant to the terms and conditions set forth herein for a period of twelve (12) months from the date of this Agreement.
4. Maintenance, Training and Support In exchange for the payment of the Installation Fee and the initial Set Up Fee and payment of the One Time License Fee , for a period of twelve (12) months from the date of Acceptance as set forth in paragraph 8 of this Agreement, Licensor agrees to provide to Licensee during the term of this License, Support, Training and annual Maintenance as defined below (collectively "Maintenance"). Thereafter commencing with the 13th month after Acceptance and payment billed to the Licensee on an invoice which will include any increase in the number of units of Mobile Resource Units using CompassTrac or the CompassLDE Software added during the 12 month annual maintenance period, sent to Licensee and paid by Licensee every twelve (12) months thereafter. Licensor agrees to provide to Licensee annual Maintenance for the next 12 month period as follows:
 - a) *Support:* Licensor will provide email or online Support to Licensee for then current versions (currently licensed to and under Maintenance) of Licensor Software between the hours of 8:30 a.m. and 5:00 p.m. Mountain Time (North America) Monday through Friday, excluding holidays. Licensor will investigate all of Licensee questions and problems promptly. Licensee agrees to provide adequate information to Licensor for the investigation and to confirm that any problems have been resolved. Licensor does not provide guaranteed response time but will make every effort to answer emails and voice mails or online Support within two business days. Licensor will provide 20 hours of Support per year as defined herein for no additional fee. Thereafter on line Support or Maintenance that is not on-line will be provided for as set forth in Exhibit D. In addition, Licensor will conduct regular web-based seminars that will address Licensee questions and/or support issues. If Licensee presents a support issue that requires such as assistance, Licensor may schedule and provide a web-based support session to address the support need.

b) **Training** Licensor shall, at Licensee request, provide on line training session in the operation of the then current CompassTrac, the CompassLDE Software, the Licensor Software if licensed to by Licensee provided that such Training Session is conducted within 30 days of the date of the Licensee payment of the Set Up Fee, the Installation Fee if applicable for the Term hereunder. Additional Training Sessions, on line Training and any on-site Training will be on terms and conditions as the parties may agree which terms and conditions shall include, for on-suite training, a daily (or part thereof) fee as set forth on Exhibit D. Licensee shall be responsible for paying any reasonable travel, food and accommodation expenses which Licensor or Licensor' staff may incur during this training period. If Licensee elect, this Training may also be performed remotely over the Internet. Licensor shall provide such additional Training either on line or on site and technical advice on such terms and conditions as the Parties may agree.

c) **Improvements** Licensor will supply to Licensee, at no additional charge (currently installed at Licensee's location), any improvements, upgrades, updates, "bug" fixes or modifications to CompassTrac, the CompassLDE Software, the Licensor Software, if licensed to by Licensee, that Licensor makes generally available to its Licensees. There will be an increased fee for any software upgrade that upgrades the version number (i.e. version 7 to 8). Any such improvements, upgrades, or modifications shall be owned by Licensor but become part of CompassTrac, the CompassLDE Software, the Licensor Software, if subscribed to by Licensee, if subscribed to by Licensee for all purposes of this License.

d) **Version** Licensee acknowledges and agrees that the Maintenance to be provided by Licensor hereunder is limited to the then most current version of CompassTrac, the CompassLDE Software and the Licensor Software.

e) **Exclusions** Licensor's obligation to provide Support, Training and Maintenance is contingent upon payment of all of Licensee's obligations, that this License is in full force and effect and the proper use of CompassTrac, the CompassLDE Software and the Licensor Software. Moreover, Licensor shall be under no obligation to provide Maintenance should such Maintenance be required due to:

- i) Failure to operate CompassTrac, the CompassLDE Software and Licensor Software requirements provided for Licensor Software;
- ii) Any modification or attempted modification of CompassTrac, the CompassLDE Software and the Licensor Software by Licensee or any third party, or
- iii) Licensee failure or refusal to implement CompassTrac, the CompassLDE Software and the Licensor Software changes recommended by Licensor.

5. **Internet Access** In order to use CompassTrac and to enable Licensor to perform the undertakings in this License and all attachments hereto, Licensee must obtain license of the Transmission Method and the Internet, either directly or through devices that access Web-based content, and pay any service fees associated with such access. In addition, Licensee must provide all equipment necessary to make such connection to the Transmission Method and the Internet, including a computer and modem or other access device.

6. **Restrictions** Licensee is prohibited from and shall not assist any person or entity in:

- a) Providing services similar to CompassTrac, the CompassLDE Software, the Licensor Software, this License and the Services in competition with Licensor;
- b) Developing, providing, selling, renting, or reselling any Software or service which competes with CompassTrac, the CompassLDE Software and the Licensor Software or create or implement any such software or service for the purpose of competing with CompassTrac, as this would intrinsically hinder the protection of Licensor's confidential information and trade secrets. Moreover, this restriction will stay in force for a period of one (1) year following the termination of this License;
- c) Modifying, translating, decompiling, disassembling or reverse engineering or otherwise attempting to determine the source code for the operation CompassTrac, the Licensee Host, the CompassLDE Software and the Licensor Software;
- d) Creating derivative works based on CompassTrac or any part thereof, the CompassLDE Software, the Licensor Software if licensed to by Licensee, or Confidential or Proprietary Information;
- e) For the purpose of this License 'reverse engineering' shall mean the examination or analysis of CompassTrac, the CompassLDE Software, the Licensor Software if licensed to by Licensee, or Confidential or Proprietary Information to determine its source code, sequence, structure, organization, internal design, algorithms or encryption devices.

f) The number of Mobil Resource Units who may use CompassTrac under individual logins is limited to the number of units of the Mobile Resource Units then being paid for by the Licensee.

Exhibit C

Acceptable Use Policy Exhibit C

Background

This "Acceptable Use Policy" or "AUP" of CompassCom Software Corporation, a Colorado corporation ("CompassCom") and applies to CompassCom and all divisions and identities used by CompassCom including and references hereinafter to CompassCom includes reference to the foregoing terms: This AUP is designed to provide a clear understanding of the rules, regulations, and restrictions on the use of the CompassCom Subscription ("Subscription") and the Servers, and IP Addresses of CompassCom ("collectively "Services") as additionally defined herein. CompassCom may, from time to time at the sole discretion of CompassCom impose rules, regulations, or restrictions not expressly stated in this AUP on the use of the Subscription and the Services, Servers, and IP Addresses of CompassCom and Fast Servers.

This AUP is a part of the Terms of Subscription Agreement between CompassCom and the Customer ("Agreement") and sets forth additional terms and conditions in addition to the terms and conditions in the Agreement and all Exhibits thereto related to the Subscription by the Customer for the Subscription as defined in the Agreement and herein.

CompassCom may, from time to time at the sole discretion of CompassCom, modify this AUP and such modification shall become immediately effective upon posting of the modified AUP to <http://compasstrac.compasscom.com> or by notification to you of the modified AUP. This AUP is not exhaustive.

Hereinafter, "Services" is additionally defined as any offering of CompassCom including, without limitation, those managed in whole or in part, for you by CompassCom, "Server's" is defined as any CPU based hardware platform of CompassCom including, without limitation, those managed, in whole or in part, for you by CompassCom, and "IP Addresses" is defined as any publicly mutable IPv4 32-bit or 1Pv6 128-bit Internet Protocol address assigned by CompassCom to you as part of the Subscription and the Services or Servers provided to you by CompassCom.

By registering for or using the Services, Servers, or IP-Addresses provided to you by CompassCom, you accept and agree to abide by the terms and conditions of the "Terms of Subscription Agreement or "TOS" of CompassCom, the rules, regulations, and restrictions of the "Acceptable Use Policy" or "AUP" of CompassCom, the "End User Content Policy" or "EUCP" of CompassCom, the End Users License Agreement ("EULA") and the laws of the cities, states, and countries wherein the Subscription and the Services, Servers, or IP Addresses of CompassCom are located which are hereby incorporated into this AUP. Solicitation of any illegal act on, to, from, or through the Subscription and the Services, Servers, or IP addresses provided to you by CompassCom, whether performed or not, is a violation of this AUP.

Suspension And Cancellation

NONPAYMENT IN WHOLE OR IN PART FOR ANY OF THE SUBSCRIPTION AND THE SERVICES, SERVERS, OR IP ADDRESSES PROVIDED TO YOU BY COMPASSCOM OR VIOLATION OF THE ACCEPTABLE USE POLICY OF COMPASSCOM, THE ACCEPTABLE USE POLICY OF ANY UPSTREAM PROVIDER OF COMPASSCOM, OR THE ACCEPTABLE USE POLICY OF ANY NETWORK CONNECTED ON, TO, FROM, OR THROUGH THE SUBSCRIPTION AND THE SERVICES, SERVERS, OR IP ADDRESSES PROVIDED TO YOU BY COMPASSCOM MAY, AT THE SOLE DISCRETION OF COMPASSCOM, RESULT IN THE IMMEDIATE SUSPENSION OR CANCELLATION OF ANY OR ALL

SUBSCRIPTION AND THE SERVICES, SERVERS, OR IP ADDRESSES PROVIDED TO YOU BY COMPASSCOM OR OTHER ACTION DEEMED APPROPRIATE BY COMPASSCOM WITHOUT REMUNERATION FOR SUCH SUSPENSION, CANCELLATION, OR OTHER ACTION OR ASSURANCE OF PRIOR NOTIFICATION TO YOU FOR SUCH SUSPENSION, CANCELLATION OR OTHER ACTION AND ANY FEES PAID IN ADVANCE OF SUCH SUSPENSION, CANCELLATION, OR OTHER ACTION ARE NONREFUNDABLE.

Indemnification

YOU ACKNOWLEDGE YOUR INDEMNIFICATION OBLIGATIONS UNDER THE TERMS OF SUBSCRIPTION AND THE SERVICE OF COMPASSCOM AND AGREE THAT YOU ARE SOLELY LIABLE AND RESPONSIBLE FOR ANY AND ALL MONETARY DAMAGES RESULTING DIRECTLY OR INDIRECTLY FROM VIOLATIONS OF THIS AUP TO INCLUDE, WITHOUT LIMITATION, THE SUBSCRIPTION, THE SUBSCRIPTION, SERVICES, SERVERS, AND IP ADDRESSES PROVIDED TO YOU BY COMPASSCOM, THE NETWORK AND BUSINESS OPERATIONS OF COMPASSCOM AND FAST SERVERS, RELATED COSTS INCURRED BY COMPASSCOM, AND ANY THIRD PERSON OR PARTY AND THAT SUCH MONETARY DAMAGES WILL BE CHARGED TO YOUR ACCOUNT. VIOLATIONS OF THIS AUP MAY RESULT IN SIGNIFICANT CIVIL AND CRIMINAL LIABILITY TO YOU.

Data Liability And Responsibility

YOU ARE SOLELY LIABLE AND RESPONSIBLE FOR ANY AND ALL DATA STORED OR TRANSMITTED ON, TO, FROM, OR THROUGH THE SUBSCRIPTION, SERVICES, SERVERS, AND IP ADDRESSES PROVIDED TO YOU BY COMPASSCOM TO INCLUDE WITHOUT LIMITATION, BLOCK SPECIAL FILES, CHARACTER SPECIAL FILES, DIRECTORIES, SYMBOLIC LINKS, SOCKET LINKS, FIFOS, REGULAR FILES, PROGRAMS, DATABASES, TEXT, GRAPHICS, PICTURES, MOVIES, AUDIO, STREAMING MEDIA, WEB PAGES, HYPERLINKS, EMAIL, INSTANT MESSAGES, CHAT MESSAGES. FILE TRANSFERS, HOST NAMES AND DOMAIN NAMES.

Disclaimer Of Responsibility

COMPASSCOM ASSUMES NO LIABILITY OR RESPONSIBILITY TO ANY PERSON OR PARTY FOR ANY VIOLATION OF THIS AUP BY ANY OTHER PERSON OR PARTY. IT IS THE POLICY OF COMPASSCOM AND FAST SERVERS, BUT NOT IT'S OBLIGATION, TO MONITOR ITS NETWORK FOR POTENTIAL, ALLEGED, OR ACTUAL VIOLATIONS OF THIS AUP AND TO CANCEL EGREGIOUS OR REPEAT OFFENDERS OF THIS AUP WITHOUT PRIOR NOTICE.

Subjugation

ALL RESELLERS, CLIENTS, USERS, AND SUB NETWORKS OF THE SUBSCRIPTION, SERVICES, SERVERS, AND IP ADDRESSES PROVIDED BY COMPASSCOM ARE SUBJECT TO THIS AUP AND ANY ATTEMPTED OR ACTUAL VIOLATION OF THIS AUP BY ANY PERSON OR PARTY ON YOUR BEHALF SHALL BE A VIOLATION OF THIS AUP BY YOU.

Prosecution And Fines

COMPASSCOM COOPERATES FULLY WITH LAW ENFORCEMENT AGENCIES IN THE INVESTIGATION AND PROSECUTION OF CRIMINAL ACTIVITY AND HAS ZERO TOLERANCE FOR VIOLATIONS OF THIS AUP. WE RESERVE THE RIGHT TO LEVY FINES OF \$500 TO \$5000 USD PER INCIDENT FOR ANY VIOLATION OF THIS AUP.

Right Of Refusal

COMPASSCOM RESERVES THE RIGHT TO REFUSE THE USE OF THE SUBSCRIPTION AND SERVICE TO ANYONE AT ANY TIME.

Policy Enforcement and Resolution

Violations of this AUP are, at the sole discretion of CompassCom, enforced by issuance of a Policy Enforcement notice to the registered contact email addresses of the Subscription, Services, Servers, or P Addressee and, additionally, may be issued in the registered abuse contact email addresses of the Subscription, Services, Servers or IP Addresses. It is your responsibility to request from abuse contact email addresses. Failure to receive a Policy Enforcement notice does not limit the right of enforcement by CompassCom of this AUP or your responsibility to resolve violations of this AUP in a manner acceptable to CompassCom.

You must remove all domains, sites, users, or exploits causing a violation of this AUP from the Subscription, Services, Servers, and IP Addresses of CompassCom. You must reconfigure, harden, or remove any improperly configured or insecure software causing a violation of this AUP. However, CompassCom may, at the sole discretion of CompassCom, access any managed components of the Subscription, Server or Service of CompassCom or require root access to any managed Server or Service of CompassCom to remove the cause of an abuse or reconfigure, harden, or remove any improperly configured or insecure software. You must reply to the Policy Enforcement notice within the time frame given in the notice with appropriate comments, questions, or actions to resolve the violations cited in the notice. Depending on the violation type, severity, history, quantity of complaints, upstream provider requirements, and other factors, your Subscription, Services, Servers or IP Addresses may be:

- Monitored for Additional Violations
- Disconnected, Null-Routed, or Port Shutdown in 24-Hours, 16-Hours, 8-Hours, 1-Hour, or 0-Hours as Indicated
- Required to Provide root Login Information for our Direct Investigation, Cleaning, Hardening, and/or Securing
- Required to Submit Reload Ticket With or Without Data Recovery as Indicated
- Required to Remove Current End-User-Client from All Servers
- Placed on 20-Day Probation
- Reviewed for Probation Violation
- Hard Drives Seized
- Cancelled

Violations of the AUP will result in the following:

Unless otherwise provided for herein, a warning notification sent via email. CompassCom trouble ticket with 24 hours notice for resolution:

24 hours is the standard notification: situations involving law enforcement, phishing scams, fraud, password harvesting, network interference, Denial or Disruption of the Subscription and any Service, IRC related misuse, or other malicious activity can reduce the notification time frame.

• *First Violation:* Any user, which CompassCom determines to have violated any element of our AUP (Acceptable Use Policy), shall receive an e-mail, warning them of the violation. The Subscription and any Service may be subject at CompassCom discretion to a temporary suspension pending a client's agreement in writing to refrain from any further Solutions.

• *Second Violation:* Any Customer that CompassCom determines to have committed a second

violation of any element or portion of the AUP shall be subject to immediate suspension or termination of the Subscription and any Service without further notice.

g) We reserve the right to drop the section of IP space involved in any SPAM or Denial-of-the Subscription and any Service (Dos) complaints if it is clear that the offending activity is causing great harm to parties on the Internet. In particular, if open relays are on your network or a customer's network, or if denial-of-the Subscription and any Service attacks are originating from your network. In certain rare cases, we may have to take this action prior to attempting to contact you.

Disclosure to Law Enforcement

The AUP specifically prohibits the use of the Subscription and our Services for illegal activities. Therefore, Customer agrees that the Company may disclose any and all Customer information, including assigned IP addresses, account history, account use, etc. to any law enforcement agency who makes a written request without further consent or notification to the Customer. In addition CompassCom shall have the right to terminate the Subscription and all Services set forth in this Agreement if requested to do so as a result of any action of any law enforcement or government agency.

Self-Managed and Partially-Managed Services, Servers, and IP Addresses

With respect to self-managed and partially-managed Service, Servers, and IP Addresses provided to you by CompassCom, you are solely responsible, without limitation, for the management, administration, and security of the Services, Servers and IP Addresses provided to you by CompassCom, for any and all data stored or transmitted on, to, from or through the Subscription, the Services, Servers, and IP Addresses provided to you by CompassCom, and for all passwords provided to you by CompassCom.

Should it become necessary for CompassCom to perform, at your request, any management, administration, or security work on the Services, Servers, or IP Addresses provided to you by CompassCom to resolve a violation of this AUP in a manner acceptable to CompassCom, which includes DEFCON 4 and 5 management, administration, and security work, you agree to pay CompassCom \$150.00 USD per hour one-hour minimum.

Fully-Managed Services, Servers, and IP Addresses

With respect to fully-managed Services, Servers, and IP Addresses provided to you by CompassCom, you are solely responsible, without limitation, for any and all data stored or transmitted on, to, from, or through the Services, Servers, and IP Addresses provided to you by CompassCom and for all passwords provided to you by CompassCom. CompassCom is responsible for the management, administration, and security of the Subscription, the Services, Servers, and IP Addresses provided to you by CompassCom.

Should it become necessary for CompassCom to perform any management, administration, or security work in connection with the Subscription, on the Services, Servers, or IP Addresses provided to you by CompassCom to resolve a violation of this AUP in a manner acceptable to CompassCom, which includes DEFCON 3, 2, and 1 management, administration, and security work, you agree that CompassCom may perform such management, administration, or security work without prior approval and you agree to pay CompassCom \$150.00 USD per hour one-hour minimum for any management, administration, or security work performed in excess of your allocated "Advanced Administration" hours.

Contact Information

You are responsible for maintaining your contact information in the ticket system such that your registered contact email address is always reachable even in the event of disconnection of the Subscription, the Services, Servers, or IP Addresses provided to you by CompassCom.

IP Address Overlap

Use of a publicly routable IP address not provided to you by CompassCom in connection with the Subscription, on the Services or Servers provided to you by CompassCom is a violation of this AUP.

Network Performance

CompassCom provides shared network resources and, therefore, excessive use or abuse of these shared network resources by one client of CompassCom may adversely affect other clients of CompassCom or the network of CompassCom. Any misuse of network resources in a manner which may adversely affect other clients of CompassCom, or the network of CompassCom is a violation of this AUP.

Internet Etiquette

You and all users of the Subscription, the Services, Servers, and IP Addresses provided to you by CompassCom are expected to practice good Internet etiquette (Netiquette). Any activity or data stored or transmitted on, to, from, or through the Services, Servers, or IP Addresses or in connection with the Services provided to you by CompassCom, whether legal or not, which may adversely affect other clients of CompassCom, the network of CompassCom as a result of an offended third person or party, or the reputation of CompassCom is a violation of this AUP.

Definition of SPAM

All Unsolicited Bulk Email or "UBE" email which is both unsolicited and bulk, is hereby defined in this AUP as scam. Unsolicited means the recipient did not give verifiable, deliberate, explicit, and revocable permission for the message to be sent. Bulk means the message was sent to multiple recipients with substantively identical content and, therefore, the recipient's personal identity and context are irrelevant because the email is equally applicable to multiple recipients. Spam is an issue of consent, not content. No other definition of spam including, without limitation, Title 15 USC Chapter 103 Controlling the Assault of Non-Solicited Pornography and Marketing § 7702 et. Al. or "CAN-SPAM Act" applies to the definition of spam as used in this AUP.

Opt-In Mailing Lists

Mailing lists must be true opt-in which requires you to provide to the recipient either a confirmation email or a confirmation web page whereby the recipient must have replied with a confirmation email having a unique tracking number or must have clicked a hyperlink in the confirmation email having a unique tracking number maintained in your web server log file or must have clicked the hyperlink in the confirmation web page having a unique tracking number maintained in your web server log file thereby granting verifiable, deliberate, explicit, and revocable permission to be added to the specific opt-in email list at the specific site both of which must be hosted on the network of CompassCom and under your administrative control. You are required to provide the confirmation email reply with unique tracking number or the web server log file line having the unique tracking number as evidence that the recipient did, indeed, opt-in to the email list. You are also required to provide at least one simple method to opt out of the email list, which must be honored immediately.

Free Hosting Services or use of the Subscription

You are liable and responsible for violations of this AUP by all third persons or parties for whom you provide free web, mail, tip, or other hosting. CompassCom strongly advises you not to provide free hosting to unknown third persons or parties. If a pattern of violations of this AUP from the use of the Subscription, the Services, Servers, or IP Addresses provided to you by CompassCom occurs resulting from such free hosting, CompassCom may, at the sole discretion of CompassCom, suspend or cancel any or all of the Subscription,

the Services, Servers, and IP Addresses provided to you by CompassCom or require you to remove such free hosting from the Services, Servers, and IP Addresses and use of the Subscription provided to you by CompassCom.

TOR and Anonymous Routers or Routing Protocols

If an alleged or actual violation of this AUP is believed, at the sole discretion of CompassCom and Fast Servers, to have occurred on, to, from, or through the use of the Subscription, the Services, Servers, or IP Addresses provided to you by CompassCom on which TOR or an anonymous router or routing protocol exists, the alleged or actual violation of this AUP shall be deemed to have occurred whether verifiable evidence exists or not and CompassCom shall enforce this AUP at the sole discretion of CompassCom and Fast Servers.

Bit Torrent, Point-to-Point, and Proxy Software

Bit Torrent, Point-to-Point, and Proxy software are permitted until and unless abuse occurs related to such software. Should abuse occur related to such software, CompassCom may, at the sole discretion of CompassCom, require removal of such software from the use of the Subscription, the Services, Servers, and IP Addresses of CompassCom.

Billing

You are responsible for paying for any network resources used to connect the Services, Servers, and IP Addresses or otherwise use the Subscription provided to you by CompassCom to the Internet. Pursuant to the Agreement and the Terms of Service of CompassCom, you may request that the Subscription, the Services, Servers, and IP Addresses provided to you by CompassCom be disconnected from the Internet, however, you remain responsible for paying for any network resources used up to the time of disconnection. Violations of this AUP should be reported to bclark@compasscom.com

Exhibit D

Price Schedule

Number Mobile Resource Units Initially Licensed for:

All Pricing for the Set Up Fee, the Installation Fee, the One Time License Fee and the fee for any Licensor Software licensed to shall be as set forth on the Quote as agreed to by the Parties.

Set Up Fee means the fee for the initial and subsequent fee for the configuration for CompassTrac, the CompassLDE Software and any additional Licensor Software on the initial Modems and any subsequent Modems utilizing CompassTrac. The Set Up Fee is as set forth on in the Quote.

Installation Fee, if applicable, means the fee for the installation of the Modem on the Licensee's Mobile Resource Units and for any additional Licensee Resource Units so installed in the future as set forth on in the Quote charged by Licensor or its subcontractors for the installation of the Modem and its component parts or any additional Licensee Resource Units unless the Licensee installs the Modem and component parts after approval of Licensor. The Installation Fee is charged based on the number of Mobile Resource Units that provide Mobile Resource Unit Information using CompassTrac to the Licensee Host and therefore may vary depending on number of units using CompassTrac, the CompassLDE, the Licensor Software and this License and Services and the number of Mobile Resource Units.

The License Fee means the One Time License Fee as set forth herein commencing on the first day of the month following Acceptance and for the license of CompassTrac, License, Services, the CompassLDE Software and the Licensor Software, if licensed to by Licensee, Training, Support and Maintenance as now exists or may exist in the future as set forth herein. The One Time License Fee is charged based on the number of Mobile Resource Units that provide Mobile Resource Unit Information to the Licensee Host and therefore may vary depending on number of the Mobile Resource units using CompassTrac.

Any on-site Support and Training will be on terms and conditions as the parties may agree which terms and conditions shall include, for on-site training, a daily (or part thereof) fee of \$1,500.00 plus normal Travel and Entertainment expenses.

CompassCom

7074 S Revere Parkway
Centennial, CO 80112

Invoice

Date	Invoice #
1/8/2020	5007

Bill To
St. Johns County Public Works Department ATTN: Rocky Agbunag 2750 Industry Center Road St. Augustine, FL 32084

Ship To
St. Johns County Public Works Department ATTN: Rocky Agbunag / K 2740 Industry Center Road St. Augustine, FL 32084

P.O. Number	Terms	Due Date	Ship	Via	Order Number
	Net 30	2/7/2020	1/8/2020	UPS Ground	1731
Quantity	Item Code	Description		Price Each	Amount
1	CompassLDE V7 Maintena...	Annual Maintenance - August, 2019 through July 31, 2020		9,750.00	9,750.00
		Maintenance for License Record: 111 - Vehicle Licenses 10 - Client Licenses 1 - LDE License			
All invoices are in USD and all invoice payments must be made in USD.				Total	\$9,750.00
Phone #	Fax #			Payments/Credits	\$0.00
303-680-3311	303-766-2488			Balance Due	\$9,750.00

All returned items must be new and unused. In addition, a 30% restocking fee will be charged on all items returned.



St. Johns County Board of County Commissioners

Purchasing Division

NOTICE OF SINGLE OR SOLE SOURCE PROCUREMENT

St Johns County, FL
Purchasing Division
500 San Sebastian View
St. Augustine, FL 32084
Office: (904) 209-0150

Sole/Single Source No: SS No: 20-40

Date Posted: February 11, 2020

Written Response due: February 18, 2020 by or before 3:00 PM (EST)

RESPONSES SUBMITTED TO:

Name: Diana M. Fye, AS, CPPB, Procurement Coordinator

Email Address: dfye@sjcfl.us

Phone Number: (904) 209-0162

This is NOT a formal solicitation (RFB, RFP, RFQ) and there are no solicitation documents available. A contract or purchase order is proposed for the product(s) or service(s) identified below. St Johns County, FL, intends to negotiate and award a PO or contract to the vendor indicated in accordance with Florida State Statute 287.057(5)(c) and 120.57(3). Any responses received as a result of this Notice shall be considered solely for the purpose of determining whether an equivalent product or service can be provided by alternative source(s), which may warrant a competitive solicitation. Responses will NOT be considered as proposals, bids or quotes.

PRODUCT/SERVICE REQUIRED: CompassTrac Software Maintenance for Mobile Resource Units and Automatic Vehicle Tracking (AVL)

DESCRIPTION: St. Johns County is evaluating procuring a perpetual term license and annual software maintenance agreement for CompasTrac software which provides real time information and metrics regarding Mobile Resource Units including vehicles, including Mobile Resource Unit Management and Automatic Vehicle Tracking (AVL) using a device installed in the Mobile Resource Unit that transmits information regarding the asset.

INTENDED SOLE/SINGLE SOURCE CONTRACTOR/VENDOR: CompassCom

PROPOSED COST: \$19,740.00

PROPOSED CONTRACT/PURCHASE TERM: Annual maintenance and licenses

JUSTIFICATION FOR SOLE/SINGLE SOURCE: CompassCom is the only known provider for maintenance of the CompassTrac software.

RESPONSE TO SOLE/SINGLE SOURCE:

Firms/Vendors who are capable of providing an equivalent product and/or service as stated herein may submit the following, in writing: Company Name, address, point of contact, contact information (phone #, email, etc.) and statement, description and/or capability to provide an equivalent product/service. Responses shall be submitted to the Point of Contact shown above, by or before the due date provided herein. Responses received after the provided due date shall not be considered.

ATTACHMENTS: Item List

SS-20-30; ArcGIS Applications

ITEM LIST OF PRODUCT/SERVICE REQUIRED:

Item Number	Product Description	Quantity	Unit of Measure	Unit Price	Extended Price
CompassLDE V7 Maintenance	Annual Maintenance for License Record: 111 – Vehicle Licenses; 10 – Client Licenses; and 1 – LDE License	1	Each	\$	\$
Verizon Airtime	Monthly Verizon CDMA 5MB Pooled Telemetry Plan for 111 vehicles List Monthly cost per vehicle: _____	12	Total for 111 vehicles Per Month	\$	\$
				Total	\$